



**INVER GROVE HEIGHTS CITY COUNCIL AGENDA**  
**MONDAY, SEPTEMBER 14, 2009**  
**8150 BARBARA AVENUE**  
**7:30 P.M.**

1. CALL TO ORDER
2. ROLL CALL
3. PRESENTATIONS:
  - A. Dakota Future Presentation
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 – August 24, 2009 Regular Council Meeting \_\_\_\_\_
  - B. Resolution Approving Disbursements for Period Ending September 9, 2009 \_\_\_\_\_
  - C. Pay Voucher #2 – National Guard Armory Gym Floor Project \_\_\_\_\_
  - D. Pay Voucher #3 – City Project 2008–18, Public Safety Addition/City Hall Renovation \_\_\_\_\_
  - E. Pay Voucher #10 – City Project No. 2003–03 – Southern Sanitary Sewer \_\_\_\_\_
  - F. Change Order #1 & Pay Voucher #1 – City Project No. 2008–09F, Salem Hills Farm Street Reconstruction/Mill and Overlay \_\_\_\_\_
  - G. Pay Voucher #1 – City Project No. 2008–09G, Cahill Avenue/Brooks Boulevard Mill and Overlay \_\_\_\_\_
  - H. Change Order Nos. 1, 2, 3 & 4 and Pay Voucher #1 – City Project No. 2009–01, 80<sup>th</sup> Street Roundabout \_\_\_\_\_
  - I. Final Pay Voucher, Engineer’s Report, and Resolution Accepting Work – City Project No. 2009–09B – Sealcoating \_\_\_\_\_
  - J. Change Order #2 and Pay Voucher #3 – City Project No. 2009–09D, South Grove Street Reconstruction Area 4 \_\_\_\_\_
  - K. Final Compensating Change Order, Final Pay Voucher, Engineer’s Report, and Resolution Accepting Work – City Project No. 2007–05, NWA Storm Water Overflows (SP–17) \_\_\_\_\_
  - L. Authorize Payment for 60” Storm Sewer along Concord Boulevard \_\_\_\_\_
  - M. Accept Proposal for Exterior Cleaning of Northside Water Tower \_\_\_\_\_
  - N. Approve Purchase of Bathroom Stall Partitions for Maintenance Building \_\_\_\_\_
  - O. Receive Quotes and Award Contracts for Street Patching Services \_\_\_\_\_

- P. Accept Proposal for Storm Sewer Pipe Repair at 8615 Ann Marie Trail \_\_\_\_\_
- Q. Approve Resolution Banning Parking on River Road adjacent to River Front Park \_\_\_\_\_
- R. Consider Approval of Application for Crossing Permit and Agreement with Union Pacific Railroad for City Project No. 2008-11, Southern Sanitary Sewer (East Segment) \_\_\_\_\_
- S. Authorize Traffic Study of Pedestrian Crossing on Cahill Avenue in front of the Inver Grove Heights Middle School \_\_\_\_\_
- T. Approve Appointment of Auditors for the Year Ending December 31, 2009 \_\_\_\_\_
- U. Consider Request for Acquisition of Tax Forfeited Property - PIN 20-00200-010-78 \_\_\_\_\_
- V. Consider Request for Acquisition of Tax Forfeited Property - PIN 20-36500-150-41 \_\_\_\_\_
- W. Consider Improvements for North Valley Disc Golf Course \_\_\_\_\_
- X. Approve Massage Therapist License - Paula Fink \_\_\_\_\_
- Y. Approve Temporary Liquor License Request of Inver Hills Community College for Event to be held on October 2, 2009 \_\_\_\_\_
- Z. Resolution Authorizing City Administrator to execute the letter of understanding on the administration of the Dakota County Community Development Block Grant Program \_\_\_\_\_
- AA. Approve Payment for South Valley Park Erosion Work \_\_\_\_\_
- BB. Schedule Special Meeting \_\_\_\_\_
- CC. Personnel Actions \_\_\_\_\_

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

6. **PUBLIC HEARINGS:**

7. **REGULAR AGENDA:**

**COMMUNITY DEVELOPMENT:**

A. **LUND;** Consider a Resolution relating to a Conditional Use Permit to construct a three-season porch that would increase the impervious coverage on the lot to 29% \_\_\_\_\_

B. **CITY OF INVER GROVE HEIGHTS;** Consider a Zoning Code Amendment relating to exterior building materials in the rural zoning districts (A, E-1, E-2) \_\_\_\_\_

**PARKS AND RECREATION:**

C. **CITY OF INVER GROVE HEIGHTS;** Consider Approval of Tree Planting Plan for Portions of Heritage Village Park \_\_\_\_\_

**PUBLIC WORKS:**

**D. CITY OF INVER GROVE HEIGHTS;** Consider Resolutions Declaring Costs to be Assessed and Scheduling an Assessment Hearing for City Project No. 2008-09D - South Grove Street Reconstruction Area 3 \_\_\_\_\_

**E. CITY OF INVER GROVE HEIGHTS;** Consider Accepting Quotes and Awarding Contract for City Project Nos. 2009-12 through 2009-18, 2009 Storm Water Facility Maintenance Program \_\_\_\_\_

**FINANCE:**

**F. CITY OF INVER GROVE HEIGHTS;** Consider Approval of Proposed 2010 Tax Levies and 2010 Proposed Budgets \_\_\_\_\_

**ADMINISTRATION:**

**G. CITY OF INVER GROVE HEIGHTS;** Consider Resolution Authorizing Distribution of DCC Undesignated Fund Balance \_\_\_\_\_

**8. MAYOR AND COUNCIL COMMENTS**

**9. ADJOURN**

**INVER GROVE HEIGHTS CITY COUNCIL MEETING  
MONDAY, AUGUST 24, 2009 - 8150 BARBARA AVENUE**

**CALL TO ORDER/ROLL CALL** The City Council of Inver Grove Heights met in regular session on Monday, August 24, 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, Finance Director Lanoue, Police Chief Kleckner, Parks & Recreation Director Carlson, Community Development Director Link and Deputy Clerk Rheume.

**3. PRESENTATIONS:** None.

**4. CONSENT AGENDA:**

Councilmember Klein removed Item 4E, Change Order No. 1 for City Project No. 2008-18, Public Safety Addition/City Hall Renovation, from the Consent Agenda.

Citizen Tom Leach, removed Item 4G, Approve Limited Canada Goose Hunt within the City, from the Consent Agenda.

Citizen Ed Gunther pulled Item 4I, Approve Signing for the Mississippi River Trail, from the Consent Agenda.

- A. i) Minutes – August 10, 2009 Regular Council Meeting  
ii) Minutes – August 13, 2009 Special Council Meeting
- B. **Resolution No. 09-162** Approving Disbursements for Period Ending August 19, 2009
- C. Pay Voucher No. 4 for City Project No. 2008-10, Ravine Ponds Improvement
- D. Final Pay Voucher No. 2, Engineer's Final Report, and Resolution Accepting Work of Northwest Sealing for City Project No. 2009-09A, Cracksealing
- F. **Resolution No. 09-163** Approving Plans and Specifications for City Project No. 2009-29, City Well No. 9, Phase 2 – Site and Well House Improvements
- H. Approve Fence and Trail Quotes for South Valley Trail
- J. Personnel Actions

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

**Ayes: 5**

**Nays: 0      Motion carried.**

**E.** Change Order No. 1 for City Project No. 2008-18, Public Safety Addition/ City Hall Renovation

Councilmember Klein asked for further clarification regarding item CCD-001.

Ms. Teppen explained that item CCD-001 was a revision to layout and provision of additional exterior buried conduit, and additional pull box for the relocation of the fiber optic lines and telephone cables. She stated the work was required to accommodate the coordinated relocation of the utilities.

**Motion by Madden, second by Grannis, to approve Change Order No. 1 for City Project No. 2008-18, Public Safety Addition/City Hall Renovation**

**Ayes: 5**

**Nays: 0      Motion carried.**

**G.** Approve Limited Canada Goose Hunt within the City

Mr. Tom Leech requested that the City consider extending the goose hunt season in the area from October 3<sup>rd</sup> to October 18<sup>th</sup>. He stated that the crops should be down during that period and would allow more opportunity for hunters to harvest the geese.

Mayor Tourville stated the Council received a letter from the Minnesota Department of Natural Resources that suggested the City consider a longer hunting season.

Councilmember Piekarski Krech asked if the Police Chief would have any objections to the implementation of a longer season.

**Motion by Klein, seconded by Madden, to receive the letter from the Minnesota Department of Natural Resources.**

**Ayes: 5**

**Nays: 0      Motion carried.**

Police Chief Kleckner discussed the proposed season and indicated he would not be opposed to an additional week in October provided the conditions are safe and the neighbors do not have any objections.

Mayor Tourville clarified that the dates would be September 5<sup>th</sup> through September 22<sup>nd</sup>, October 3<sup>rd</sup> through October 11<sup>th</sup> and November 14<sup>th</sup> through November 15<sup>th</sup>.

**Motion by Klein, second by Madden, to approve a Limited Canada Goose Hunt within the City on the following dates: September 5<sup>th</sup> through September 22<sup>nd</sup>, October 3<sup>rd</sup> through October 11<sup>th</sup>, and November 14<sup>th</sup> through November 15<sup>th</sup>.**

**Ayes: 5**

**Nays: 0      Motion carried.**

**I. Approve Signing for the Mississippi River Trail**

Ed Gunther, 6671 Concord Boulevard, stated he would like to see the Great River Road designation remain along Concord Boulevard.

Councilmember Piekarski Krech stated the Great River Road designation would remain along Concord and noted the Mississippi River Regional Trail is separate from that designation. She explained that the regional trail would be a bike trail.

Mayor Tourville further clarified that one is the designation of a road and one is the designation of a trail.

Mr. Carlson explained that the trail designation through the City would be temporary until the Mississippi River Regional Trail is completed by Dakota County. He stated that after the regional trail is completed it will be re-designated as the Mississippi River regional trail. He clarified that the Mississippi River Trail and the Mississippi River Regional Trail are two separate items.

**Motion by Piekarski Krech, second by Tourville, to approve signing for the Mississippi River Trail.**

**Ayes: 5**

**Nays: 0      Motion carried.**

**5. PUBLIC COMMENT:**

Jim Brown, 1186 90<sup>th</sup> St. E., stated the opportunity is still available for the Council to visit the Lakes and Plains Regional Council Headquarters and Training Center in St. Paul for a view of what the carpenters do and the apprentice training programs they participate in. He noted the best time to visit the center is during the day.

**6. PUBLIC HEARINGS: None.**

**7. REGULAR AGENDA:**

**COMMUNITY DEVELOPMENT:**

**A. SUSSEL CORPORATION;** Consider the following resolutions for property located at 5924 Bradbury Court:

- i) Conditional Use Permit to allow impervious surface coverage to exceed 25%
- ii) Variance to allow the construction of a home addition that would exceed the 30% maximum impervious surface coverage

Mr. Link explained that the request is to add a porch on to the back side of the house. He stated the addition would increase the impervious coverage on the lot to 34.6%. He noted the City Council tabled the item to allow the applicant to look at different options. He noted the problem is still lack of a hardship.

Mike Russel, Sussel Builders, stated that the original intent of the ordinance was to manage storm water runoff. He explained that three possible solutions were developed to mitigate the water runoff including the installation of an additional rain garden to reduce the runoff to 30%, building a water infiltration system under the porch to distribute water evenly to the ground, or removal of concrete from the driveway and replacement with a pervious paver to reduce the amount of existing impervious surface on the lot. He noted that the applicant would prefer to install an additional rain garden because it would be the easiest feature to maintain. He addressed the need to identify a hardship and explained that the lot itself is the hardship because the ordinance puts it in to a non-conforming status. He reiterated that they are willing to work with the City to control the storm water runoff. He referenced two other cases in which the City granted variances for over 30% impervious coverage and discussed the precedent that was set as a result of those cases in terms of identification of a hardship.

Councilmember Grannis stated that another intent of the ordinance was to prevent overcrowding on lots.

Mr. Link confirmed that the ordinance was also intended to keep a lot from being overbuilt. He stated the control of storm water runoff became another reason for the impervious surface requirements.

Mayor Tourville asked if the conditional use permit would still be needed if an additional rain garden was installed.

Mr. Link explained that the installation of a rain garden does not reduce the amount of impervious cover.

Councilmember Piekarski Krech stated that the issue is the hardship because it needs to be something unique about the property.

Mayor Tourville added that it is the applicant's responsibility to identify the hardship.

Mr. Russel stated that the lot was small in comparison to other lots on the cul-de-sac.

Mayor Tourville reiterated that the additional 2% creates the need for a variance.

Mayor Tourville suggested that the definition of impervious may need to be looked at again. He referenced the study being done by the Community Development and Engineering departments and stated that there may be some areas where the allowable amount of impervious cover may go up and other areas where that figure will go down. He questioned whether or not the Council possessed the authority to dictate how impervious surface is calculated.

Mr. Kuntz responded that if the Council desired a change to the interpretation of the ordinance as per the zoning administrator an appeal would need to be made to the Planning Commission.

Mayor Tourville suggested that the Council appeal the interpretation of the ordinance.

Councilmember Madden expressed concern with setting a precedent if the request was approved without a legal hardship.

Mr. Russel indicated that they could wait until the study was completed for a decision by the Council.

Mayor Tourville noted that if the impervious surface coverage regulations were to change the applicant would not have to pay another application fee.

Mr. Kuntz stated that the Council could not table the item beyond October 20, 2009. He noted the applicant needed to submit a written request to table the item beyond the time frame specified by the Council.

**Motion by Piekarski Krech, second by Klein, to table the item to September 28, 2009**

**Ayes: 5**

**Nays: 0      Motion carried.**

#### **PARKS AND RECREATION:**

**B. CITY OF INVER GROVE HEIGHTS;** Consider Approval of Berm between the South St. Paul Gun Club and Heritage Village Park

Mr. Carlson explained that the County and City proposed construction of an eight foot berm to serve as a barrier between Heritage Village Park, the Mississippi River Regional Trail, and the South St. Paul Gun Club. He stated the anticipated construction costs, totaling \$22,000, would include the clearing and grubbing of trees, the installation of a cyclone fence, and the establishment of ground cover on the berm. He noted that a lateral support agreement and a temporary easement agreement would also need to be executed. He explained that Dakota County would contribute \$10,000 towards construction of the berm, the South St. Paul Gun Club would contribute \$4,000, and the City would be responsible for the remaining \$8,000 in construction costs. He stated funding for the City's portion of the project is proposed to come from the Park Acquisition and Development Fund.

**Motion by Klein, second by Piekarski Krech, to approve installation of a berm between the South St. Paul Gun Club and Heritage Village Park**

**Ayes: 5**

**Nays: 0      Motion carried.**

**C. CITY OF INVER GROVE HEIGHTS;** Consider Request for Park Property Boundary Exception at 7907 Conroy Way E.

Mr. Carlson explained that as a part of the park property boundary survey process, property owners living next to parks with encroachments were sent letters informing them to remove private improvements from public park property. He stated that the property owners of 7907 Conroy Way E. requested that the City consider allowing their fence to remain on park property or selling them approximately 550 square feet of the park property. He noted that staff expressed concern regarding the potential precedent that would be set if sale of the park property was considered. He added the Parks and Recreation Advisory Commission recommended denial of the request.

Doug Renner, 7907 Conroy Way E., stated the fence existed when he purchased the home eighteen years ago. He explained that because he did not install the fence, and because it is located on City property, the City should be responsible for removal of the fence.

Councilmember Piekarski Krech commented that portions of the fence are located on Mr. Renner's property.

Mr. Renner indicated he would be interested in buying a portion of the park property from the City to make the back of his lot straight.

Mayor Tourville suggested that staff consider what the City's position is going to be regarding encroachments that existed prior to the current property owner's purchase of the lot.

Mr. Lynch noted that two additional structures are located on park property in addition to the fence.

Mr. Renner stated that he regularly mows the park property and noted he would remove the kennels.

Councilmember Grannis suggested tabling the item to allow the City Attorney to review the issue.

Mayor Tourville said it would come back September 28<sup>th</sup>.

**Motion by Madden, second by Klein, to table request for Park Property Boundary Exception to September 28, 2009**

**Ayes: 5**

**Nays: 0      Motion carried.**

**ADMINISTRATION:**

**D. CITY OF INVER GROVE HEIGHTS;** Consider Approval of Compensation Adjustment for Non-Union Group of Employees

Mr. Lynch explained that the City's four collective bargaining groups received compensation increases in 2009 as a result of collective bargaining agreements that were approved in 2008. He stated that a recommendation regarding a compensation increase in 2009 for the non-union group of employees was delayed pending further information regarding the City's financial status in terms of building permit revenue, tax collections, and investment income. He explained that because two of the three income sources are either higher than projected or remaining steady, a 3% increase for the Non-Union group of employees retroactive to January 1, 2009 is proposed. He stated a 3.25% increase was included in the 2009 budget.

Councilmember Klein asked if the compensation schedule had been changed.

Mr. Lynch responded that the 2008 Non-Union compensation schedule was adjusted by 3%.

Mayor Tourville noted that it looks like there will be no increase across the board in 2010.

**Motion by Grannis, second by Tourville, to approve compensation adjustment for non-union group of employees**

**Ayes: 5**

**Nays: 0      Motion carried.**

**8. MAYOR AND COUNCIL COMMENTS:**

Councilmember Klein commented on the progress of the Cahill Avenue Mill and Overlay project.

Mayor Tourville reminded the Council about the Yellow Ribbon Campaign event scheduled for August 25<sup>th</sup> at 6:30 p.m.

Councilmember Piekarski Krech reminded citizens of upcoming Inver Grove Heights Days events.

**9. ADJOURN:** Motion by Madden, second by Grannis, to adjourn. The meeting was adjourned by a unanimous vote at 9:21 p.m.

**CITY OF INVER GROVE HEIGHTS**

**REQUEST FOR COUNCIL ACTION**

**Approve Payment for South Valley Park Erosion Repair**

Meeting Date: September 14, 2009  
 Item Type: Consent  
 Contact: Thomas J. Kaldunski, 651.450.2572  
 Prepared by: Thomas J. Kaldunski, City Engineer  
 Reviewed by: Scott D. Thureen, Public Works Director

*SA*

**Fiscal/FTE Impact:**

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

**PURPOSE/ACTION REQUESTED**

Approve payment for South Valley Park erosion repairs done at a storm water outlet structure near the bike trail off of Cahill Avenue.

**SUMMARY**

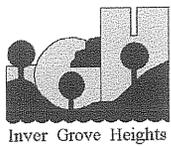
At a previous meeting, the City Council authorized Dahn Construction to install an 18" HDPE storm sewer outfall from the existing FES, down the steep slope to the bottom of the valley (see attached map of area). The area was repaired and graded using the existing sandy soils in the area of the ravine erosion by Dahn Construction.

The Engineering Division solicited quotes from two contractors to spread topsoil over the restored erosion area (attached). Danner, Inc. was selected and did this work because they could provide more trucks and complete the job in one day. The new slope was stabilized quickly due to the rain occurring during late August. Clay materials from the Salem Hills Farm project were used.

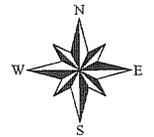
The cost for Danner's services is \$3,142.00. In addition, the area was seeded using the flexterra mulch method with a seed mixture of quick-growing development seed and a variety of natural wild flower seeds. The seeding was done by Heikus Farms based on a verbal quote of \$1,781.54. The total amount of their services is \$2,144.90. The total payment for all this work that has been completed is \$5,286.90. This work is funded from Repairs and Maintenance – Structures (101-5200-443.40-47).

TJK/kf

Attachment: Map



# CITY OF INVER GROVE HEIGHTS



**CITY OF INVER GROVE HEIGHTS**

**REQUEST FOR COUNCIL ACTION**

Meeting Date: September 14, 2009  
 Item Type: Consent  
 Contact: Cathy Shea 651-450-2521  
 Prepared by: Cathy Shea Asst. Finance Director  
 Reviewed by: N/A

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

**PURPOSE/ACTION REQUESTED**

Approve the attached resolution approving disbursements for the period of August 20, 2009 to September 9, 2009.

**SUMMARY**

Shown below is a listing of the disbursements for the various funds for the period ending September 9, 2009. The detail of these disbursements is attached to this memo.

General & Special Reveune	\$293,530.21
Debt Service & Capital Projects	1,661,570.91
Enterprise & Internal Service	106,232.32
Escrows	<u>7,595.15</u>
Grand Total for All Funds	<u><u>\$2,068,928.59</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 August 20, 2009 to September 9, 2009 and the listing of disbursements requested for approval.

**DAKOTA COUNTY, MINNESOTA**

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

**RESOLUTION APPROVING DISBURSEMENTS FOR THE  
PERIOD ENDING SEPTEMBER 9, 2009**

**WHEREAS**, a list of disbursements for the period ending September 9, 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	\$ 293,530.21
Debt Service & Capital Projects	1,661,570.91
Enterprise & Internal Service	106,232.32
Escrow	<u>7,595.15</u>
Grand Total for All Funds	<u><b>\$ 2,068,928.59</b></u>

Adopted by the City Council of Inver Grove Heights this 14th day of September, 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
08/24/2009	95955	A & W RESTAURANT	city of inver grove hghts	101-1000-413.50-75		8/2009 * Total	150.00 150.00
08/26/2009	95958	AARCEE PARTY & TENT REN	cust 10459	101-6000-451.60-65		8/2009 * Total	2,115.65 2,115.65
08/26/2009	95959	ACE PAINT & HARDWARE	cust 1126	101-6000-451.60-16		8/2009	47.00
			cust 16159	101-5200-443.60-16		8/2009	46.07
			cust 16159	101-4200-423.60-65		8/2009	8.51
						* Total	101.58
08/26/2009	95960	AFSCME COUNCIL 5	inver grove hts	101-0000-203.10-00		8/2009 * Total	879.82 879.82
08/26/2009	95962	ANCOM TECHNICAL CENTER	cust 809	101-4200-423.40-42		8/2009	95.00
			cust 809	101-4200-423.40-42		8/2009	13.36
						* Total	108.36
08/26/2009	95963	ATHLETICA, INC.	inver grove hghts	101-6000-451.40-47		8/2009 * Total	519.41 519.41
08/26/2009	95964	AVR, INC.	cust 4753	101-6000-451.40-47		8/2009	1,067.15
			cust 4753	101-6000-451.40-47		8/2009	1,180.97
			cust 4753	101-6000-451.40-47		8/2009	953.33
						* Total	3,201.45
08/26/2009	95965	BANNERMAN	cust i031	101-6000-451.60-65		8/2009	328.50
			cust i031	101-6000-451.60-65		8/2009	282.50
						* Total	46.00
08/26/2009	95966	BARR ENGINEERING COMPAN	city of inver grove	101-6000-451.30-70		8/2009 * Total	1,506.40 1,506.40
08/26/2009	95968	BEST BUY BUSINESS ADVAN	acct 12842	101-5200-443.60-16		8/2009 * Total	44.97 44.97
08/26/2009	95970	BUCKLEY, BRANDON	training	101-4200-423.50-75		8/2009 * Total	16.00 16.00
08/26/2009	95972	COORDINATED BUSINESS SY	cust 4555082	101-4200-423.40-44		8/2009 * Total	213.88 213.88
08/26/2009	95973	CRAWFORD DOOR SALES COM	acct 4373	101-4200-423.40-40		8/2009 * Total	691.00 691.00
08/26/2009	95976	DAKOTA COMMUNICATIONS C	city of inver grove hghts	101-4000-421.70-30		8/2009 * Total	36,834.00 36,834.00
08/26/2009	95978	DAKOTA ELECTRIC ASSN	acct 1093947	101-5400-445.40-20		8/2009 * Total	1,024.43 1,024.43
08/26/2009	95980	DANNER LANDSCAPING	inver grove hghts	101-6000-451.60-16		8/2009 * Total	133.59 133.59

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
08/26/2009	95983	DON PIEHL	city of inver grove hgts	101-5200-443.60-40		8/2009	264.57
						* Total	264.57
08/26/2009	95988	G & K SERVICES	acct7494701	101-5200-443.60-45		8/2009	49.49
			acct7494701	101-6000-451.60-45		8/2009	54.67
						* Total	104.16
08/26/2009	95990	GERTENS	cust 103566	101-5200-443.40-47		8/2009	106.83
			cust 103566	101-6000-451.60-16		8/2009	61.56
						* Total	168.39
08/26/2009	95991	GRAINGER	acct 855257697	101-4200-423.60-65		8/2009	33.43
						* Total	33.43
08/26/2009	95992	HANCE LOCATING & SERVIC	city of inver grove hgts	101-6000-451.30-70		8/2009	147.50
						* Total	147.50
08/26/2009	95996	HOME DEPOT CREDIT SERVI	acct 635322502061959	101-5200-443.40-46		8/2009	361.36
			acct 635322502061959	101-5200-443.60-16		8/2009	369.52
			acct 635322502061959	101-5200-443.60-40		8/2009	94.17
						* Total	825.05
08/26/2009	95997	HOME DEPOT CREDIT SERVI	acct 6035322502554813	101-4200-423.60-65		8/2009	109.45
						* Total	109.45
08/26/2009	96004	JTD INC SPORTS TURF SPE	city of inver grove hgts	101-6000-451.30-70		8/2009	2,077.65
			city of inver grove hgts	101-6000-451.60-35		8/2009	587.81
						* Total	2,665.46
08/26/2009	96005	JUCKEL LANWCARE & SNOW	city of inver grove hgts	101-3300-419.30-70		8/2009	48.09
						* Total	48.09
08/26/2009	96007	LANGUAGE LINE SERVICES	acct 9020909043	101-4000-421.50-20		8/2009	14.53
						* Total	14.53
08/26/2009	96012	METEORLOGIX	cust 0581425	101-5200-443.50-70		8/2009	645.38
			cust 0581425	101-6000-451.30-70		8/2009	645.38
						* Total	1,290.76
08/26/2009	96017	MN LIFE INSURANCE CO	policy 0027324	101-0000-203.09-00		8/2009	1,847.03
			policy 0027324	101-1100-413.20-62		8/2009	76.23
			policy 0027324	101-2000-415.20-62		8/2009	93.02
			policy 0027324	101-3000-419.20-62		8/2009	29.24
			policy 0027324	101-3200-419.20-62		8/2009	40.34
			policy 0027324	101-3300-419.20-62		8/2009	57.37
			policy 0027324	101-4000-421.20-62		8/2009	479.87
			policy 0027324	101-4200-423.20-62		8/2009	31.83
			policy 0027324	101-5000-441.20-62		8/2009	22.67
			policy 0027324	101-5100-442.20-62		8/2009	117.10
			policy 0027324	101-5200-443.20-62		8/2009	74.41
			policy 0027324	101-6000-451.20-62		8/2009	91.93
						* Total	2,961.04

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08/26/2009	96018	MN LOCKS	acct 132	101-4200-423.40-40		8/2009 * Total	372.46 372.46
08/26/2009	96019	MPELRA	member; amy brinkman	101-1100-413.50-70		8/2009 * Total	150.00 150.00
08/26/2009	96020	NATURE CALLS, INC.	city of inver grove	101-6000-451.40-65		8/2009 * Total	40.69 40.69
08/26/2009	96021	NEXTEL COMMUNICATIONS	acct 634573312	101-3300-419.50-20		8/2009 * Total	411.96 411.96
08/26/2009	96022	NEXTEL COMMUNICATIONS	acct 249383315	101-5200-443.50-20		8/2009 * Total	241.64 241.64
08/26/2009	96023	NEXTEL COMMUNICATIONS	acct 266183728	101-4200-423.50-20		8/2009 * Total	423.36 423.36
08/26/2009	96024	NEXTEL COMMUNICATIONS	acct 266948529	101-4000-421.50-20		8/2009 * Total	619.14 619.14
08/26/2009	96025	NFPA	member jeff schadegg	101-4200-423.50-70		8/2009 * Total	150.00 150.00
08/26/2009	96030	PRECISION DATA SYSTEMS	direct deposit paper laser check envelopes	101-2000-415.50-30 101-2000-415.50-30		8/2009 8/2009 * Total	107.64 321.39 429.03
08/26/2009	96032	PRESTIGE ELECTRIC, INC.	invergro	101-4200-423.40-40		8/2009 * Total	254.00 254.00
08/26/2009	96033	PRO-SERVE INC	city of inver grove	101-6000-451.60-35		8/2009 * Total	2,540.00 2,540.00
08/26/2009	96039	SMITH-THILL, JUDY	training membership - fire chiefs training	101-4200-423.50-65 101-4200-423.50-70 101-4200-423.50-75		8/2009 8/2009 8/2009 * Total	54.14 279.00 2,216.76 2,549.90
08/26/2009	96040	SOUTH ST PAUL STEEL SUP	acct 100202 acct 100202	101-5200-443.60-16 101-5200-443.60-16		8/2009 8/2009 * Total	147.49 761.76 909.25
08/26/2009	96042	SPRINT	acct 541378810	101-4200-423.50-20		8/2009 * Total	40.99 40.99
08/26/2009	96043	SPRINT	acct 166309819	101-4000-421.50-20		8/2009 * Total	399.90 399.90
08/26/2009	96045	STEENBERG, LUKE	gas lunch	101-4200-423.50-65 101-4200-423.50-75		8/2009 8/2009 * Total	36.00 15.00 51.00

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08/26/2009	96046	STREICHER S	acct 285	101-4000-421.60-18		8/2009 * Total	1,881.00 1,881.00
08/26/2009	96047	TERRI KENISON	inver grove fd	101-4200-423.30-70		8/2009 * Total	908.44 908.44
08/26/2009	96048	TIMESAVER OFF SITE SECR	city of inver grove hgts	101-1100-413.30-70		8/2009 * Total	228.00 228.00
08/26/2009	96050	TWIN CITIES OCCUPATIONA	city of inver grove hgts	101-1100-413.30-50		8/2009 * Total	512.00 512.00
08/26/2009	96051	UNITED PARCEL SERVICE	shipper v4650v	101-6000-451.60-65		8/2009 * Total	29.34 29.34
08/26/2009	96052	UNITED WAY	inver grove hgts	101-0000-203.13-00		8/2009 * Total	178.00 178.00
08/26/2009	96056	VIKING PAINTS, INC.	city of inver grove hgts	101-6000-451.60-16		8/2009 * Total	537.20 537.20
08/26/2009	96057	VOLUNTEER FIREFIGHTERS	inver grove hgts fd	101-4200-423.50-70		8/2009 * Total	548.00 548.00
08/26/2009	96060	WINDSCAPES	city of inver grove hgts	101-6000-451.60-16		8/2009 * Total	38.48 38.48
08/26/2009	96061	XCEL ENERGY	acct 5164318574	101-4200-423.40-10		8/2009 8/2009	146.35 1,042.41
08/26/2009	96062	XCEL ENERGY	acct 5164318574	101-4200-423.40-20		8/2009 8/2009	174.67 1,103.36
08/26/2009	96063	XCEL ENERGY	acct 5147791673	101-6000-451.40-10		8/2009 8/2009	110.12 1,332.42
08/26/2009	96064	ZOYA, KENT	projector cables	101-4200-423.60-18		8/2009 * Total	1,442.54 308.19
09/02/2009	96067	ACE PAINT & HARDWARE	cust 1126	101-6000-451.60-66		9/2009 * Total	7.92 7.92
09/02/2009	96069	APA	member; thomas link	101-3000-419.50-70		9/2009 * Total	475.00 475.00
09/02/2009	96071	AVR, INC.	cust 4753	101-6000-451.40-47		9/2009 * Total	865.69 865.69
09/02/2009	96074	BITUMINOUS ROADWAYS, IN	city of inver grove hgts	101-5200-443.60-16		9/2009 * Total	346.51 346.51

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
09/02/2009	96077	BRYAN ROCK PRODUCTS	cust i855	101-6000-451.40-47		9/2009 * Total	613.84 613.84
09/02/2009	96085	COPY RIGHT	city of inver grove hgts	101-4000-421.50-30		9/2009 * Total	72.59 72.59
09/02/2009	96088	DAHN CONSTRUCTION	city of inver grove hgts	101-5200-443.40-47		8/2009 * Total	17,548.00 17,548.00
09/02/2009	96090	DANNER LANDSCAPING	inver grove hgts	101-6000-451.60-16		9/2009	66.80
			inver grove hgts	101-6000-451.60-16		9/2009	33.40
			inver grove hgts	101-5200-443.60-16		9/2009	70.54
			inver grove hgts	101-5200-443.60-16		9/2009	70.54
						* Total	241.28
09/02/2009	96099	FOX, KIM	refreshment	101-1100-413.50-75		9/2009	23.07
			paper	101-3200-419.60-10		9/2009	48.17
						* Total	71.24
09/02/2009	96100	G & K SERVICES	acct 7494701	101-5200-443.60-45		9/2009	49.49
			acct 7494701	101-6000-451.60-45		9/2009	54.67
						* Total	104.16
09/02/2009	96104	GOODPOINTE TECHNOLOGIES	city of inver grove hgts	101-6000-451.30-70		9/2009	1,075.00
						* Total	1,075.00
09/02/2009	96110	HOISINGTON KOEGLER GROU	city of inver grove hgts	101-3200-419.30-60		9/2009	960.00
						* Total	960.00
09/02/2009	96111	IKON OFFICE SOLUTIONS	acct 1452531017392	101-6000-451.40-65		9/2009	29.28
						* Total	29.28
09/02/2009	96114	INVER GROVE FORD	city of inver grove hgts	101-4000-421.70-30		9/2009	266.88
						* Total	266.88
09/02/2009	96117	JTD INC SPORTS TURF SPE	city of inver grove hgts	101-6000-451.60-35		9/2009	1,774.13
						* Total	1,774.13
09/02/2009	96118	KERN, DEWENTER, VIERE,	city of inver grove hgts	101-2000-415.30-10		8/2009	1,800.00
						* Total	1,800.00
09/02/2009	96119	KIMBALL MIDWEST	acct 222006	101-6000-451.60-16		9/2009	179.98
						* Total	179.98
09/02/2009	96124	MENARDS - WEST ST. PAUL	cust 30170270	101-5200-443.60-16		9/2009	178.34
						* Total	178.34
09/02/2009	96128	MN NCPERS LIFE INSURANC	city of inver grove hgts	101-0000-203.16-00		9/2009	320.00
						* Total	320.00
09/02/2009	96129	MN SOCIETY OF CPA'S	attende; ann lanoue	101-2000-415.50-80		9/2009	936.00
						* Total	936.00

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09/02/2009	96131	NEXTEL COMMUNICATIONS	acct 487383319	101-6000-451.50-20		9/2009 * Total	410.69 410.69
09/02/2009	96133	NEXTEL COMMUNICATIONS	acct 573073317	101-1100-413.50-20		9/2009 * Total	38.08 38.08
09/02/2009	96136	PINE BEND PAVING, INC.	city of inver grove	101-5200-443.60-16		9/2009 * Total	248.36 248.36
09/02/2009	96142	PX PRODUCTS CO	city of inver grove hghts city of inver grove hghts	101-6000-451.60-11 101-6000-451.60-16		9/2009 9/2009 * Total	53.33 138.08 191.41
09/02/2009	96143	QWEST	acct 6515520672	101-6000-451.50-20		9/2009 * Total	41.41 41.41
09/02/2009	96144	QWEST	acct 6514530219	101-6000-451.50-20		9/2009 * Total	41.41 41.41
09/02/2009	96152	T MOBILE	acct 494910368	101-5100-442.50-20		8/2009 * Total	49.99 49.99
09/02/2009	96157	USA MOBILITY WIRELESS I	acct 61192662	101-4000-421.50-20		8/2009 * Total	14.56 14.56
09/02/2009	96159	VIKING PAINTS, INC.	acct cig50	101-6000-451.60-16		9/2009 * Total	537.20 537.20
09/02/2009	96161	WAL-MART BUSINESS	acct 6032202530257113	101-4000-421.60-65		8/2009 * Total	274.28 274.28
09/02/2009	96163	WSB & ASSOCIATES, INC.	city of inver grove	101-5100-442.30-30		8/2009 * Total	1,257.00 1,257.00
09/02/2009	96165	XCEL ENERGY	acct 5160255967	101-5400-445.40-20		9/2009 * Total	38.25 38.25
09/02/2009	96166	XCEL ENERGY	acct 5183943582	101-5400-445.40-20		9/2009 * Total	36.14 36.14
09/02/2009	96167	XCEL ENERGY	acct 5170946691	101-5400-445.40-20		9/2009 * Total	36.62 36.62
09/09/2009	96170	ACE PAINT & HARDWARE	cust 1126	101-5200-443.60-16		9/2009 * Total	43.75 43.75
09/09/2009	96171	AFSCME COUNCIL 5	inver grove hghts	101-0000-203.10-00		9/2009 * Total	883.71 883.71
09/09/2009	96178	CLAREY'S SAFETY EQUIPME	acct 050037	101-4200-423.40-41		9/2009 * Total	342.00 342.00
09/09/2009	96180	COPY RIGHT	city of inver grove hghts	101-4000-421.50-30		9/2009	72.59

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
09/09/2009	96183	DAKOTA CITY TREASURER-AU	2008 truth in taxation	101-2000-415.30-70		* Total	72.59
						9/2009	2,672.42
						* Total	2,672.42
09/09/2009	96185	DAKOTA ELECTRIC ASSN	acct 4267134	101-5400-445.40-20		9/2009	31.61
						* Total	31.61
09/09/2009	96186	DAKOTA ELECTRIC ASSN	acct 3935632	101-6000-451.40-20		9/2009	635.84
						* Total	635.84
09/09/2009	96187	DAKOTA ELECTRIC ASSN	acct 24687379	101-6000-451.40-20		9/2009	4,266.34
						* Total	4,266.34
09/09/2009	96188	DAKOTA ELECTRIC ASSN	acct 2501658	101-6000-451.40-20		9/2009	675.92
						* Total	675.92
09/09/2009	96191	EMERGENCY APPARATUS MAI	inver grove hgts fd	101-4200-423.40-41		9/2009	423.23
						* Total	423.23
09/09/2009	96195	FIRE EQUIPMENT SPECIALT	cust 2059ighfd	101-4200-423.60-45		9/2009	1,432.95
						* Total	1,432.95
09/09/2009	96196	G & K SERVICES	acct 7494701	101-5200-443.60-45		9/2009	103.34
			acct 7494701	101-6000-451.60-45		9/2009	54.67
						* Total	158.01
09/09/2009	96204	HIDEAWAY SHOOTING RANGE	inver grove hgts pd	101-4000-421.50-80		9/2009	356.10
						* Total	356.10
09/09/2009	96207	INVERCITY PRINTING INC	inver grove hgt fd	101-4200-423.50-30		9/2009	210.69
			city of inver grove hgts	101-3300-419.50-30		9/2009	158.31
						* Total	369.00
09/09/2009	96208	IUOE	inver grove hgts	101-0000-203.10-00		9/2009	1,433.31
						* Total	1,433.31
09/09/2009	96210	JUCKEL LAWCARE & SNOW	inver grove hgt	101-3300-419.30-70		9/2009	347.15
						* Total	347.15
09/09/2009	96214	LEAGUE OF MN CITIES	mayor george tourville	101-1100-413.50-70		9/2009	20.00
						* Total	20.00
09/09/2009	96215	LEAGUE OF MN CITIES	2009-2010	101-1000-413.50-70		9/2009	18,853.00
						* Total	18,853.00
09/09/2009	96216	LELS	inver grove hgts	101-0000-203.10-00		9/2009	1,125.00
						* Total	1,125.00
09/09/2009	96217	LELS SERGEANTS	inver grove hgts	101-0000-203.10-00		9/2009	210.00
						* Total	210.00
09/09/2009	96221	METRO SHEETMETAL	2660 borden-job canceled	101-0000-322.40-00		9/2009	63.60

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE # / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD / YEAR	AMOUNT
						* Total	63.60
09/09/2009	96222	METROPOLITAN COUNCIL EN	city of inver grove hgts	101-0000-341.40-00		9/2009	400.00-
						* Total	400.00-
09/09/2009	96224	MN CONWAY FIRE & SAFETY	inver grove hgt	101-4200-423.40-42		9/2009	154.00
						* Total	154.00
09/09/2009	96225	MN FALL MAINTENANCE EXP	city of inver grove hgts	101-5200-443.50-80		9/2009	125.00
						* Total	125.00
09/09/2009	96231	OPTUMHEALTH FINANCIAL S	city of inver	101-1100-413.30-55		9/2009	12.30
			city of inver	101-2000-415.30-55		9/2009	28.70
			city of inver	101-3000-419.30-55		9/2009	8.30
			city of inver	101-3200-419.30-55		9/2009	4.15
			city of inver	101-3300-419.30-55		9/2009	13.95
			city of inver	101-4000-421.30-55		9/2009	66.80
			city of inver	101-5000-441.30-55		9/2009	5.65
			city of inver	101-5100-442.30-55		9/2009	42.55
			city of inver	101-6000-451.30-55		9/2009	1.92
						* Total	184.32
09/09/2009	96235	PETTY CASH	name tags	101-3000-419.60-10		9/2009	1.80
			blgd officials meeting	101-3300-419.50-80		9/2009	48.00
			parking	101-6000-451.50-65		9/2009	6.50
						* Total	56.30
09/09/2009	96236	PINE BEND PAVING, INC.	city of inver grove hgts	101-5200-443.60-16		9/2009	1,070.23
						* Total	1,070.23
09/09/2009	96237	QWEST	acct 6514577674	101-6000-451.50-20		9/2009	41.40
						* Total	41.40
09/09/2009	96238	QWEST	acct 6514577671	101-6000-451.50-20		9/2009	41.40
						* Total	41.40
09/09/2009	96239	RICEMWORKS CONSULTING	city of inver grove	101-1100-413.30-70		9/2009	600.00
						* Total	600.00
09/09/2009	96247	ST. JOSEPH EQUIPMENT, I	cust si0930	101-5200-443.40-50		9/2009	876.08
						* Total	876.08
09/09/2009	96249	TOTAL CONSTRUCTION & EQ	city of inver grove hgts	101-5200-443.40-46		9/2009	1,988.58
						* Total	1,988.58
09/09/2009	96250	TRACTOR SUPPLY CREDIT P	acct 6035301200183679	101-3300-419.60-45		9/2009	438.00
			acct 6035301200183679	101-5200-443.60-16		9/2009	269.18
			acct 6035301200183679	101-6000-451.60-40		9/2009	50.82
			acct 6035301200183679	101-6000-451.60-45		9/2009	59.98
						* Total	817.98
09/09/2009	96253	UNITED WAY	inver grove hgts	101-0000-203.13-00		9/2009	178.00
						* Total	178.00

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
09/09/2009	96256	WHAT WORKS INC	inver grove hgts fd	101-4200-423.30-70		9/2009 * Total	1,147.50 1,147.50
09/09/2009	96259	XCEL ENERGY	acct 5142529960	101-5400-445.40-20		9/2009 * Total	3,779.06 3,779.06
09/09/2009	96260	XCEL ENERGY	acct 5188494737	101-5400-445.40-20		9/2009 * Total	58.72 58.72
09/09/2009	96262	XCEL ENERGY	acct 5164318574	101-4200-423.40-10		9/2009 9/2009 * Total	217.60 836.93 1,054.53
08/26/2009	95984	ENSEMBLE CREATIVE & MAR	city of inver grove hgts	201-1600-465.50-30	** Fund Total	8/2009 * Total	152,150.14 320.20 320.20
09/09/2009	96175	BENGTSON, NICOLE	mileage	201-1600-465.50-65		9/2009 9/2009 * Total	65.23 10.61 75.84
09/09/2009	96194	ENSEMBLE CREATIVE & MAR	inver grove hgts	201-1600-465.50-25		9/2009 * Total	1,500.00 1,500.00
09/09/2009	96240	RIVER HEIGHTS CHAMBER O	acct 5737	201-1600-465.30-70		9/2009 9/2009 * Total	1,592.50 200.00 1,792.50
09/09/2009	96190	EAGAN, CITY OF	city of inver grove hgts	403-0000-207.05-00	4 Checks ** Fund Total	9/2009 * Total	3,688.54 2,020.00 2,020.00
09/09/2009	96222	METROPOLITAN COUNCIL EN	city of inver grove hgts	404-0000-217.00-00	1 Checks ** Fund Total	9/2009 * Total	2,020.00 40,000.00 40,000.00
09/09/2009	96172	ARCON CONSTRUCTION CO I	concord blvd - sewer	421-5912-721.80-30	1 Checks ** Fund Total	9/2009 * Total	40,000.00 62,495.73 62,495.73
09/09/2009	96182	DAHNS CONSTRUCTION	sanitary sewer improvemnt	423-5903-723.80-30	1 Checks ** Fund Total	9/2009 * Total	62,495.73 37,485.26 37,485.26
09/02/2009	96094	EMMONS & OLIVIER RESOUR	city of inver grove hgts	425-5907-725.80-30	1 Checks ** Fund Total	9/2009 * Total	37,485.26 848.40 848.40

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
09/02/2009	96154	TOTAL REPAIR, INC.	city of inver grove hgts	425-5907-725.80-30	0507	9/2009 * Total	829.20 829.20
				2 Checks	** Fund Total		1,677.60
09/02/2009	96120	KIMLEY-HORN & ASSOCIATE	city of inver grove hgts	427-5917-727.30-30	0717	8/2009 * Total	1,840.44 1,840.44
09/09/2009	96212	LANDMARK ENVIRONMENTAL,	city of inver grove hgts	427-5914-727.30-30	0714	9/2009 * Total	2,774.16 2,774.16
				2 Checks	** Fund Total		4,614.60
09/02/2009	96068	AMERICAN ENGINEERING TE	cust inv001	428-5913-728.30-34	0813	8/2009 * Total	2,135.35 2,135.35
09/02/2009	96083	COMCAST	city of inver grove hgts	428-5918-728.80-61	0818	9/2009 * Total	15,804.96 15,804.96
09/02/2009	96120	KIMLEY-HORN & ASSOCIATE	city of inver grove hgts	428-5911-728.30-30	0811	8/2009	3,971.04
			city of inver grove hgts	428-5908-728.30-30	0808	9/2009	1,966.30
			city of inver grove hgts	428-5910-728.30-30	0810	8/2009 * Total	1,211.05 7,148.39
09/02/2009	96123	MCCHIE BETTS, INC	city of inver grove hgts	428-5918-728.70-60	0818	9/2009 * Total	976.00 976.00
09/09/2009	96245	SHAW-LUNDQUIST ASSOCIAT	safety addition/city hall	428-5918-728.80-20	0818	9/2009 * Total	434,817.33 434,817.33
				5 Checks	** Fund Total		460,882.03
09/02/2009	96068	AMERICAN ENGINEERING TE	city of inver grove hgts	429-5924-729.30-34	0924	9/2009 * Total	5,000.00 5,000.00
09/02/2009	96076	BONESTROO, ROSENE, ANDE	city of inver grove hgts	429-5929-729.30-30	0929	8/2009 * Total	5,558.50 5,558.50
09/02/2009	96150	STONEBROOKE ENGINEERING	city of inver grove hgts	429-5901-729.30-30	0901	8/2009 * Total	1,142.57 1,142.57
09/02/2009	96163	WSB & ASSOCIATES, INC.	city of inver grove	429-5911-729.30-30	0911	8/2009	8,119.00
			city of inver grove	429-5901-729.30-30	0901	8/2009 * Total	2,119.00 10,238.00
09/09/2009	96193	ENEBAK CONSTRUCTION COM	trunk hwy 3/80th intersec	429-5901-729.80-30	0901	9/2009 * Total	306,175.09 306,175.09
				5 Checks	** Fund Total		328,114.16
08/26/2009	95986	FEDEX KINKO'S	acct 9980016701	440-5900-740.50-30	0809F	8/2009 * Total	100.70 100.70

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09/02/2009	96120	KIMLEY-HORN & ASSOCIATE	city of inver grove hgt	440-5900-740.30-30	0809F	8/2009 * Total	5,307.95 5,307.95
09/02/2009	96149	SOUTH EAST TOWING	city of inver grove hgt	440-5900-740.30-70	0909A	8/2009 * Total	53.44 53.44
09/02/2009	96151	STREET FLEET	city of inver grove hgt	440-5900-740.30-34	0809F	8/2009 * Total	46.88 46.88
09/09/2009	96173	ARCON CONSTRUCTION CO I	south grove reconstructio	440-5900-740.80-30	0909D	9/2009 * Total	354,907.27 354,907.27
09/09/2009	96189	DANNER INC	mill/overlay salem hills	440-5900-740.80-30	0809F	9/2009 * Total	133,693.21 133,693.21
09/09/2009	96233	PEARSON BROTHERS, INC.	sealcoating	440-5900-740.40-46	0909B	9/2009 * Total	12,222.68 12,222.68
09/09/2009	96244	RUM RIVER CONTRACTING C	overlay-cahill/brooks	440-5900-740.80-30	0809G	9/2009 * Total	210,861.29 210,861.29
08/26/2009	96044	ST. CROIX TREE SERVICE,	city of inver grove hgt	443-5900-743.60-16		8/2009	2,853.56
			city of inver grove hgt	443-5900-743.60-16		8/2009 * Total	502.31 3,355.87
09/02/2009	96162	WINDSCAPES	city of inver grove hgt	443-5900-743.60-16		9/2009	448.88
			city of inver grove hgt	443-5900-743.60-16		9/2009	224.44
			city of inver grove hgt	443-5900-743.60-16		9/2009 * Total	448.88 1,122.20
09/09/2009	96192	ENEBAK CONSTRUCTION COM	nw storm water	446-5905-746.80-30	0705	9/2009 * Total	4,478.07 2,610.04 2,610.04
08/26/2009	95956	A.H. BENNETT COMPANY	city of inver grove hgt	501-7100-512.40-40		8/2009 * Total	2,610.04 429.12 429.12
08/26/2009	95959	ACE PAINT & HARDWARE	acct 1126	501-7100-512.60-16		8/2009	6.39
			acct 1126	501-7100-512.60-16		8/2009 * Total	8.54 14.93
08/26/2009	95983	DON PIEHL	city of inver grove hgt	501-7100-512.60-40		8/2009 * Total	118.92 118.92
08/26/2009	95987	FIT TEST INC	city of inver grove hgt	501-7100-512.30-70		8/2009 * Total	175.00 175.00
08/26/2009	95988	G & K SERVICES	acct7494701	501-7100-512.60-45		8/2009	66.17

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08/26/2009	95993	HAWKINS, INC.	acct 108816 acct 108816	501-7100-512.60-19 501-7100-512.60-19		* Total	66.17
08/26/2009	95994	HD SUPPLY WATERWORKS LT	cust 99872 cust 99872 cust 99872	501-7100-512.40-43 501-7100-512.40-43 501-7100-512.75-50		* Total	1,157.41
08/26/2009	95995	HOME DEPOT CREDIT SERVI	acct 6035322502691268	501-7100-512.60-16		* Total	41.67
08/26/2009	96012	METEORLOGIX	cust 0581425	501-7100-512.30-70		* Total	645.38
08/26/2009	96017	MN LIFE INSURANCE CO	policy 0027324	501-7100-512.20-62		* Total	52.75
08/26/2009	96041	SPRINT	acct 842489314	501-7100-512.50-20		* Total	278.33
08/26/2009	96049	TKDA	city of inver grove hgts	501-7100-512.30-70		* Total	278.33
08/26/2009	96055	VIKING ELECTRIC SUPPLY	city of inver grove hgts	501-7100-512.40-42		* Total	1,263.24
09/02/2009	96067	ACE PAINT & HARDWARE	cust 1126	501-7100-512.60-16		* Total	1,263.24
09/02/2009	96093	ELECTRIC PUMP INC	city of inver grove hgts	501-7100-512.40-42		* Total	818.61
09/02/2009	96096	FLUEGEL ELEVATOR, INC.	city of inver grove hgts	501-7100-512.60-16		* Total	818.61
09/02/2009	96100	G & K SERVICES	acct 7494701	501-7100-512.60-45		* Total	25.08
09/02/2009	96108	HD SUPPLY WATERWORKS LT	acct 099872	501-7100-512.75-50		* Total	25.08
09/02/2009	96113	INTEGRA CHEMICAL COMPAN	city of inver grove hgts	501-7100-512.60-16		* Total	990.19
09/02/2009	96126	MN AWWA	attende; dan helling	501-7100-512.50-80		* Total	990.19
09/02/2009	96155	UNITED PARCEL SERVICE	acct v4650v	501-7100-512.60-16		* Total	192.27
						* Total	192.27
						* Total	28.48
						* Total	28.48
						* Total	1,694.79
						* Total	1,694.79
						* Total	688.75
						* Total	688.75
						* Total	205.00
						* Total	205.00
						* Total	16.04
						* Total	16.04

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09/09/2009	96196 G	K SERVICES	acct 7494701	501-7100-512.60-45		9/2009 * Total	28.48 28.48
09/09/2009	96223 MN	AWWA	attende; jim sweeney	501-7100-512.50-80		9/2009 * Total	205.00 205.00
09/09/2009	96231	OPTUMHEALTH FINANCIAL S	city of inver	501-7100-512.30-55		9/2009 * Total	23.43 23.43
09/09/2009	96261 XCEL	ENERGY	acct 5160987097	501-7100-512.40-10		9/2009	656.71
			acct 5160987097	501-7100-512.40-20		9/2009 * Total	16,274.78 16,931.49
08/26/2009	95988 G & K	SERVICES	acct7494701	502-7200-514.60-45	** Fund Total	8/2009 * Total	28.37 28.37
08/26/2009	96017 MN	LIFE INSURANCE CO	policy 0027324	502-7200-514.20-62		8/2009 * Total	34.04 34.04
09/02/2009	96073	BATTERIES PLUS	cust c1034	502-7200-514.60-16		9/2009 * Total	46.89 46.89
09/02/2009	96100 G & K	SERVICES	acct 7494701	502-7200-514.60-45		9/2009 * Total	12.21 12.21
09/09/2009	96196 G & K	SERVICES	acct 7494701	502-7200-514.60-45		9/2009 * Total	12.21 12.21
09/09/2009	96231	OPTUMHEALTH FINANCIAL S	city of inver	502-7200-514.30-55		9/2009 * Total	15.62 15.62
09/09/2009	96261 XCEL	ENERGY	acct 5160987097	502-7200-514.40-20		9/2009 * Total	220.37 220.37
08/26/2009	95957 AA	PARTY & TENT RENTAL	inverwood golf course	503-8300-524.60-65	7 Checks ** Fund Total	8/2009 * Total	369.71 897.75 897.75
08/26/2009	95959 ACE	PAINT & HARDWARE	acct 1126	503-8600-527.60-12		8/2009	20.26
			acct 1126	503-8600-527.60-21		8/2009	28.85
			acct 1126	503-8400-525.40-41		8/2009 * Total	12.27 61.38
08/26/2009	95989	GEMPLER'S INC.	acct 799	503-8600-527.60-10		8/2009 * Total	76.75 76.75
08/26/2009	96000	INTEGRA TELECOM	acct 5259	503-8500-526.60-65		8/2009 * Total	312.74 312.74
08/26/2009	96011	MENARDS - WEST ST. PAUL	acct 30170265	503-8500-526.60-65		8/2009	16.03

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08/26/2009	96017	MN LIFE INSURANCE CO	policy 0027324	503-8000-521.20-62		8/2009	10.73
			Policy 0027324	503-8500-526.20-62		8/2009	24.80
			Policy 0027324	503-8600-527.20-62		8/2009	41.82
						* Total	77.35
08/26/2009	96059	WESTSIDE EQUIPMENT	acct inverwo	503-8400-525.40-41		8/2009	89.41
						* Total	89.41
09/02/2009	96070	ARCTIC GLACIER, INC.	acct 1726134	503-8300-524.60-65		8/2009	33.16
			acct 1726134	503-8300-524.60-65		8/2009	65.32
			acct 1726134	503-8300-524.60-65		8/2009	129.64
			acct 1726134	503-8300-524.60-65		8/2009	193.96
						* Total	422.08
09/02/2009	96081	COCA COLA BOTTLING COMP	acct 3079049	503-8300-524.76-10		8/2009	913.35
			acct 3079049	503-8300-524.76-10		8/2009	625.35
						* Total	1,538.70
09/02/2009	96082	COLLEGE CITY BEVERAGE	acct 3592	503-8300-524.76-15		8/2009	469.20
			acct 3592	503-8300-524.76-15		8/2009	215.60
			cust 3592	503-8300-524.76-15		9/2009	416.60
						* Total	1,101.40
09/02/2009	96091	DEX MEDIA EAST	acct 110360619	503-8500-526.50-25		9/2009	75.50
						* Total	75.50
09/02/2009	96092	DON FIEHL	inverwood golf	503-8600-527.40-42		8/2009	41.19
						* Total	41.19
09/02/2009	96097	FOOTJOY	acct 836322430621772243	503-8200-523.76-40		9/2009	78.49
						* Total	78.49
09/02/2009	96101	G & K SERVICES	acct 0157401	503-8600-527.60-45		8/2009	86.20
						* Total	86.20
09/02/2009	96103	GARY'S PEST CONTROL	inverwood golf	503-8500-526.40-40		8/2009	69.47
						* Total	69.47
09/02/2009	96106	GRANDMA'S BAKERY	inverwood golf	503-8300-524.76-05		8/2009	52.11
			inverwood golf	503-8300-524.76-05		8/2009	59.66
			inverwood golf	503-8300-524.76-05		8/2009	54.88
			inverwood golf	503-8300-524.76-05		8/2009	54.88
			inverwood golf	503-8300-524.76-05		8/2009	80.48
			inverwood golf	503-8300-524.76-05		8/2009	49.34
			inverwood golf	503-8300-524.76-05		8/2009	52.11
			inverwood golf	503-8300-524.76-05		8/2009	52.11
			inverwood golf	503-8300-524.76-05		8/2009	59.66
			inverwood golf	503-8300-524.76-05		8/2009	57.65
			inverwood golf	503-8300-524.76-05		8/2009	102.84
			inverwood golf	503-8300-524.76-05		8/2009	49.34
						* Total	725.06

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09/02/2009	96109	HEGGIES PIZZA	cust 1708	503-8300-524.76-05		8/2009 * Total	87.10 87.10
09/02/2009	96116	JJ TAYLOR DIST. COMPANY	cust 834	503-8300-524.76-05		8/2009	234.00
			cust 834	503-8300-524.76-05		8/2009 * Total	80.00 314.00
09/02/2009	96121	M. AMUNDSON LLP	cust 902858	503-8300-524.76-05		8/2009 * Total	135.10 135.10
09/02/2009	96135	PERFORMANCE DRAFT BEER	inverwood golf course	503-8300-524.40-42		8/2009 * Total	30.00 30.00
09/02/2009	96137	PINKY'S SEWER SERVICE I	inverwood golf course	503-8600-527.40-15		9/2009 * Total	185.00 185.00
09/02/2009	96140	PRECISION TURF & CHEMIC	cust inve01	503-8600-527.60-30		8/2009	2,292.47
			cust inve01	503-8600-527.60-35		8/2009 * Total	891.60 3,184.07
09/02/2009	96153	TITLEIST	acct 836312430621771243	503-8200-523.76-45		8/2009 * Total	201.79 201.79
09/02/2009	96156	US FOODSERVICE	cust 2230000	503-8300-524.60-65		8/2009	273.35
			cust 2230000	503-8300-524.76-05		8/2009	901.80
			cust 2230000	503-8300-524.76-05		8/2009 * Total	156.57 1,331.72
09/02/2009	96158	VERIZON WIRELESS	acct 480568913	503-8500-526.50-20		9/2009 * Total	8.51 8.51
09/02/2009	96164	XCEL ENERGY	acct 5158775110	503-8600-527.40-20		9/2009 * Total	23.12 23.12
09/02/2009	96168	XCEL ENERGY	acct 5158775121	503-8600-527.40-20		9/2009 * Total	2,194.24 2,194.24
09/09/2009	96170	ACE PAINT & HARDWARE	cust 1126	503-8600-527.40-40		9/2009 * Total	16.20 16.20
09/09/2009	96174	ARCTIC GLACIER, INC.	acct 1726134	503-8300-524.60-65		9/2009 * Total	97.48 97.48
09/09/2009	96176	BUSINESS VOICE	inverwood golf course	503-8500-526.50-25		9/2009 * Total	250.00 250.00
09/09/2009	96179	COCA COLA BOTTLING COMP	acct 3079049	503-8300-524.76-10		9/2009 * Total	450.30 450.30
09/09/2009	96181	COVERALL OF THE TWIN CI	acct 2469	503-8500-526.40-40		9/2009 * Total	1,122.19 1,122.19
09/09/2009	96184	DAKOTA ELECTRIC ASSN	acct2013605	503-8600-527.40-20		9/2009	203.04

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09/09/2009	96196	G & K SERVICES	acct 12446	503-8600-527.60-45		* Total	203.04
09/09/2009	96197	GARELICK STEEL CO., INC	city of inver grove hgts	503-8400-525.40-41		9/2009	80.23
						* Total	80.23
09/09/2009	96198	GRAINGER	acct 855256939	503-8600-527.40-40		9/2009	54.24
						* Total	54.24
09/09/2009	96199	GRANDMA'S BAKERY	acct 24400	503-8300-524.76-05		9/2009	49.34
			acct 24400	503-8300-524.76-05		9/2009	66.45
			acct 24400	503-8300-524.76-05		9/2009	120.08
			acct 24400	503-8300-524.76-05		9/2009	54.88
			acct 24400	503-8300-524.76-05		9/2009	49.34
			cust 24400	503-8300-524.76-05		9/2009	49.34
						* Total	389.43
09/09/2009	96202	HANCO CORPORATION	acct 332801	503-8600-527.60-14		9/2009	100.30
						* Total	100.30
09/09/2009	96209	JJ TAYLOR DIST. COMPANY	inverwood golf course	503-8300-524.76-15		9/2009	234.00
						* Total	234.00
09/09/2009	96211	KIMBALL MIDWEST	acct 222007	503-8600-527.40-42		9/2009	45.81
						* Total	45.81
09/09/2009	96220	M. AMUNDSON LLP	acct 902858	503-8300-524.76-05		9/2009	198.60
			cust 902858	503-8300-524.76-05		9/2009	175.60
						* Total	374.20
09/09/2009	96227	MTI DISTRIBUTING CO	acct 402307	503-8600-527.40-42		9/2009	622.89
			acct 402307	503-8600-527.40-42		9/2009	100.53
			acct 402307	503-8600-527.60-08		9/2009	1,281.72
			acct 402307	503-8600-527.60-08		9/2009	1,939.78
			acct 402307	503-8600-527.60-08		9/2009	387.96-
			acct 402307	503-8600-527.40-42		9/2009	33.75
			acct 402307	503-8600-527.60-08		9/2009	98.65
			acct 402307	503-8600-527.40-42		9/2009	181.60
			acct 402307	503-8600-527.40-42		9/2009	330.05
			acct 402307	503-8600-527.60-08		9/2009	767.33
			acct 402307	503-8600-527.60-08		9/2009	1,173.34
			acct 402307	503-8600-527.60-08		9/2009	387.96-
			acct 402307	503-8600-527.40-42		9/2009	561.35
						* Total	6,315.07
09/09/2009	96228	NAPA OF INVER GROVE HEI	acct 301	503-8600-527.40-42		9/2009	18.47
			acct 301	503-8600-527.60-12		9/2009	21.66
			acct 301	503-8600-527.40-42		9/2009	4.75
						* Total	44.88
09/09/2009	96231	OPTUMHEALTH FINANCIAL S	city of inver	503-8500-526.30-55		9/2009	4.15

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09/09/2009	96231	OPTUMHEALTH FINANCIAL S	city of inver	503-8600-527.30-55		9/2009 * Total	11.30 15.45
09/09/2009	96241	RJ'S GOLF CARTS INC	inverwood golf	503-8400-525.40-65		9/2009 * Total	1,488.00 1,488.00
09/09/2009	96251	TURFWERKS	acct t11331	503-8600-527.40-42		9/2009 * Total	63.08 63.08
09/09/2009	96254	US FOODSERVICE	acct 223000	503-8300-524.60-65		9/2009	252.51
			acct 223000	503-8300-524.76-05		9/2009	704.93
			acct 223000	503-8300-524.60-65		9/2009	322.13
			acct 2230000	503-8300-524.76-05		9/2009 * Total	508.11 1,787.68
09/09/2009	96257	WIRTZ BEVERAGE MN BEER	inverwood golf	503-8300-524.76-15		9/2009 * Total	54.00 54.00
09/09/2009	96258	XCEL ENERGY	acct 5157543641	503-8500-526.40-10		9/2009	53.00
			acct 5157543641	503-8500-526.40-20		9/2009 * Total	1,485.83 1,538.83
08/26/2009	95974	CRESS, DAVID	league cancelation	504-0000-207.03-00		8/2009	27.93
			league cancelation	504-0000-228.01-00		8/2009	50.00
			league cancelation	504-0000-347.00-00	R50150	8/2009 * Total	392.07 470.00
08/26/2009	95977	DAKOTA CITY PARKS DEPT	kids camp	504-6100-452.50-90	R20120	8/2009 * Total	175.00 175.00
08/26/2009	96014	MN DISTANCE RUNNING ASS	city of inver grove	504-6100-452.50-25	R32000	8/2009 * Total	200.00 200.00
08/26/2009	96017	MN LIFE INSURANCE CO	policy 0027324	504-6100-452.20-62	R90100	8/2009 * Total	68.78 68.78
08/26/2009	96035	RICK, DON	class canceled	504-0000-347.00-00	R41050	8/2009 * Total	25.00 25.00
08/26/2009	96038	SKYHAWKS SPORTS ACADEMY	city of inver grove hgts	504-6100-452.30-70	R40640	8/2009 * Total	930.00 930.00
09/02/2009	96080	CHAMPIONSHIP PRODUCTS	cust id igh parks	504-6100-452.60-45	R40100	9/2009	206.00
			cust id igh parks	504-6100-452.60-45	R40100	9/2009 * Total	53.25 259.25
09/02/2009	96102	GARCIA, GIL	class canceled	504-0000-347.00-00	R55000	9/2009 * Total	75.00 75.00
09/02/2009	96111	IKON OFFICE SOLUTIONS	acct 1452531017392	504-6100-452.40-65	R90100	9/2009 * Total	263.56 263.56

49 Checks \*\* Fund Total

28,208.62

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09/02/2009	96112	IKON OFFICE SOLUTIONS	acct 3281870	504-6100-452.40-44	R90100	9/2009 * Total	396.90 396.90
09/02/2009	96132	NEXTEL COMMUNICATIONS	acct 302193319	504-6100-452.50-20	R90100	9/2009 * Total	93.46 93.46
09/02/2009	96141	PROKART INDOORS	city of inver grove hgts	504-6100-452.50-90	R20140	9/2009 * Total	589.19 589.19
09/02/2009	96148	SHORT ELLIOTT HENDRICKS	city of inver grove hgts	504-6100-452.50-90	R20140	9/2009 * Total	29,581.68 29,581.68
09/09/2009	96231	OPTUMHEALTH FINANCIAL S	city of inver	504-6100-452.30-55	R90100	9/2009 * Total	7.90 7.90
09/09/2009	96235	PETTY CASH	supplies park program	504-6100-452.60-09	R10350	9/2009 * Total	20.57 20.57
09/09/2009	96243	ROBERT BEALKE INDUSTRIE	skate jam	504-6100-452.30-70	R30450	9/2009 * Total	375.00 375.00
09/09/2009	96252	TWIN CITY TRUCK & VAN R	city of inver grove	504-6100-452.40-50	R20680	9/2009 * Total	481.79 481.79
08/26/2009	95959	ACE PAINT & HARDWARE	cust 1126	505-6200-453.60-16	C21000	8/2009 * Total	3.51 3.51
08/26/2009	95967	BECKER ARENA PRODUCTS,	inver grove hts	505-6200-453.60-16	C21000	8/2009 * Total	122.66 122.66
08/26/2009	95979	DAKOTA GLASS & GLAZING	veterans memorial	505-6200-453.40-40	C21000	8/2009 * Total	595.00 595.00
08/26/2009	95991	GRAINGER	acct 806460150 acct 806460150	505-6200-453.60-16 505-6200-453.60-16	C25000 C21000	8/2009 * Total	29.51 25.01 54.52
08/26/2009	95999	INSERRA, MICHELE	canceled swim lessons	505-0000-352.35-00	C51000	8/2009 * Total	76.00 76.00
08/26/2009	96006	LAB SAFETY SUPPLY INC	acct 2939	505-6200-453.60-16	C21000	8/2009 * Total	38.71 38.71
08/26/2009	96013	METRO GROUP INC, THE	acct inv33000	505-6200-453.60-16	C21000	8/2009 * Total	2,177.84 2,177.84
08/26/2009	96017	MN LIFE INSURANCE CO	policy 0027324	505-6200-453.20-62	C70000	8/2009 * Total	111.54 111.54
08/26/2009	96028	OLSEN FIRE INSPECTION,	city of inver grove	505-6200-453.50-55	C25000	8/2009 * Total	480.00 480.00
17 Checks ** Fund Total							34,013.08

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE # / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
08/26/2009	96031	PREMIER ELECTRICAL CORP	city of inver grove	505-6200-453.40-40	C25000	8/2009 * Total	685.00 685.00
08/26/2009	96034	R & R SPECIALTIES OF WI	veterans memorial	505-6200-453.40-42	C21000	8/2009 * Total	50.00 50.00
08/26/2009	96037	SAFE-WAY BUS COMPANY	veterans memorial	505-6200-453.70-61	C65100	8/2009 * Total	1,575.00 1,575.00
08/31/2009	96066	US POSTMASTER	vmcc	505-6200-453.50-35	C95000	8/2009 * Total	2,115.00 2,115.00
09/02/2009	96081	COCA COLA BOTTLING COMP	cust 3291555	505-6200-453.60-65	C30400	9/2009	55.00
			cust 3291555	505-6200-453.76-10	C30400	9/2009	354.00
			cust 3291552	505-6200-453.60-65	C30200	9/2009	55.00
			cust 3291552	505-6200-453.76-10	C30200	9/2009	400.65
						* Total	864.65
09/02/2009	96084	COMCAST	acct 8772105910127188	505-6200-453.50-70	C10000	9/2009 * Total	179.01 179.01
09/02/2009	96086	COSTUME GALLERY	city of inver grove hgts	505-6200-453.60-65	C40000	9/2009	308.91
			city of inver grove hgts	505-6200-453.60-65	C40000	9/2009	174.81
						* Total	483.72
09/02/2009	96111	IKON OFFICE SOLUTIONS	acct 1452531017392	505-6200-453.40-65	C10000	9/2009 * Total	439.26 439.26
09/02/2009	96112	IKON OFFICE SOLUTIONS	acct 3281870	505-6200-453.40-44	C10000	9/2009 * Total	926.10 926.10
09/02/2009	96115	JD LETTERING & SPORTSWE	the grove comm ctr	505-6200-453.60-45	C70000	9/2009 * Total	64.13 64.13
09/02/2009	96122	MAXIMUM SOLUTIONS	city of inver grove hgts	505-6200-453.40-44	C10000	9/2009 * Total	425.00 425.00
09/02/2009	96125	MIRACLE RECREATION EQUI	city of inver grove	505-6200-453.60-16	C25000	9/2009 * Total	13,880.15 13,880.15
09/02/2009	96130	MRPA	attende; amy crary	505-6200-453.50-80	C70000	9/2009 * Total	15.00 15.00
09/02/2009	96133	NEXTEL COMMUNICATIONS	acct 573073317	505-6200-453.50-20	C25000	9/2009 * Total	376.15 376.15
09/02/2009	96160	VISTAR CORPORATION	acct 10135003	505-6200-453.76-05	C30400	9/2009	851.07
			acct 10095779	505-6200-453.76-05	C30200	9/2009	242.57
			acct 10135003	505-6200-453.76-05	C30400	9/2009	264.42
			acct 10095779	505-6200-453.60-65	C30200	9/2009	79.94
			acct 10095779	505-6200-453.76-05	C30200	9/2009	397.03
						* Total	1,835.03

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
09/02/2009	96169	1ST LINE/LEEWES VENTURE	inver grove hgts inver grove hgts	505-6200-453.76-10 505-6200-453.60-65	C30200 C30200	9/2009 9/2009 * Total	201.75 124.20 325.95
09/09/2009	96201	HALDEMAN-HOMME, INC	armory gym floor	505-6200-453.80-20	C21000	9/2009 * Total	73,458.75 73,458.75
09/09/2009	96206	HOFFMEYER, DENISE	daycare not used	505-0000-352.65-00	C60100	9/2009 * Total	10.00 10.00
09/09/2009	96229	NATIVITY CHURCH & SCHOO	overpmt on rental	505-0000-352.27-00	C55000	9/2009 * Total	35.00 35.00
09/09/2009	96231	OPTUMHEALTH FINANCIAL S	city of inver	505-6200-453.30-55	C50000	9/2009 * Total	32.38 32.38
09/09/2009	96235	PETTY CASH	silver sneakers postage fitness supplies supplies for cocnut hut	505-6200-453.50-35 505-6200-453.60-40 505-6200-453.60-65	C10100 C70000 C60100	9/2009 9/2009 9/2009 * Total	9.90 6.81 6.39 23.10
09/09/2009	96242	ROBBINSDALE AREA SCHOOL	group rental	505-0000-352.27-00	C55000	9/2009 * Total	30.00 30.00
09/09/2009	96255	USAQUATICS, INC	city of inver grove	505-6200-453.30-30	C25000	9/2009 * Total	1,000.00 1,000.00
09/09/2009	96264	ZEBEC OF NORTH AMERICA	city of inver grove hgts	505-6200-453.60-16	C25000	9/2009 * Total	1,190.29 1,190.29
08/26/2009	96017	MN LIFE INSURANCE CO	policy 0027324	602-2100-415.20-62		8/2009 * Total	2.07 2.07
09/09/2009	96231	OPTUMHEALTH FINANCIAL S	city of inver	602-2100-415.30-55		9/2009 * Total	.70 .70
08/26/2009	95959	ACE PAINT & HARDWARE	cust 16159 cust 16159	603-5300-444.40-41 603-5300-444.60-12		8/2009 8/2009 * Total	64.07 9.38 73.45
08/26/2009	95961	AM POWER SERVICE INC	inver grove hts	603-5300-444.40-41		8/2009 * Total	120.26 120.26
08/26/2009	95969	BOYER TRUCKS - PARTS DI	acct c20390	603-5300-444.40-41		8/2009 * Total	73.42 73.42
08/26/2009	95971	CARQUEST OF ROSEMOUNT	cust 614420 cust 614420 cust 614420	603-5300-444.40-41 603-5300-444.40-41 603-5300-444.40-41		8/2009 8/2009 8/2009	42.39 70.33 50.43
33 Checks      ** Fund Total      103,678.45 2 Checks      ** Fund Total      2.77							

City of Inver Grove Heights  
CHECK REGISTER BY FUND

Prepared: 09/09/2009, 15:29:03  
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Bank: 00 City of Inver Grove Heights

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
08/26/2009	95971	CARQUEST OF ROSEMOUNT	cust 614420	603-0000-145.50-00		8/2009	98.57
			cust 614420	603-0000-145.50-00		8/2009	124.92
			cust 614420	603-5300-444.40-41		8/2009	8.21
			cust 614420	603-5300-444.60-12		8/2009	34.63
			cust 614420	603-5300-444.60-12		8/2009	7.33
			cust 614420	603-5300-444.40-41		8/2009	88.47
			cust 614420	603-0000-145.50-00		8/2009	18.17
			cust 614420	603-5300-444.40-41		8/2009	77.30
			cust 614420	603-0000-145.50-00		8/2009	59.87
						* Total	680.62
08/26/2009	95983	DON PIEHL	city of inver grove hgts	603-5300-444.60-40		8/2009	71.77
			city of inver grove hgts	603-5300-444.60-40		8/2009	29.27
						* Total	101.04
08/26/2009	95985	FACTORY MOTOR PARTS COM	acct 10799	603-5300-444.40-41		8/2009	17.17
						* Total	17.17
08/26/2009	95988	G & K SERVICES	acct7494701	603-5300-444.40-65		8/2009	108.94
			acct7494701	603-5300-444.60-45		8/2009	41.51
						* Total	150.45
08/26/2009	95996	HOME DEPOT CREDIT SERVI	acct 635322502061959	603-5300-444.40-41		8/2009	13.86
						* Total	13.86
08/26/2009	95998	I-STATE TRUCK CENTER	acct 13468	603-5300-444.40-41		8/2009	145.31
						* Total	145.31
08/26/2009	96002	INVER GROVE FORD	city of inver grove hgts	603-5300-444.40-41		8/2009	62.86
			city of inver grove hgts	603-5300-444.40-41		8/2009	41.63
			city of inver grove hgts	603-5300-444.40-41		8/2009	224.03
			city of inver grove hgts	603-5300-444.40-41		8/2009	4.39
			city of inver grove hgts	603-5300-444.40-41		8/2009	4.39
			city of inver grove hgts	603-5300-444.40-41		8/2009	100.00
						* Total	437.30
08/26/2009	96008	LANGULA HARDWARE INC	city of inver grove hgts	603-5300-444.40-41		8/2009	443.33
						* Total	443.33
08/26/2009	96009	MACQUEEN EQUIPMENT INC	city of inver grove hgts	603-5300-444.40-41		8/2009	288.27
						* Total	288.27
08/26/2009	96010	MATCO TOOLS	city of inver grove hgts	603-5300-444.60-40		8/2009	143.55
						* Total	143.55
08/26/2009	96017	MN LIFE INSURANCE CO	policy 0027324	603-5300-444.20-62		8/2009	22.25
						* Total	22.25
08/26/2009	96018	MN LOCKS	acct 117	603-5300-444.40-40		8/2009	152.66
						* Total	152.66
08/26/2009	96022	NEXTEL COMMUNICATIONS	acct 249383315	603-5300-444.50-20		8/2009	64.02
						* Total	64.02

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
08/26/2009	96026	NORTHLAND CHEMICAL CORP	acct 45025141	603-5300-444.60-22		8/2009 * Total	132.42 132.42
08/26/2009	96036	ROAD RESCUE EMERGENCY V	city of inver grove hghts	603-5300-444.40-41		8/2009 * Total	158.86 158.86
08/26/2009	96058	WESTERN PETROLEUM COMPA	city of inver grove hghts	603-0000-145.50-00		8/2009 * Total	901.48 901.48
09/02/2009	96067	ACE PAINT & HARDWARE	cust 1126	603-5300-444.40-40		9/2009 * Total	67.26 67.26
09/02/2009	96079	CARQUEST OF ROSEMOUNT	acct 614420	603-5300-444.40-41		9/2009	127.31
			acct 614420	603-5300-444.60-12		9/2009	25.52
			acct 614420	603-0000-145.50-00		9/2009	12.14
			acct 614420	603-5300-444.40-41		9/2009	13.58
			acct 614420	603-5300-444.60-40		9/2009	19.21
			acct 614420	603-5300-444.40-41		9/2009	19.16
			acct 614420	603-0000-145.50-00		9/2009	22.21
			acct 614420	603-5300-444.40-41		9/2009	35.00
			acct 614420	603-5300-444.60-12		9/2009	5.63
			acct 614420	603-5300-444.40-41		9/2009	126.75
			acct 614420	603-0000-145.50-00		9/2009	26.48
			acct 614420	603-5300-444.40-41		9/2009	33.96-
			acct 614420	603-5300-444.40-41		9/2009	26.25
			acct 614420	603-5300-444.40-41		9/2009	10.69-
			acct 614420	603-5300-444.40-41		9/2009	5.56-
						* Total	409.03
09/02/2009	96087	CRAWFORD DOOR SALES COM	acct 4840	603-5300-444.40-40		9/2009 * Total	143.75 143.75
09/02/2009	96095	FACTORY MOTOR PARTS COM	inver grove hghts	603-0000-145.50-00		9/2009 * Total	42.41 42.41
09/02/2009	96098	FORCE AMERICA, INC.	inver grove hghts	603-5300-444.40-41		9/2009	589.49
			inver grove hghts	603-5300-444.40-41		9/2009	51.71
						* Total	641.20
09/02/2009	96100	G & K SERVICES	acct 7494701	603-5300-444.40-65		9/2009	108.94
			acct 7494701	603-5300-444.60-45		9/2009	95.36
						* Total	204.30
09/02/2009	96105	GRAINGER	acct 806460150	603-5300-444.40-40		9/2009 * Total	108.31 108.31
09/02/2009	96107	HANCO CORPORATION	acct 332660	603-5300-444.40-41		9/2009 * Total	221.58 221.58
09/02/2009	96119	KIMBALL MIDWEST	acct 222006	603-5300-444.60-12		9/2009 * Total	108.88 108.88
09/02/2009	96127	MN LOCKS	cust 117	603-5300-444.40-40		9/2009	10.67

City of Inver Grove Heights  
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CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
09/02/2009	96138	POMP'S TIRE SERVICE, IN	acct 4502557	603-0000-145.50-00		* Total	10.67
						9/2009	1,280.45
						* Total	1,280.45
09/02/2009	96146	SAM'S CLUB	acct 7715090061845624	603-5300-444.60-11		9/2009	180.59
						* Total	180.59
09/09/2009	96177	CARQUEST OF ROSEMOUNT	acct 614420	603-5300-444.40-41		9/2009	252.82
			acct 614420	603-0000-145.50-00		9/2009	55.10
			acct 614420	603-5300-444.40-41		9/2009	2.21
			acct 614420	603-0000-145.50-00		9/2009	15.59
			acct 614420	603-5300-444.60-12		9/2009	16.30
			acct 614420	603-5300-444.40-41		9/2009	33.11
			acct 614420	603-5300-444.60-12		9/2009	18.55
						* Total	393.68
09/09/2009	96196	G & K SERVICES	acct 7494701	603-5300-444.40-65		9/2009	108.94
			acct 7494701	603-5300-444.60-45		9/2009	41.51
						* Total	150.45
09/09/2009	96200	H&L MESABI	cust 514	603-5300-444.40-41		9/2009	326.00
			cust 514	603-0000-145.50-00		9/2009	2,565.00
						* Total	2,891.00
09/09/2009	96203	HARTLAND FUEL PRODUCTS	cust 382510001	603-0000-145.60-00		9/2009	6,898.24
			cust 382510001	603-0000-145.60-00		9/2009	3,021.93
						* Total	9,920.17
09/09/2009	96213	LANGULA HARDWARE INC	city of inver grove hgts	603-5300-444.40-41		9/2009	67.47
						* Total	67.47
09/09/2009	96225	MN FALL MAINTENANCE EXP	city of inver grove hgts	603-5300-444.50-80		9/2009	150.00
						* Total	150.00
09/09/2009	96232	OXYGEN SERVICE COMPANY,	cust 04393	603-5300-444.60-12		9/2009	39.49
			cust 04393	603-5300-444.60-12		9/2009	13.09
						* Total	52.58
09/09/2009	96235	PETTY CASH	inspection decals	603-5300-444.40-41		9/2009	8.00
						* Total	8.00
09/09/2009	96246	SOUTH ST PAUL STEEL SUP	cust 0100202	603-5300-444.60-12		9/2009	152.30
						* Total	152.30
09/09/2009	96250	TRACTOR SUPPLY CREDIT P	acct 6035301200183679	603-5300-444.60-12		9/2009	6.95
						* Total	6.95
09/09/2009	96251	TURFWERKS	acct t11270	603-5300-444.40-41		9/2009	83.63
			acct t11270	603-5300-444.40-41		9/2009	62.47
						* Total	21.16
						** Fund Total	21,309.59

42 Checks

City of Inver Grove Heights  
CHECK REGISTER BY FUND

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CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE # / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
08/26/2009	95975	CUTTING EDGE TECHNOLOGI	repair	604-2200-416.60-07		8/2009 * Total	480.94 480.94
08/26/2009	96017	MN LIFE INSURANCE CO	policy 0027324	604-2200-416.20-62		8/2009 * Total	.94 .94
08/26/2009	96029	PRECISION DATA SYSTEMS	police copy paper	604-2200-416.60-05		8/2009 * Total	142.10 142.10
08/26/2009	96030	PRECISION DATA SYSTEMS	copy paper	604-2200-416.60-05		8/2009	906.66
			igh letterhead envelopes	604-2200-416.60-10		8/2009 * Total	962.41 1,869.07
09/02/2009	96139	PRECISION DATA SYSTEMS	letterhead/color/legal	604-2200-416.60-10		8/2009 * Total	1,617.00 1,617.00
				5 Checks	** Fund Total		4,110.05
08/26/2009	96001	INTEGRA TELECOM	acct 2129	605-3100-419.40-40		8/2009 * Total	462.55 462.55
08/26/2009	96017	MN LIFE INSURANCE CO	policy 0027324	605-3100-419.20-62		8/2009 * Total	7.96 7.96
08/26/2009	96027	NS/I MECHANICAL CONTRAC	city of inver grove hgts	605-3100-419.40-40		8/2009 * Total	228.03 228.03
08/26/2009	96053	US POSTMASTER	permit pd95009-000	605-3100-419.50-35		8/2009 * Total	100.00 100.00
08/27/2009	96065	US POSTMASTER	city of inver grove hgts	605-3100-419.50-35		8/2009 * Total	1,326.46 1,326.46
09/02/2009	96075	BLOOMINGTON SECURITY SO	city of inver grove hgts	605-3100-419.60-65		9/2009 * Total	97.52 97.52
09/02/2009	96147	SAM'S CLUB	acct 7715090063580633	605-3100-419.60-11		9/2009 * Total	5.69 5.69
09/09/2009	96205	HILLYARD INC	cust 274069	605-3100-419.60-11		9/2009 * Total	127.48 127.48
09/09/2009	96219	LONE OAK COMPANIES	inver grove hgt	605-3100-419.50-35		9/2009 * Total	412.44 412.44
09/09/2009	96248	THYSSENKRUPP ELEVATOR C	acct 941639	605-3100-419.40-40		9/2009 * Total	286.64 286.64
				10 Checks	** Fund Total		3,054.77
08/26/2009	95981	DEMARSAR, LLC	consulting	606-1400-413.30-70		8/2009 * Total	7,250.00 7,250.00

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
08/26/2009	95982	DELL MARKETING	acct 019368783	606-1400-413.60-10		8/2009 * Total	47.85 47.85
08/26/2009	96003	JR'S APPLIANCE DISPOSAL	city of inver grove hgts	606-1400-413.60-10		8/2009 * Total	60.00 60.00
08/26/2009	96017	MN LIFE INSURANCE CO	policy 0027324	606-1400-413.20-62		8/2009 * Total	8.51 8.51
08/26/2009	96054	VERIZON WIRELESS	acct 280581502	606-1400-413.50-20		8/2009 * Total	32.39 32.39
09/02/2009	96134	OFFICE OF ENTERPRISE TE	city of inver grove hgts	606-1400-413.30-75		9/2009 9/2009 * Total	311.81 100.00 411.81
09/09/2009	96263	XEROX DIRECT	acct 4019590	606-1400-413.60-10		9/2009 * Total	64.21 64.21
09/02/2009	96089	DAKOTA CTY SHERIFF'S DE	christopher m jones	702-0000-229.10-00		9/2009 * Total	300.00 300.00
09/02/2009	96094	EMMONS & OLIVIER RESOUR	inver grove hgts	702-0000-228.21-00		8/2009 8/2009 8/2009 * Total	1,328.15 722.85 911.45 2,962.45
09/02/2009	96145	RETKA, JOE	hydrant deposit	702-0000-229.43-00		9/2009 * Total	919.66 919.66
08/26/2009	96017	MN LIFE INSURANCE CO	policy 0027324	703-5500-446.20-62		8/2009 * Total	2.22 2.22
09/02/2009	96072	BARR ENGINEERING COMPAN	city of inver grove hgts	703-5500-446.30-30		9/2009 9/2009 * Total	2,045.50 1,278.32 3,323.82
09/09/2009	96218	LIBERTY TIRE SERVICES	city of inver grove hgts	703-5500-446.40-25		9/2009 * Total	87.00 87.00
						** Fund Total	3,413.04
						*** Bank Total	2,068,928.59
						*** Grand Total	2,068,928.59

**CITY OF INVER GROVE HEIGHTS**

**REQUEST FOR COUNCIL ACTION**

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Meeting Date: September 14, 2009  
Item Type: Consent  
Contact:  
Prepared by: Joe Lynch, City Administrator  
Reviewed by:

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

**PURPOSE/ACTION REQUESTED**

Council to set a Special Council meeting date and time to discuss the 2010 Budget and Management Structure.

**SUMMARY**

During preliminary budget discussions Council has indicated that they would like to take a look at different scenarios for cost savings for the 2010 Budget . Council previously discussed setting a time and date that would not be a regularly scheduled Council meeting. It appears the Monday, September 21 would work for all Council Members. A meeting time of 6:30 is recommended. Council can take this action by simple motion. We will post notice, as well as publish it as a public meeting.

**CITY OF INVER GROVE HEIGHTS**

**REQUEST FOR COUNCIL ACTION**

**Consider Pay Voucher No. 2 for National Guard Gymnasium Floor Replacement**

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Meeting Date: September 14, 2009  
Item Type: Consent Agenda  
Contact: Eric Carlson 651.450.2587  
Prepared by: Eric Carlson  
Reviewed by: Eric Carlson – Parks & Recreation

**Fiscal/FTE Impact:**

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

**PURPOSE/ACTION REQUESTED**

Approve pay voucher No. 2 for the 2009 National Guard Gymnasium Floor Replacement.

**SUMMARY**

The City Council approved hiring Haldeman-Homme, Inc. on March 9, 2009 to replace the existing gymnasium floor in the National Guard Armory. The contractor is requesting payment of work completed to date. The project is funded in the 2009 VMCC operating budget in the amount of \$103,427 with 50% of this cost being paid for by the Minnesota State Armory Building Commission (MSABC).

On July 27<sup>th</sup>, the Council approved a change order in the amount of \$54,345 to install an epoxy product on the floor to address excessive moisture issues. The change order was funded by the City's Facility Fund. The National Guard increased their contribution on the project from \$75,000 to \$90,000.

CITY OF INVER GROVE HEIGHTS  
CONSTRUCTION PAYMENT VOUCHER

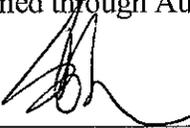
ESTIMATE NO. 2  
DATE: September 8, 2009  
PERIOD ENDING: August 31, 2009  
CONTRACT: National Guard Gymnasium Floor Replacement  
PROJECT NO: NA

TO: Haldeman-Homme, Inc.  
430 Industrial Blvd.  
Minneapolis, MN 55413

A. Original Contract Amount..... \$103,427  
B. Total Addition (Change Order No. 1)..... \$54,345  
C. Total Deductions ..... NA  
D. TOTAL CONTRACT AMOUNT ..... \$157,772  
E. TOTAL VALUE OF WORK TO DATE ..... \$152,372  
F. LESS RETAINED 5%..... \$7,618.60  
G. Less Previous Payment..... \$71,294.65  
H. TOTAL APPROVED FOR PAYMENT THIS VOUCHER..... \$73,458.75  
I. TOTAL PAYMENTS INCLUDING THIS VOUCHER..... \$144,753.40

APPROVALS:

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

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

 \_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

**CITY OF INVER GROVE HEIGHTS**

**REQUEST FOR COUNCIL ACTION**

---

**PERSONNEL ACTIONS**

Meeting Date: September 14, 2009  
Item Type: Consent  
Contact: Jenelle Teppen, Asst. City Admin  
Prepared by: Amy Brinkman, H.R. Coordinator  
Reviewed by: n/a

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

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

Please confirm the seasonal/temporary employment of: Morgan Maki, Tom Schraufnagel, Sharyn Boeckman, Jessica Fox, and Caroline Labat.

Please confirm the termination of the seasonal/temporary employment of: Janet Marx

**CITY OF INVER GROVE HEIGHTS**

**REQUEST FOR COUNCIL ACTION**

---

Consider Pay Voucher No. 3 for City Project No. 2008-18 – Public Safety Addition/City Hall Renovation

Meeting Date: September 14, 2009  
Item Type: Consent  
Contact: Jenelle Teppen, Asst City Admin  
Prepared by:  
Reviewed by: 

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

**PURPOSE/ACTION REQUESTED** Consider Pay Voucher No. 3 for City Project No. 2008-18 – Public Safety Addition/City Hall Renovation.

**SUMMARY** The contract was awarded in an amount of \$11,501,900 to Shaw Lundquist Associates on April 27, 2009 for the project identified above. The contract amount was amended with the approval of change orders totaling \$88,184.00 on August 24 for a new contract amount total of \$11,590,084.00.

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

Staff recommends approval of Pay Voucher No. 3 in the amount of \$434,817.33 to Shaw Lundquist Associates for work on City Project No. 2008-18 – Public Safety Addition/City Hall Renovation.

Attachment: Pay Voucher No. 3

CITY OF INVER GROVE HEIGHTS  
CONSTRUCTION PAYMENT VOUCHER

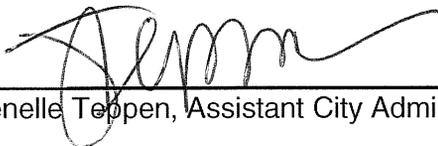
ESTIMATE NO: 3 (three)  
DATE: September 8, 2009  
PERIOD ENDING: August 31, 2009  
CONTRACT: Public Safety Addition City Hall Renovation  
PROJECT NO: 2008-18 – Public Safety Addition/City Hall Renovation

TO: Shaw Lundquist Associates  
2757 West Service Road  
Saint Paul, MN 55121

Original Contract Amount . . . . .	\$11,501,900
Total Addition . . . . .	\$88,184.00
Total Deduction . . . . .	\$0.00
Total Contract Amount . . . . .	\$11,590,084
Total Value of Work to Date . . . . .	915,130.00
Less Retained (5%) . . . . .	\$45,756.50
Less Previous Payment . . . . .	\$434,556.17
Total Approved for Payment this Voucher . . . . .	\$434,817.33
Total Payments including this Voucher . . . . .	\$869,373.50

Approvals:

Pursuant to field observation, and approval by the Architect and Owner's Representative, I hereby recommend for payment the above stated amount for work performed through June 30, 2009.

Signed by:  \_\_\_\_\_ September 14, 2009  
Jenelle Teppen, Assistant City Administrator

Signed by: \_\_\_\_\_  
Shaw Lundquist Associates Date

Signed by: \_\_\_\_\_ September 14, 2009  
George Tourville, Mayor

# APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

PAGE ONE OF 7

PAGES

TO OWNER: City of Inver Grove Heights

PROJECT: Public Safety Addition

APPLICATION NO: 03

Distribution to:

8150 Barbara Avenue

and City Hall Remodel

OWNER

Inver Grove Heights, MN 55077

8150 Barbara Ave.

ARCHITECT

FROM CONTRACTOR:

VIA ARCHITECT: BKV Group, Inc.

PERIOD TO: August 31, 2009

August 25, 2009

CONTRACTOR

Shaw-Lundquist Associates, Inc. (09477)

222 North Second Street

PROJECT NOS: #1643.01

Minneapolis, MN 55401

CONTRACT DATE: May 19, 2009

Remit to: SDS 12-0699 Box 86

Minneapolis, MN 55486

CONTRACT FOR:

General Construction

## CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM \$ 11,501,900.00
2. Net change by Change Orders \$ 88,184.00
3. CONTRACT SUM TO DATE (Line 1 ± 2) \$ 11,590,084.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) \$ 915,130.00

### 5. RETAINAGE:

- a. 5 % of Completed Work \$ 45,756.50  
(Column D + E on G703)
- b. % of Stored Material \$  
(Column F on G703)

Total Retainage (Lines 5a + 5b or Total in Column I of G703) \$ 45,756.50

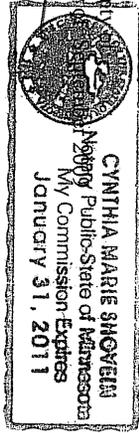
6. TOTAL EARNED LESS RETAINAGE \$ 869,373.50  
(Line 4 Less Line 5 Total)
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) \$ 434,556.17
8. CURRENT PAYMENT DUE \$ 434,817.33
9. BALANCE TO FINISH, INCLUDING RETAINAGE \$ 10,720,710.50  
(Line 3 less Line 6)

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month	\$88,184.00	
TOTALS	\$88,184.00	\$0.00
NET CHANGES by Change Order	\$88,184.00	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: SHAW-LUNDQUIST ASSOCIATES, INC.

By:  Thomas J. Meyers - Vice President  
 State of: Minnesota  
 Subscribed and sworn to before me this 3rd day of September, 2009  
 Notary Public:  Cynthia Marie Showers  
 My Commission Expires: 1-31-2011



### ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED ..... \$ 434,817.33

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)  
 ARCHITECT: 

By:  Date: 9/23/09

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Assurance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

# CONTINUATION SHEET

AIA DOCUMENT G703

PAGE 2 OF 7 PAGES

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing

APPLICATION NO: 03

Contractor's signed certification is attached.

APPLICATION DATE: August 25, 2009

In tabulations below, amounts are stated to the nearest dollar.

PERIOD TO: August 31, 2009

Use Column I on Contracts where variable retainage for line items may apply.

OWNER'S PROJECT NO: #1643.01

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		E THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)	
			FROM PREVIOUS APPLICATION (D + E)							
<b>PHASE 1</b>										
01010	Mobilization/Project Setup	14,676.00	10,000.00		4,676.00		14,676.00	100.00%		
01020	Supervision & Project Management	259,344.00	43,224.00		21,612.00		64,836.00	25.00%	194,508.00	
01030	Layout & misc. survey	6,180.00	4,000.00				4,000.00	64.72%	2,180.00	
01040	Performance Bonds	79,857.00	79,857.00				79,857.00	100.00%		
01050	General liability insurance	30,480.00	30,480.00				30,480.00	100.00%		
01060	Enclosed building heat, electric, misc. utility	56,880.00	5,000.00		2,000.00		7,000.00	12.31%	49,880.00	
01070	equipment rentals, small tools	6,138.00	1,023.00		511.00		1,534.00	24.99%	4,604.00	
01080	Safety and enclosures	4,614.00	500.00		1,000.00		1,500.00	32.51%	3,114.00	
01090	Temporary Fence	15,750.00						0.00%	15,750.00	
01100	Project Sign	688.00						0.00%	688.00	
01110	Toilets/Trailers/Telephone	14,700.00	2,450.00		1,225.00		3,675.00	25.00%	11,025.00	
01120	Dumpsters/general cleaning	35,664.00	5,944.00		2,972.00		8,916.00	25.00%	26,748.00	
01130	Punchlist/final Cleaning/project closeout/C	10,545.00						0.00%	10,545.00	
31 2300	excavation work	230,287.00	65,700.00		46,265.00		111,965.00	48.62%	118,322.00	
32 1206	plant mixed asphalt pavement, porous asph	68,910.00						0.00%	68,910.00	
32 1314	concrete walks, median and driveways	26,400.00						0.00%	26,400.00	
32 1613	concrete curb & gutter	27,162.00						0.00%	27,162.00	
32 3241	Landscape,irrigation,retaining walls	100,980.00						0.00%	100,980.00	
33 1000	site utilities	123,000.00	73,500.00		15,000.00		88,500.00	71.95%	34,500.00	
02 4119	selective demolition for remodeling	47,900.00	5,000.00				5,000.00	10.44%	42,900.00	
03 2000	concrete reinforcing steel	29,635.00	19,500.00				19,500.00	65.80%	10,135.00	
03 2001	reinforcing steel labor	24,000.00	7,000.00		3,500.00		10,500.00	43.75%	13,500.00	
03 3000	cast-in-place concrete	368,285.00	29,000.00				29,000.00	7.87%	339,285.00	
03 3510	polished concrete	17,856.00						0.00%	17,856.00	
<b>Page Totals</b>		1,599,931.00	382,178.00		98,761.00	0.00	480,939.00		1,118,992.00	0

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# CONTINUATION SHEET

AIA DOCUMENT G703

PAGE 3 OF 7 PAGES

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing

APPLICATION NO: 03

Contractor's signed certification is attached.

APPLICATION DATE: August 25, 2009

In tabulations below, amounts are stated to the nearest dollar.

PERIOD TO: August 31, 2009

Use Column I on Contracts where variable retainage for line items may apply.

OWNER'S PROJECT NO: #1643.01

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		E THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL		H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	COMPLETED AND STORED TO DATE (D+E+F)			% (G ÷ C)			
04 2000	unit masonry, precast arch. Concrete	510,606.00	25,000.00	20,000.00	156,986.00	45,000.00	8.81%	465,606.00		
05 5000	Steel, Misc. Metal Materials	260,991.00	13,049.55	90,955.45		260,991.00	100.00%	119,400.00		
05 5001	Steel, Misc. Metal Labor	119,400.00					0.00%	27,570.00		
06 1053	miscellaneous carpentry	27,570.00					0.00%	117,456.00		
06 4100	architectural woodwork	117,456.00					0.00%	31,491.00		
06 4101	Architectural woodwork Labor	31,491.00					0.00%	13,000.00		
07 1326	hot-fluid applied asphalt waterproofing	18,000.00	5,000.00			5,000.00	27.78%	23,700.00		
07 2726	moisture barrier	23,700.00					0.00%	78,233.00		
07 4213	metal panels	78,233.00					0.00%	137,780.00		
07 5400	Roofing, sheetmetal flashing & trim	137,780.00					0.00%	15,306.00		
07 9200	joint sealers	15,306.00					0.00%	5,667.00		
07 9513	expansion joint cover assemblies	5,667.00					0.00%	2,483.00		
08 1113	HM doors, wood doors, finish hardware	151,596.00					0.00%	151,596.00		
08 3113	access panels	2,483.00					0.00%	51,446.00		
08 3313	coiling counter doors, grilles, four fold doors	51,446.00					0.00%	569,040.00		
08 4423	glazed aluminum curtainwalls, glazing	569,040.00					0.00%	3,130.00		
08 7115	automatic door operators	3,130.00					0.00%	18,935.00		
08 9100	louver and vents	18,935.00					0.00%	30,710.00		
09 2900	Drywall, mtl framing, fireproofing, plaster	337,800.00					0.00%	97,602.00		
09 3100	tile	30,710.00					0.00%	4,977.00		
09 5123	acoustical tile ceilings & wall panels	97,602.00					0.00%	87,156.00		
09 6723	resinous flooring	4,977.00					0.00%	390.00		
09 6813	carpet tile & resilient flooring, entrance mat	87,156.00					0.00%	2,390,474.00		
09 7750	fiberglass reinforced panels	390.00					0.00%			
	<b>Page Totals</b>	2,701,465.00	43,049.55	110,955.45	156,986.00	310,991.00			0	

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# CONTINUATION SHEET

AIA DOCUMENT G703

PAGE 4 OF 7 PAGES

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing

APPLICATION NO: 03

Contractor's signed certification is attached.

APPLICATION DATE: August 25, 2009

In tabulations below, amounts are stated to the nearest dollar.

PERIOD TO: August 31, 2009

Use Column I on Contracts where variable retainage for line items may apply.

OWNER'S PROJECT NO: #1643.01

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD				
09 9000	painting and coatings	40,826.00					40,826.00	
10 1000	visual display boards	6,872.00					6,872.00	
10 1413	interior signage	3,468.00					3,468.00	
10 1451	exterior signage	5,871.00					5,871.00	
10 2113	toilet compartments	10,160.00					10,160.00	
10 2219	demonatable partitions	4,499.00					4,499.00	
10 2800	toilet accessories	6,852.00					6,852.00	
10 4413	fire protection specialties	2,274.00					2,274.00	
10 5113	metal lockers	18,413.00					18,413.00	
10 5114	police evidence lockers	78,620.00					78,620.00	
10 5613	metal storage shelving	12,205.00					12,205.00	
10 6500	wire mesh partitions	5,880.00					5,880.00	
10 7500	flagpoles	1,557.00					1,557.00	
10 9000	fire department lock boxes	355.00					355.00	
11 1930	detention furnishings	70,484.00					70,484.00	
11 3100	appliances	5,915.00					5,915.00	
11 5213	projection screens	7,146.00					7,146.00	
12 2413	roller shades	28,583.00					28,583.00	
13 4200	bullet resistant transaction window	10,631.00					10,631.00	
14 2400	holed hydraulic elevators	121,273.00					121,273.00	
21 0000	fire suppression	53,823.00		4,000.00		4,000.00	49,823.00	
22 0000	Mechanical complete	2,305,158.00					2,305,158.00	
26 0000	Electrical							
	RaceWay, Wires, Distribution	352,200.00		13,800.00		13,800.00	338,400.00	3.92%
	Fixtures, Devices	142,300.00		6,900.00		6,900.00	135,400.00	4.85%
	Underground	32,300.00		10,000.00		10,000.00	22,300.00	30.96%
	Generator	242,300.00					242,300.00	0.00%
CO 1	Change Order #1	88,184.00		87,000.00		87,000.00	1,184.00	98.66%



# CONTINUATION SHEET

AIA DOCUMENT G703

PAGE 5 OF 7 PAGES

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing

APPLICATION NO: 03

Contractor's signed certification is attached.

APPLICATION DATE: August 25, 2009

In tabulations below, amounts are stated to the nearest dollar.

PERIOD TO: August 31, 2009

Use Column I on Contracts where variable retainage for line items may apply.

OWNER'S PROJECT NO: #1643.01

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)		H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		% (G ÷ C)			
<b>PHASE 2</b>									
01010	Mobilization/Project Setup	9,784.00						9,784.00	
01020	Supervision & Project Management	172,896.00						172,896.00	
01030	Layout & misc. survey	4,120.00						4,120.00	
01040	Performance Bonds	53,238.00						53,238.00	
01050	General liability insurance	20,320.00						20,320.00	
01060	Enclosed building heat,electric,misc. utility	37,920.00						37,920.00	
01070	equipment rentals,small tools	4,092.00						4,092.00	
01080	Safety and enclosures	3,076.00						3,076.00	
01090	Temporary Fence	5,250.00						5,250.00	
01100	Project Sign	458.00						458.00	
01110	Toilets/Trailers/Telephone	9,800.00						9,800.00	
01120	Dumpsters/general cleaning	23,776.00						23,776.00	
01130	Punchlist/final Cleaning/project closeout/C	7,030.00						7,030.00	
31 2300	excavation work	153,524.00						153,524.00	
32 1206	plant mixed asphalt pavement, porous asph	45,940.00						45,940.00	
32 1314	concrete walks,median and driveways	17,600.00						17,600.00	
32 1613	concrete curb & gutter	14,422.00						14,422.00	
32 3241	Landscape,irrigation,retaining walls	67,320.00						67,320.00	
33 1000	site utilities	82,000.00						82,000.00	
02 4119	selective demolition for remodeling	31,934.00						31,934.00	
03 2000	concrete reinforcing steel	19,757.00						19,757.00	
03 2001	reinforcing steel labor	16,000.00						16,000.00	
03 3000	cast-in-place concrete	245,524.00						245,524.00	
03 3510	polished concrete	11,904.00						11,904.00	
<b>Page Totals</b>		1,057,685.00	0.00	0.00	0.00	0.00		1,057,685.00	0

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# CONTINUATION SHEET

AIA DOCUMENT G703

PAGE 6 OF 7 PAGES

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.  
 In tabulations below, amounts are stated to the nearest dollar.  
 Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 03  
 APPLICATION DATE: August 25, 2009  
 PERIOD TO: August 31, 2009  
 OWNER'S PROJECT NO: #1643.01

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		E THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)	
			FROM PREVIOUS APPLICATION (D + E)							
04 2000	unit masonry, precast arch. Concrete	340,404.00								
05 5000	Steel, Misc. Metal Material	173,994.00								
05 5001	Steel, Misc. Metal Labor	79,600.00								
06 1053	miscellaneous carpentry	18,380.00								
06 4100	architectural woodwork	78,304.00								
06 4101	Architectural woodwork Labor	20,994.00								
07 1326	hot-fluid applied asphalt waterproofing	12,000.00								
07 2726	moisture barrier	15,800.00								
07 4213	metal panels	74,815.00								
07 5400	Roofing, sheetmetal flashing & trim	54,665.00								
07 9200	joint sealers	10,204.00								
07 9513	expansion joint cover assemblies	3,778.00								
08 1113	HM doors, wood doors, finish hardware	101,064.00								
08 3113	access panels	1,655.00								
08 3313	coiling counter doors, grilles, four fold doors	34,297.00								
08 4423	glazed aluminum curtainwalls, glazing	37,200.00	1,500.00			1,500.00				
08 7115	automatic door operators	3,131.00								
08 9100	louver and vents	12,623.00								
09 2900	Drywall, mtl framing, fireproofing, plaster	225,200.00								
09 3100	tile	16,120.00								
09 5123	acoustical tile ceilings & wall panels	152,398.00								
09 6723	resinous flooring	3,318.00								
09 6813	carpet tile & resilient flooring, entrance mat	58,104.00								
09 7750	fiberglass reinforced panels	260.00								
<b>Page Totals</b>		1,528,308.00	1,500.00		0.00	0.00	1,500.00		1,526,808.00	0

Users may obtain validation of this document by requesting of the license a completed AIA Document D401 - Certification of Document's Authenticity

# CONTINUATION SHEET

AIA DOCUMENT G703

PAGE 7 OF 7 PAGES

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing

Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 03

APPLICATION DATE: August 25, 2009

PERIOD TO: August 31, 2009

OWNER'S PROJECT NO: #1643.01

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		E THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL		H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)				COMPLETED AND STORED TO DATE (D+E+F)	% (G - C)		
09 9000	painting and coatings	35,500.00								
10 1000	visual display boards	4,581.00								
10 1413	interior signage	2,312.00								
10 1451	exterior signage	3,914.00								
10 2113	toilet compartments	6,773.00								
10 2219	demountable partitions	2,999.00								
10 2800	toilet accessories	4,568.00								
10 4413	fire protection specialties	1,516.00								
10 5113	metal lockers	12,276.00								
10 5114	police evidence lockers	0.00								
10 5613	metal storage shelving	8,136.00								
10 6500	wire mesh partitions	3,920.00								
10 7500	flagpoles	1,038.00								
10 9000	fire department lock boxes	237.00								
11 1930	detention furnishings	0.00								
11 3100	appliances	3,943.00								
11 5213	projection screens	650.00								
12 2413	roller shades	2,602.00								
13 4200	bullet resistant transaction window	7,088.00								
14 2400	holed hydraulic elevators	10,000.00								
21 0000	fire suppression	42,163.00								
22 0000	Mechanical complete	287,230.00								
26 0000	electrical	603,100.00								
	<b>Page Totals</b>	1,044,546.00	0.00		0.00	0.00	0.00	0.00	1,044,546.00	0
	<b>Phase 2 Totals</b>	3,630,539.00	1,500.00		0.00	0.00	1,500.00	0	3,629,039.00	
	<b>Contract Totals</b>	11,590,084.00	457,427.55		300,716.45	156,986.00	915,130.00	7.90%	10,674,954.00	

Users may obtain validation of this document by requesting of the licensee a completed AIA Document D401 - Certification of Documents Authenticity

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

**Consider Pay Voucher No. 10 for City Project No. 2003-03 – Southern Sanitary Sewer System Improvements**

Meeting Date: September 14, 2009  
 Item Type: Consent  
 Contact: Thomas J. Kaldunski, 651.450.2572  
 Prepared by: Thomas J. Kaldunski, City Engineer  
 Reviewed by: Scott D. Thureen, Public Works Director

*TJK OS*

**Fiscal/FTE Impact:**

- None
- Amount included in current budget
- Budget amendment requested
- FTE included in current complement
- New FTE requested – N/A
- Other: Special Assessments, Water Fund, Sewer Connection Fund

**PURPOSE/ACTION REQUESTED**

Consider Pay Voucher No. 10 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 August 31, 2009 in accordance with the contract plans and specifications. A 1.5% retainage will be maintained until the project is completed.

I recommend approval of Pay Voucher No. 10 in an amount of \$37,485.26 for City Project No. 2003-03 – Southern Sanitary Sewer System Improvements.

TJK/kf

Attachments: Pay Voucher No. 10

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

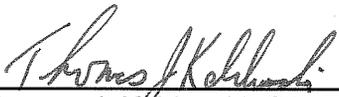
ESTIMATE NO: 9 (Nine)  
DATE: July 1, 2009  
PERIOD ENDING: June 30, 2009  
CONTRACT: 2008 Improvement Program  
PROJECT NO: 2003-03 Southern Sanitary Sewer System Improvements

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, 4).....	\$133,131.52
Total Deduction .....	\$0.00
Total Contract Amount.....	\$2,083,974.27
Total Value of Work to Date.....	\$2,032,298.67
Less Retained (1.5%) .....	\$30,484.48
Less Previous Payment.....	\$1,964,328.93
Total Approved for Payment this Voucher.....	\$37,485.26
Total Payments including this Voucher .....	\$2,001,814.19

**Approvals:**

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

Signed by: <u></u>	<u>August 31, 2009</u>
Thomas J. Kaldunski, City Engineer	
Signed by: _____	_____
Dahn Construction Co., LLC	Date
Signed by: _____	<u>September 14, 2009</u>
George Tourville, Mayor	

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

**Consider Change Order No. 1 and Pay Voucher No. 1 for City Project No. 2008-09F – Salem Hills Farm Street Reconstruction/Mill and Overlay**

Meeting Date: September 14, 2009  
Item Type: Consent *TJK*  
Contact: Thomas J. Kaldunski, 651.450.2572  
Prepared by: Thomas J. Kaldunski, City Engineer  
Reviewed by: Scott D. Thureen, Public Works Director *SMT CB*

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, Water Operating Fund

**PURPOSE/ACTION REQUESTED**

Consider Change Order No. 1 and Pay Voucher No. 1 for City Project No. 2008-09F – Salem Hills Farm Street Reconstruction/Mill and Overlay.

**SUMMARY**

The improvements were included as part of the 2009 Pavement Management Program. The contract was awarded in an amount of \$991,113.11 to Danner, Inc. on July 13, 2009.

Change Order No. 1 is for additional work to repair water main gate valves in the project area. Funding comes from the Water Operating Fund.

Engineering recommends approval of Change Order No. 1 in the amount of \$2,100.00 (for a revised contract amount of \$993,213.11), and Pay Voucher No. 1 in the amount of \$133,693.21 for City Project No. 2008-09F – Salem Hills Farm Street Reconstruction/Mill and Overlay.

TJK/kf  
Attachments: Change Order No. 1  
Pay Voucher No. 1

**CHANGE ORDER NO. 1**

**2009 PAVEMENT MANAGEMENT PROGRAM  
CITY PROJECT NO. 2008-09F  
SALEM HILLS FARM STREET RECONSTRUCTION/ MILL AND OVERLAY**

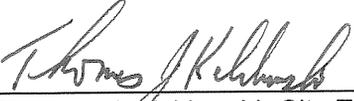
Owner: City of Inver Grove Heights 8150 Barbara Avenue Inver Grove Heights, MN 55077	Date of Issuance: September 8, 2009
Contractor: Danner Inc. 843 Hardman Avenue South South Saint Paul, MN 55075	Engineer: City Engineer

**PURPOSE OF CHANGE ORDER**

See attached.

<b>CHANGE IN CONTRACT PRICE</b>	<b>CHANGE IN CONTRACT TIME</b>
Original Contract Price: \$ 991,113.11	Original Contract Time:
Previous Change Orders \$0.00	Net Change from Previous Change Orders
Contract Price Prior to this Change Order \$ 991,113.11	Contract Time Prior to this Change Order
Net Increase of this Change Order \$ 2,100.00	Net Increase (Decrease) of Change Order
Contract Price with all Approved Change Orders \$ 993,213.11	Contract Time with Approved Change
Recommended By:  Bob Schmidt, Construction Observer	Approved By:  Danner Inc.

Approved By:

  
Thomas J. Kaldunski, City Engineer

Approved By:

George Tourville, Mayor

Date of Council Action:

September 14, 2009

**ATTACHMENT TO CHANGE ORDER NO. 1**

**CITY PROJECT NO. 2008-09F – SALEM HILLS FARM STREET RECONSTRUCTION/ MILL AND OVERLAY**

**Description of Changes:**

**Base Bid      Gate Valve Packing Replacement**

When the contractor replaced the bolts on two valves at the intersection of Bailey Trail and 63<sup>rd</sup> Street additional work was needed. Both valves required replacement of the packing. The contractor agreed to be paid at a unit price of \$50.00 per valve. This item is funded through the Utility Fund. The total addition is as follows:

2 X \$50.00 = \$100.00

Total Cost of Gate Valve Packing Replacement = \$100.00

**Alternate 1      Added Gate Valve Bolt Replacement**

The City Utility Department exercised all valves on the entire project. Four valves were found to have leaks in the mill & overlay area. These valves also required replacement of the bolts. The contractor agreed to be paid at a unit price of \$500.00 per valve. This item is funded through the Utility Fund. The total addition is as follows:

4 X \$500.00 = \$2,000.00

Total Cost of Added Gate Valve Bolt Replacement = \$2,000.00

**Summary of Additional Services:**

<u>Item</u>	<u>Cost</u>
Base Bid	\$ 100.00
Alternate 1	<u>\$2,000.00</u>
<b>Total Cost of Revisions</b>	<b>\$2,100.00</b>

**CONSTRUCTION PAY VOUCHER**

ESTIMATE NO: 1 (One)  
DATE: September 3, 2009  
PERIOD ENDING: August 31, 2009  
CONTRACT: 2009 Pavement Management Program  
PROJECT NO: 2008-09F – Salem Hills Farm Street Reconstruction/Mill and Overlay

TO: Danner, Inc.  
843 Hardman Avenue South  
South St. Paul, MN 55075

Original Contract Amount.....	\$991,113.11
Additions (Change Order No. 1).....	\$2,100.00
Total Contract Amount.....	\$993,213.11
Total Value of Work to Date.....	\$140,729.70
Less Retained (5%).....	\$7,036.49
Less Previous Payment.....	\$0.00
Total Approved for Payment this Voucher.....	\$133,693.21
Total Payments including this Voucher.....	\$133,693.21

**Approvals:**

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

Signed by:   
Thomas J. Kaldunski, City Engineer

September 9, 2009

Signed by: \_\_\_\_\_  
Danner, Inc.

\_\_\_\_\_  
Date

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

September 14, 2009

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

**Consider Pay Voucher No. 1 for City Project No. 2008-09G – Cahill Avenue/Brooks Boulevard Mill and Overlay**

Meeting Date: September 14, 2009  
 Item Type: Consent  
 Contact: Thomas J. Kaldunski, 651.450.2572  
 Prepared by: Thomas J. Kaldunski, City Engineer  
 Reviewed by: Scott D. Thureen, Public Works Director

*SAT 05*

**Fiscal/FTE Impact:**

- None
- Amount included in current budget
- Budget amendment requested
- FTE included in current complement
- New FTE requested – N/A
- Other: Pavement Management Fund, Special Assessments

**PURPOSE/ACTION REQUESTED**

Consider Pay Voucher No. 1 for City Project No. 2008-09G – Cahill Avenue/Brooks Boulevard Mill and Overlay.

**SUMMARY**

The improvements were included as part of the 2009 Pavement Management Program. The contract was awarded in an amount of \$243,098.72 to Rum River Contracting on July 13, 2009.

Engineering recommends approval of Pay Voucher No. 1 in the amount of \$210,861.29 for City Project No. 2008-09G – Cahill Avenue/Brooks Boulevard Mill and Overlay.

TJK/kf

Attachments: Pay Voucher No. 1



CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

**Consider Change Order Nos. 1, 2, 3, 4 and Pay Voucher No. 1 for City Project No. 2009-01 – Trunk Highway 3/80<sup>th</sup> (CR 28) Street Intersection Improvements**

Meeting Date: September 14, 2009  
 Item Type: Consent  
 Contact: Thomas J. Kaldunski, 651.450.2572 *TJK*  
 Prepared by: Thomas J. Kaldunski, City Engineer  
 Reviewed by: Scott D. Thureen, Public Works Director *SAT CS*

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

**PURPOSE/ACTION REQUESTED**

Consider Change Order Nos. 1, 2, 3, 4 and Pay Voucher No. 1 for City Project No. 2009-01 – Trunk Highway 3/80<sup>th</sup> (CR 28) Street Intersection Improvements.

**SUMMARY**

City Council awarded a contract on July 28, 2008 to Enebak Construction Company in the amount \$869,859.71.

Change Order No. 1 (\$1,597.00) is for trees that needed to be removed and an additional sign placed on 70<sup>th</sup> Street notifying drivers of the detour. Change Order No. 2 (\$1,000.00) is for removal of bituminous pavement, curb and gutter as well as sawcutting due to drainage issues where new construction converged with existing conditions. Change Order No. 3 (\$756.00) is an adjustment for an existing manhole that was 1.5 feet low. Change Order No. 4 (\$5,670.52) is for rip-rap ditch and apron extension, extension of drain tile, and an apron extension. Change Order Nos. 1, 2, 3, and 4 will be funded by the project contingency.

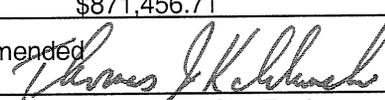
WSB & Associates Inc. and I recommend approval of Change Order Nos. 1, 2, 3, and 4 totaling \$9,023.52 (for a revised contract amount of \$878,883.23), and Pay Voucher No. 1 in the amount of \$306,175.09 for City Project No. 2009-01 – Trunk Highway 3/80<sup>th</sup> (CR 28) Street Intersection Improvements.

TJK/kf

Attachments: Change Order Nos. 1, 2, 3, 4  
Pay Voucher No. 1

**CHANGE ORDER NO. 1**

**CITY PROJECT NO. 2009-01  
TRUNK HIGHWAY 3/80<sup>TH</sup> (CR 28) STREET INTERSECTION IMPROVEMENTS**

Owner: City of Inver Grove Heights 8150 Barbara Avenue Inver Grove Heights, MN 55077  Contractor: Enebak Construction Company P.O. Box 458 Northfield, MN 5507	Date of Issuance: August 18, 2009  Engineer: WSB & Associates, Inc.
<p><b><u>PURPOSE OF CHANGE ORDER</u></b>                  Trees, which were not shown on the plan, needed to be removed. The trees would have been in conflict with the future trail. An additional sign was placed on 70<sup>th</sup> Street, notifying drivers of the detour. This was a special request by a Council member.</p>	
<b>CHANGE IN CONTRACT PRICE</b>	<b>CHANGE IN CONTRACT TIME</b>
Original Contract Price: \$869,859.71	Original Contract Time:
Previous Change Order(s)	Net Change from Previous Change Orders
Contract Price Prior to this Change Order \$869,859.71	Contract Time Prior to this Change Order
Net Increase/Decrease of this Change Order No. 1 \$1,597.00	Net Increase (Decrease) of Change Order
Contract Price with all Approved Change Orders \$871,456.71	Contract Time with Approved Change Orders
Recommended By:  Thomas J. Kaldunski, City Engineer	Approved By: _____ Enebak Construction Company

Approved By:

  
 \_\_\_\_\_  
 Thomas J. Kaldunski, City Engineer

Approved By:

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

Date of Council Action:

September 14, 2009

City/County of Inver Grove Heights, MN

Change Order No. 1

FEDERAL PROJECT NO.	STATE PROJECT NO. S.A.P. No. 178-010-008	LOCAL PROJECT NO.	CONTRACT NO.	
CONTRACTOR NAME Enebak Construction Co.	ADDRESS PO Box 458	CITY Northfield	STATE MN	ZIP 55057
LOCATION OF WORK:		TOTAL CHANGE ORDER AMOUNT \$1,597.00		

In accordance with the terms of this Contract, you are hereby authorized and instructed to perform the work as altered by the following provisions.

1. Trees, which were not shown on the plan, needed to be removed. The trees would have been in conflict with the future trail.
2. An additional sign was placed on 70th Street notifying drivers of the detour. This was a special request by a Council member.

**COST BREAKDOWN**

<u>Group/ *Fund Cat.</u>	<u>Item No.</u>	<u>Description</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Quantity</u>	<u>Amount</u>
N/A	2101.502	Clearing	Tree	\$133.00	9	\$1,197
N/A	2563.601	Traffic Control	Lump Sum	\$400.00	1	\$ 400
<b>Total</b>						<b>\$1,597</b>

\*Group/Funding category is required for federal projects.

**CHANGE IN CONTRACT TIME (check one)**  
Due to this change, the Contract Time:

a.  Is Increased by \_\_\_ Working Days    b.  Is Not Changed  
 Is Decreased by \_\_\_ Working Days

c.  May be revised if work affected the controlling operation

Is Increased by \_\_\_ Calendar Days  
 Is Decreased by \_\_\_ Calendar Days

Approved by Project Engineer: 	Approved by Contractor: 
Print Name: Julie Hale, PE WSB & Associates, Inc.	Print Name: James Dockstader Enebak Construction Company
Date: 8/18/09      Phone: 763-287-8311	Date: 8/18/09      Phone: 612-333-1307

Original to Project Engineer; Copy to Contractor

**Once contract has been fully executed, forward a copy to DSAE for funding review:**

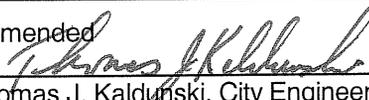
**The State of Minnesota is not a participant in this contract, signing by the District State Aid Engineer is for FUNDING PURPOSES ONLY. Reviewed for compliance with State and Federal Aid Rules/Policy. Eligibility does not guarantee funds will be available.**

This project is eligible for: \_\_\_ Federal Funding    \_\_\_ State Aid Funding    \_\_\_ Local funds

District State Aid Engineer: \_\_\_\_\_ Date: \_\_\_\_\_

**CHANGE ORDER NO. 2**

**CITY PROJECT NO. 2009-01  
TRUNK HIGHWAY 3/80<sup>TH</sup> (CR 28) STREET INTERSECTION IMPROVEMENTS**

Owner: City of Inver Grove Heights 8150 Barbara Avenue Inver Grove Heights, MN 55077  Contractor: Enebak Construction Company P.O. Box 458 Northfield, MN 5507	Date of Issuance: August 18, 2009  Engineer: WSB & Associates, Inc.
<p><b><u>PURPOSE OF CHANGE ORDER</u></b>                  Work to include removal of bituminous pavement and curb and gutter, as well as sawcutting.                  Drainage issues occurred where new construction was going to match with existing conditions.</p>	
<b>CHANGE IN CONTRACT PRICE</b>	<b>CHANGE IN CONTRACT TIME</b>
Original Contract Price: \$869,859.71	Original Contract Time:
Previous Change Order No. 1 \$1,597.00	Net Change from Previous Change Orders
Contract Price Prior to this Change Order \$871,456.71	Contract Time Prior to this Change Order
Net Increase/Decrease of this Change Order No. 2 \$1,000.00	Net Increase (Decrease) of Change Order
Contract Price with all Approved Change Orders \$872,456.71	Contract Time with Approved Change Orders
Recommended By: <u></u> Thomas J. Kaldunski, City Engineer	Approved By: _____ Enebak Construction Company

Approved By:

  
Thomas J. Kaldunski, City Engineer

Approved By:

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

Date of Council Action:

September 14, 2009

City/County of Inver Grove Heights, MN

Change Order No. 2

FEDERAL PROJECT NO.	STATE PROJECT NO. S.A.P. No. 178-010-008	LOCAL PROJECT NO.	CONTRACT NO.	
CONTRACTOR NAME Enebak Construction Co.	ADDRESS PO Box 458	CITY Northfield	STATE MN	ZIP 55057
LOCATION OF WORK:		TOTAL CHANGE ORDER AMOUNT \$1,000.00		

In accordance with the terms of this Contract, you are hereby authorized and instructed to perform the work as altered by the following provisions.

1. Work to include removal of bituminous pavement and curb and gutter, as well as sawcutting. Drainage issues occurred where new construction was going to match with existing conditions.

**COST BREAKDOWN**

<u>Group/ *Fund Cat.</u>	<u>Item No.</u>	<u>Description</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Quantity</u>	<u>Amount</u>
N/A	2104.601	Removals on Amana Trail	Lump Sum	\$1,000.00	1	\$1,000
<b>Total</b>						<b>\$1,000</b>

\*Group/Funding category is required for federal projects.

<b>CHANGE IN CONTRACT TIME (check one)</b>	
Due to this change, the Contract Time:	
a. <input type="checkbox"/> Is Increased by _____ Working Days	b. <input checked="" type="checkbox"/> Is Not Changed
<input type="checkbox"/> Is Decreased by _____ Working Days	
<input type="checkbox"/> Is Increased by _____ Calendar Days	c. <input type="checkbox"/> May be revised if work affected the controlling operation
<input type="checkbox"/> Is Decreased by _____ Calendar Days	

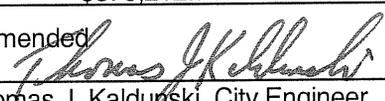
Approved by Project Engineer: 	Approved by Contractor: 
Print Name: Jupe Hale, PE WSB & Associates, Inc.	Print Name: James Dockstader Enebak Construction Company
Date: 8/18/09 Phone: 763-287-8311	Date: 8/18/09 Phone: 612-333-1307

Original to Project Engineer; Copy to Contractor

<b>Once contract has been fully executed, forward a copy to DSAE for funding review:</b>
<b>The State of Minnesota is not a participant in this contract, signing by the District State Aid Engineer is for FUNDING PURPOSES ONLY. Reviewed for compliance with State and Federal Aid Rules/Policy. Eligibility does not guarantee funds will be available.</b>
This project is eligible for: ___ Federal Funding ___ State Aid Funding ___ Local funds
District State Aid Engineer: _____ Date: _____

**CHANGE ORDER NO. 3**

**CITY PROJECT NO. 2009-01  
TRUNK HIGHWAY 3/80<sup>TH</sup> (CR 28) STREET INTERSECTION IMPROVEMENTS**

Owner: City of Inver Grove Heights 8150 Barbara Avenue Inver Grove Heights, MN 55077	Date of Issuance: August 18, 2009
Contractor: Enebak Construction Company P.O. Box 458 Northfield, MN 5507	Engineer: WSB & Associates, Inc.
<p><b><u>PURPOSE OF CHANGE ORDER</u></b>                  Any existing manhole was not indicated to be reconstructed as top of casting is 1.5 fee low. An extension and adjustment was needed.</p>	
<b>CHANGE IN CONTRACT PRICE</b>	<b>CHANGE IN CONTRACT TIME</b>
Original Contract Price: \$869,859.71	Original Contract Time:
Previous Change Order (Nos. 1, 2) \$2,597.00	Net Change from Previous Change Orders
Contract Price Prior to this Change Order \$872,456.71	Contract Time Prior to this Change Order
Net Increase/Decrease of this Change Order No. 3 \$756.00	Net Increase (Decrease) of Change Order
Contract Price with all Approved Change Orders \$873,212.71	Contract Time with Approved Change Orders
Recommended By:  Thomas J. Kaldunski, City Engineer	Approved By: _____ Enebak Construction Company

Approved By:

  
 \_\_\_\_\_  
 Thomas J. Kaldunski, City Engineer

Approved By:

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

Date of Council Action:

September 14, 2009

STATE AID FOR LOCAL TRANSPORTATION  
CHANGE ORDER

May 2008

Page 1 of 1

City/County of Inver Grove Heights, MN

Change Order No. 3

FEDERAL PROJECT NO.	STATE PROJECT NO. S.A.P. No. 178-010-008	LOCAL PROJECT NO.	CONTRACT NO.	
CONTRACTOR NAME Enebak Construction Co.	ADDRESS PO Box 458	CITY Northfield	STATE MN	ZIP 55057
LOCATION OF WORK:		TOTAL CHANGE ORDER AMOUNT \$756.00		

In accordance with the terms of this Contract, you are hereby authorized and instructed to perform the work as altered by the following provisions.

1. An existing manhole was not indicated to be reconstructed as top of casting is 1.5 feet low. An extension and adjustment was needed.

**COST BREAKDOWN**

<u>Group/ *Fund Cat.</u>	<u>Item No.</u>	<u>Description</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Quantity</u>	<u>Amount</u>
N/A	2504.602	Manhole Reconstruct	Each	\$756.00	1	\$756.00
<b>Total</b>						<b>\$756.00</b>

\*Group/Funding category is required for federal projects.

CHANGE IN CONTRACT TIME (check one)  
Due to this change, the Contract Time:

a.  Is Increased by \_\_\_ Working Days    b.  Is Not Changed  
 Is Decreased by \_\_\_ Working Days

c.  May be revised if work affected the controlling operation

Is Increased by \_\_\_ Calendar Days  
 Is Decreased by \_\_\_ Calendar Days

Approved by Project Engineer: 	Approved by Contractor: 
Print Name: Julie Hale, PE WSB & Associates, Inc.	Print Name: James Dockstader Enebak Construction Company
Date: <u>8/18/09</u> Phone: <u>763-287-8311</u>	Date: <u>8/18/09</u> Phone: <u>612-333-1307</u>

Original to Project Engineer; Copy to Contractor

**Once contract has been fully executed, forward a copy to DSAE for funding review:**

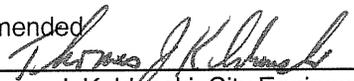
**The State of Minnesota is not a participant in this contract, signing by the District State Aid Engineer is for FUNDING PURPOSES ONLY. Reviewed for compliance with State and Federal Aid Rules/Policy. Eligibility does not guarantee funds will be available.**

This project is eligible for: \_\_\_ Federal Funding    \_\_\_ State Aid Funding    \_\_\_ Local funds

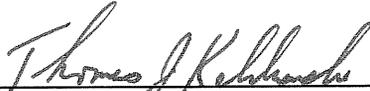
District State Aid Engineer: \_\_\_\_\_ Date: \_\_\_\_\_

**CHANGE ORDER NO. 4**

**CITY PROJECT NO. 2009-01  
TRUNK HIGHWAY 3/80<sup>TH</sup> (CR 28) STREET INTERSECTION IMPROVEMENTS**

Owner: City of Inver Grove Heights 8150 Barbara Avenue Inver Grove Heights, MN 55077	Date of Issuance: August 18, 2009
Contractor: Enebak Construction Company P.O. Box 458 Northfield, MN 5507	Engineer: WSB & Associates, Inc.
<b><u>PURPOSE OF CHANGE ORDER</u></b>	
<b>CHANGE IN CONTRACT PRICE</b>	<b>CHANGE IN CONTRACT TIME</b>
Original Contract Price: \$869,859.71	Original Contract Time:
Previous Change Order (Nos. 1, 2, 3) \$3,353.00	Net Change from Previous Change Orders
Contract Price Prior to this Change Order \$873,212.71	Contract Time Prior to this Change Order
Net Increase/Decrease of this Change Order No. 4 \$5,670.52	Net Increase (Decrease) of Change Order
Contract Price with all Approved Change Orders \$878,883.23	Contract Time with Approved Change Orders
Recommended By:  Thomas J. Kaldunski, City Engineer	Approved By: _____ Enebak Construction Company

Approved By:

  
\_\_\_\_\_  
Thomas J. Kaldunski, City Engineer

Approved By:

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

Date of Council Action:

September 14, 2009  
\_\_\_\_\_

City/County of Inver Grove Heights, MN

Change Order No. 4

FEDERAL PROJECT NO.	STATE PROJECT NO. S.A.P. No. 178-010-008	LOCAL PROJECT NO. 2009-01	CONTRACT NO.	
CONTRACTOR NAME Enebak Construction Co.	ADDRESS PO Box 458	CITY Northfield	STATE MN	ZIP 55057
LOCATION OF WORK: TH 3/CR 28 Roundabout		TOTAL CHANGE ORDER AMOUNT \$5,670.52		

In accordance with the terms of this Contract, you are hereby authorized and instructed to perform the work as altered by the following provisions.

1. Structure 5024 needed to be extended and routed further to the west to allow for the slope to tie within existing R/W. In addition, grouted rip-rap needed to be placed to make up additional slope and ensure erosion would not take place.
2. Existing 4" drain tile needed to be extended and connected to proposed drain tile, as to not eliminate a drain.
3. Apron 5022 needed to be extended to allow appropriate side slope off of road and not bury the end of the structure.

**COST BREAKDOWN**

<u>Group/</u> <u>*Fund Cat.</u>	<u>Item No.</u>	<u>Description</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Quantity</u>	<u>Amount</u>
		Rip-Rap Ditch & Apron Extension	Lump Sum	\$3402.70	1	\$3402.70
		Extend Drain Tile	Lump Sum	\$1308.50	1	\$1308.50
		Apron Extension	Lump Sum	\$959.32	1	\$959.32
<b>Total</b>						<b>\$5,670.52</b>

\*Group/Funding category is required for federal projects.

<b>CHANGE IN CONTRACT TIME (check one)</b>	
Due to this change, the Contract Time:	
a. <input type="checkbox"/> Is Increased by _____ Working Days	b. <input checked="" type="checkbox"/> Is Not Changed
<input type="checkbox"/> Is Decreased by _____ Working Days	
<input type="checkbox"/> Is Increased by _____ Calendar Days	c. <input type="checkbox"/> May be revised if work affected the controlling operation
<input type="checkbox"/> Is Decreased by _____ Calendar Days	

Approved by Project Engineer: 	Approved by Contractor: 
Print Name: Jupe Hale, PE WSB & Associates, Inc.	Print Name: James Dockstader Enebak Construction Company
Date: 8/18/09 Phone: 763-287-8311	Date: 8/18/09 Phone: 612-333-1307

Original to Project Engineer; Copy to Contractor

**Once contract has been fully executed, forward a copy to DSAE for funding review:**

**The State of Minnesota is not a participant in this contract, signing by the District State Aid Engineer is for FUNDING PURPOSES ONLY. Reviewed for compliance with State and Federal Aid Rules/Policy. Eligibility does not guarantee funds will be available.**

This project is eligible for:  Federal Funding  State Aid Funding  Local funds

District State Aid Engineer: \_\_\_\_\_ Date: \_\_\_\_\_



CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

**Consider Final Pay Voucher No. 2, Engineer's Final Report and Resolution Accepting Work for City Project No. 2009-09B – Sealcoating**

Meeting Date: September 14, 2009  
 Item Type: Consent  
 Contact: Thomas J. Kaldunski, 651.450.2572  
 Prepared by: Thomas J. Kaldunski, City Engineer  
 Reviewed by: Scott D. Thureen, Public Works Director

*TRK*  
*SST CS*

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

**PURPOSE/ACTION REQUESTED**

Consider Final Pay Voucher No. 2, Engineer's Final Report, and Resolution Accepting Work of Pearson Brothers Inc. for City Project No. 2009-09B – Sealcoating

**SUMMARY**

The improvements were included as part of the 2009 Pavement Management Program. The contract was awarded in an amount of \$135,441.49 to Pearson Brothers, Inc. on May 26, 2009.

Engineering recommends approval of Final Pay Voucher No. 2 in the amount of \$12,222.68, Engineer's Final Report and Resolution Accepting Work of Pearson Brothers, Inc. for City Project No. 2009-09B – Sealcoating.

TJK/kf

Attachments: Final Pay Voucher No. 2  
 Engineer's Final Report  
 Resolution

**CONSTRUCTION PAY VOUCHER**

ESTIMATE NO: 2 (Final)  
DATE: August 31, 2009  
PERIOD ENDING: August 31, 2009  
CONTRACT: 2009 Pavement Management Program  
PROJECT NO: 2009-09B - Sealcoating

TO: Pearson Brothers, Inc.  
11079 Lamont Avenue NE  
Hanover, MN 55341

Original Contract Amount.....\$135,441.49  
Total Addition ..... \$71,962.10  
Total Deduction..... \$0.00  
Total Contract Amount .....\$207,403.59  
Total Value of Work to Date .....\$207,403.59  
Less Retained (0%) ..... \$0.00  
Less Previous Payment .....\$195,180.91  
Total Approved for Payment this Voucher..... \$12,222.68  
Total Payments including this Voucher .....\$207,403.59

**Approvals:**

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

Signed by:   
Thomas J. Kaldunski, City Engineer

August 31, 2009

Signed by: \_\_\_\_\_  
Pearson Brothers, Inc.

\_\_\_\_\_  
Date

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

September 14, 2009

2009 PAVEMENT MANAGEMENT PROGRAM  
 CITY OF INVER GROVE HEIGHTS  
 2009 SEALCOAT PROJECT  
 CITY PROJECT NO. 2009-09B

**BASE BID**

ITEM NO.	MN/DOT NO.	DESCRIPTION	UNITS	ESTIMATED QUANTITY	QUANTITY TO DATE	UNIT PRICE	TOTAL ESTIMATED COST	CONTRACT COST TO DATE
1	2123.610	STREET SWEEPING	HR	36	36	\$ 50.00	\$ 1,800.00	\$ 1,800.00
2	2356.505	BITUMINOUS MATERIAL FOR SEAL COAT	GAL	24,583	40,193	\$ 2.25	\$ 55,311.75	\$ 90,434.25
3	2356.602	SEAL COAT AGGREGATE (FA-2 CLASS A)	SY	98,331	160,771	\$ 0.59	\$ 58,015.29	\$ 94,854.89
4	SPECIAL	WATER USAGE ALLOWANCE	LS	1	1	\$ 150.00	\$ 150.00	\$ 150.00
5	2563.601	TRAFFIC CONTROL	LS	1	1	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00
<b>BASE BID SUBTOTAL:</b>							<b>\$ 117,277.04</b>	<b>\$ 189,239.14</b>

**BID ALTERNATE 2 - CUL-DE-SAC SEAL COATING**

ITEM NO.	MN/DOT NO.	DESCRIPTION	UNITS	ESTIMATED QUANTITY	QUANTITY TO DATE	UNIT PRICE	TOTAL ESTIMATED COST	CONTRACT COST TO DATE
2	2356.505	BITUMINOUS MATERIAL FOR SEAL COAT	GAL	3,389	3,389	\$ 3.00	\$ 10,167.00	\$ 10,167.00
3	2356.602	SEAL COAT AGGREGATE (FA-2 CLASS A)	SY	13,555	13,555	\$ 0.59	\$ 7,997.45	\$ 7,997.45
<b>ALTERNATE 2 SUBTOTAL:</b>							<b>\$ 18,164.45</b>	<b>\$ 18,164.45</b>

**ORIGINAL CONTRACT AMOUNT: \$ 135,441.49**

**CHANGE ORDER 1: \$ 71,962.10**

**CONTRACT AMOUNT WITH CHANGE ORDER: \$ 207,403.59**

**CONTRACT WORK COMPLETED TO DATE: \$ 207,403.59**

**RETAINAGE (0%): \$ -**

**PREVIOUS PAYMENTS: \$ 195,180.91**

**PAYMENT #2 FINAL TOTAL: \$ 12,222.68**

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

**ENGINEER'S REPORT OF FINAL ACCEPTANCE**

**2009 PAVEMENT MANAGEMENT PROGRAM  
CITY PROJECT NO. 2009-09B – SEALCOATING**

August 31, 2009

TO THE CITY COUNCIL  
INVER GROVE HEIGHTS, MINNESOTA

HONORABLE MAYOR AND CITY COUNCIL MEMBERS:

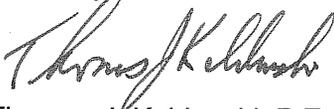
This is to advise you that I have received the work under contract to Pearson Brothers, Inc. The work consisted of sealcoating within the City of Inver Grove Heights.

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

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

ORIGINAL CONTRACT PRICE	\$135,441.49
ADDITION (CHANGE ORDER NO. 1)	\$71,962.10
FINAL CONTRACT AMOUNT	\$207,403.59
FINAL VALUE OF WORK	\$207,403.59
PREVIOUS PAYMENTS	\$195,180.91
BALANCE DUE	\$12,222.68

Sincerely,



Thomas J. Kaldunski, P.E.  
City Engineer

TJK/kf

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

**RESOLUTION ACCEPTING WORK OF PEARSON BROTHERS, INC. AND AUTHORIZING  
FINAL PAYMENT IN THE AMOUNT OF \$12,222.68**

**2009 PAVEMENT MANAGEMENT PROGRAM  
CITY PROJECT NO. 2009-09B – SEALCOATING**

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

**WHEREAS**, pursuant to a written contract with the City of Inver Grove Heights dated May 26, 2009, Pearson Brothers, Inc. satisfactorily completed improvements and appurtenances for the 2009 Pavement Management Program, City Project No. 2009-09B – Sealcoating.

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

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

Adopted by the City Council of Inver Grove Heights this 14<sup>th</sup> day of September 2009.

AYES:

NAYS:

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

ATTEST:

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

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

**Consider Change Order No. 2 and Pay Voucher No. 3 for City Project No. 2009-09D – South Grove Urban Street Reconstruction – Area 4**

Meeting Date: September 14, 2009  
 Item Type: Consent  
 Contact: Thomas J. Kaldunski, 651.450.2572  
 Prepared by: Thomas J. Kaldunski, City Engineer  
 Reviewed by: Scott D. Thureen, Public Works Director

TJK  
 SAT CS

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

**PURPOSE/ACTION REQUESTED**

Consider Change Order No. 2 and Pay Voucher No. 3 for City Project No. 2009-09D – South Grove Urban Street Reconstruction – Area 4.

**SUMMARY**

The improvements were ordered as part of the 2009 Pavement Management Program. The contract was awarded in the amount of \$2,380,629.24 to Arcon Construction Co., Inc., on May 11, 2009 for City Project No. 2009-09D South Grove Urban Street Reconstruction, Area 4.

Change Order No. 2, in the amount of \$4,266.00, is for terraseeding at Oakwood Park and the city property near the pond at the northwest corner of 78<sup>th</sup> Street and Clayton Avenue. The change order is being funded from the Pavement Management Program. The contractor has completed the work through August 31, 2009 in accordance with the contract plans and specifications. A five (5) percent retainage will be maintained until the project is completed.

I recommend approval of Change Order No. 2 in the amount of \$4,266.00 (for a revised contract amount of \$2,389,054.88), and approval of Payment Voucher No. 3 in the amount of \$354,907.27 for work on City Project No. 2009-09D – South Grove Urban Street Reconstruction Area 4.

TJK/kf  
 Attachments: Change Order No. 2  
 Pay Voucher No. 3

**CHANGE ORDER NO. 2**

**2009 PAVEMENT MANAGEMENT PROGRAM  
CITY PROJECT NO. 2009-09D  
URBAN STREET RECONSTRUCTION – SOUTH GROVE AREA 4**

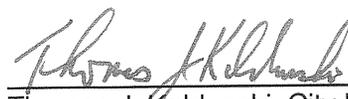
Owner: City of Inver Grove Heights 8150 Barbara Avenue Inver Grove Heights, MN 55077	Date of Issuance: September 2, 2009
Contractor: Arcon Construction Co., Inc.. 5973 433 <sup>rd</sup> Street P.O. Box 159 Harris, MN 55032	Engineer: City Engineer

**PURPOSE OF CHANGE ORDER**

See attached.

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIME
Original Contract Price: \$2,380,629.24	Original Contract Time:
Previous Change Orders (No. 1) \$4,159.64	Net Change from Previous Change Orders
Contract Price Prior to this Change Order \$2,384,788.88	Contract Time Prior to this Change Order
Net Increase of this Change Order \$4,266.00	Net Increase (Decrease) of Change Order
Contract Price with all Approved Change Orders \$2,389,054.88	Contract Time with Approved Change
Recommended By: _____ John Schmeling, Engineering Technician	Approved By: _____ Arcon Construction Co., Inc.

Approved By:

  
\_\_\_\_\_  
Thomas J. Kaldunski, City Engineer

Approved By:

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

Date of Council Action:

September 14, 2009

ATTACHMENT TO CHANGE ORDER NO. 2

CITY PROJECT NO. 2009-09D – URBAN STREET RECONSTRUCTION  
SOUTH GROVE AREA 4

Description of Changes:

Schedule A Terraseeding for boulevard areas at Oakwood Park and the city property by the pond on the northwest corner of 78<sup>th</sup> Street and Clayton Avenue

See attached map and proposal. The terraseeding is being placed in boulevard areas in park and city boulevards with salt tolerant seed. This is being done as a test project to see the effectiveness of terraseeding versus sod.

Total Cost of Terraseeding = \$4,266.00

# Proposal



1848 50TH STREET E., SUITE 104  
INVER GROVE HEIGHTS, MN 55077  
(651) 455-3993 FAX (651) 455-2998

www.mulchtruck.com

PROPOSAL SUBMITTED TO Arcon Construction		PHONE 651-674-4474	DATE 8/24/2009
STREET PO Box 159; 5973 433rd Street		JOB NAME IGH Street reconstruction	
CITY, STATE and ZIP CODE Harris, MN 55032		JOB LOCATION 78th Street areas	
ATTENTION Dale	DATE OF PLANS	JOB PHONE	

We hereby submit specifications and estimates for:

Quantity	Units	Type	Price
1720	SY	Compost topsoil and seed to terraseed areas along 78th street southerly blvd. and Oakwood parking lot behind the curb.	\$3,096.00
660	SY	Compost topsoil and seed to terraseed areas on NW corner of 78th Street and Clayton with MNDot 328 mix.	\$1,170.00

Notes:

- Seed along blvd. on 78th to be a salt tolerant blvd. mix.
- Topsoil to be placed and graded by others.
- Price based on a 1" application of soil/seed/fertilizer mix.
- Any deductions in quantity greater than 10% will require a new quote to proceed with work while additions will be billed at above rates.
- 30 day maintenance included in seeding numbers.
- Water provided by the City of Inver Grove with Windscapes supplying labor/truck.
- Touchup in spring of 2010 included in price if needed in areas completed in fall of 2009.

**TOTAL BID AMOUNT \$4,266.00**

**WE PROPOSE** hereby to furnish material and labor -- complete in accordance with above specifications, for the sum of: dollars (\$ 4,266.00 ).

**TERMS:** Half due now, remainder due upon completion of the job.

Note: This proposal may be withdrawn if not accepted within 30 days.

Authorized Signature:

We accept  VISA  MASTERCARD  AMERICAN EXPRESS

Credit Card # \_\_\_\_\_ Exp. Date \_\_\_\_\_

Signature \_\_\_\_\_

After completion of job, please charge above c.c. for final payment

**OUR GUARANTEE:** All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance. No retainer held in lieu of guarantee.

### Acceptance of Proposal

I have read and understood the pre-lien notice on the reverse side of the pink copy of this proposal. The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance: \_\_\_\_\_

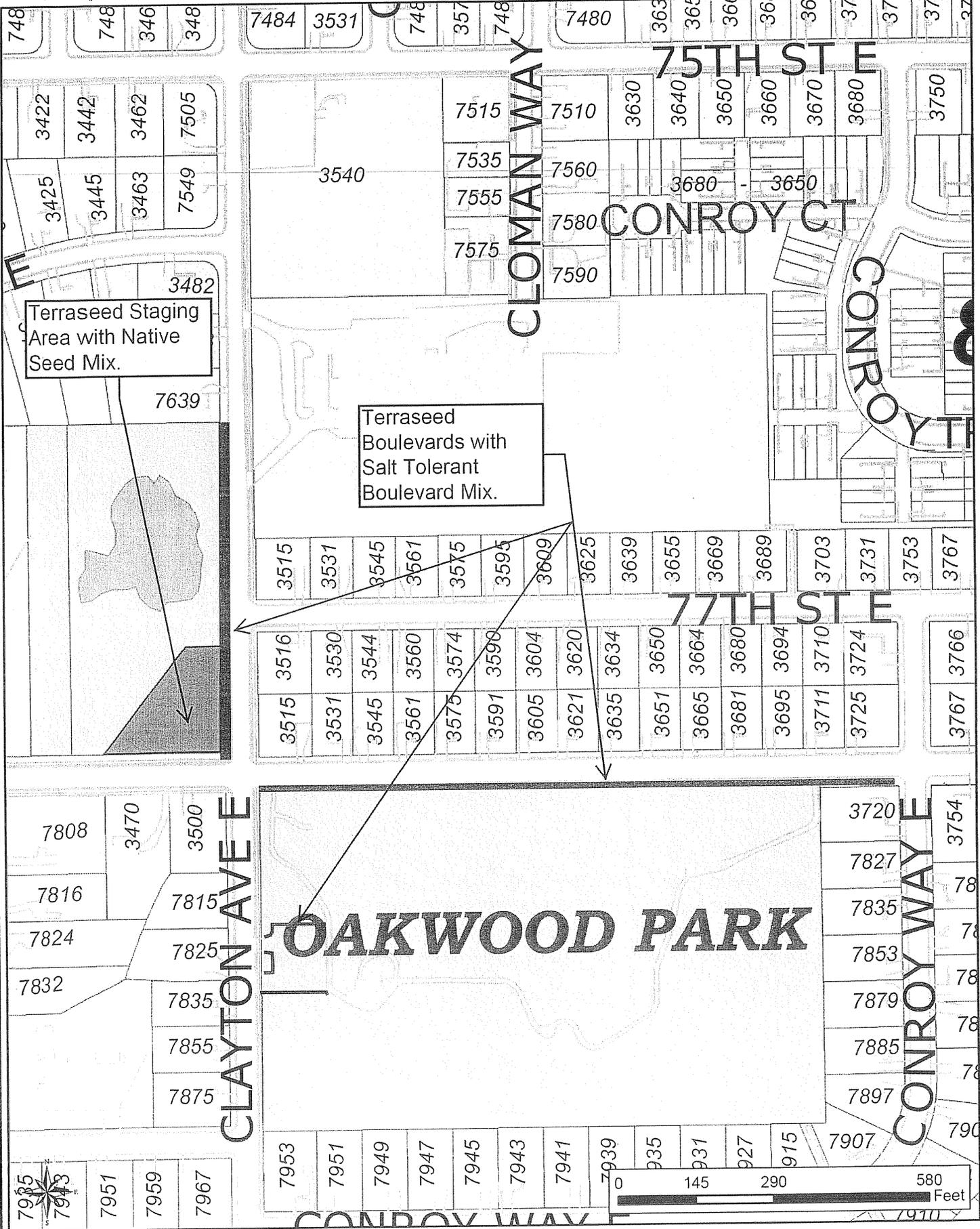
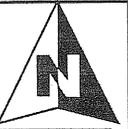
Signature \_\_\_\_\_

Signature \_\_\_\_\_

OFFICE - WHITE & YELLOW COPIES • CLIENT - PINK COPY



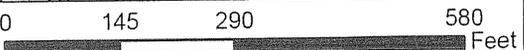
# CITY OF INVER GROVE HEIGHTS



Terraced Staging Area with Native Seed Mix.

Terraced Boulevards with Salt Tolerant Boulevard Mix.

**OAKWOOD PARK**





**CITY OF INVER GROVE HEIGHTS**

**REQUEST FOR COUNCIL ACTION**

**Consider Final Compensating Change Order No. 4, Final Pay Voucher No. 3, Engineer's Final Report, and Resolution Accepting Work for City Project No. 2007-05 – Northwest Area (NWA) Storm Water Emergency Overflows, Argenta Hills, Regional Basin SP-17**

Meeting Date: September 14, 2009  
Item Type: Consent  
Contact: Scott D. Thureen, 651.450.2571  
Prepared by: Scott D. Thureen, Public Works Director  
Reviewed by: *SST CS*

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

**PURPOSE/ACTION REQUESTED**

Consider Final Compensating Change Order No. 4, Final Pay Voucher No. 3, Engineer's Final Report, and Resolution Accepting Work for City Project No. 2007-05 – Northwest Area (NWA) Storm Water Emergency Overflows, Argenta Hills, Regional Basin SP-17.

**SUMMARY**

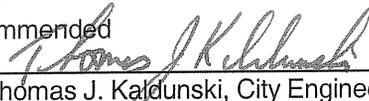
The improvements were included as part of the City's efforts to provide contingency overflows to regional detention basins. This project provides the contingency overflow from regional basin SP-17, located on the east side of the Argenta Hills development. The contract was awarded in an amount of \$44,252.78 to Enebak Construction Company, Inc. on August 25, 2008.

I recommend approval of Final Compensating Change Order No 4 for a decrease of \$1,390, (for a revised contract amount of \$52,200.75), Final Pay Voucher No. 3 in the amount of \$2,610.04, Engineer's Final Report, and Resolution Accepting Work for City Project 2007-05 - Northwest Area (NWA) Storm Water Emergency Overflows, Argenta Hills, Regional Basin SP-17.

SDT/kf  
Attachments: Final Compensating Change Order No. 4  
Final Pay Voucher No. 3  
Engineer's Final Report  
Resolution

**FINAL COMPENSATING CHANGE ORDER NO. 4**

**CITY PROJECT NO. 2007-05  
NORTHWEST AREA STORM WATER EMERGENCY OVERFLOWS**

Owner: City of Inver Grove Heights 8150 Barbara Avenue Inver Grove Heights, MN 55077	Date of Issuance: July 31, 2009
Contractor: Enebak Construction Company P.O. Box 458 Northfield, MN 5507	Engineer: Public Works Director
<p><b><u>PURPOSE OF CHANGE ORDER</u></b>                  Change Order No. 4 adjusts the final contract price to the actual cost based on the actual quantity used for each bid item.</p>	
<b>CHANGE IN CONTRACT PRICE</b>	<b>CHANGE IN CONTRACT TIME</b>
Original Contract Price: \$44,252.78	Original Contract Time:
Previous Change Orders No. 1, 2, 3 \$9,337.97	Net Change from Previous Change Orders
Contract Price Prior to this Change Order \$53,590.75	Contract Time Prior to this Change Order
Net Increase/Decrease of this Change Order No. 4 (\$1,390.00)	Net Increase (Decrease) of Change Order
Contract Price with all Approved Change Orders \$52,200.75	Contract Time with Approved Change Orders
Recommended By:  Thomas J. Kaldunski, City Engineer	Approved By: _____ Enebak Construction Company

Approved By:

  
 \_\_\_\_\_  
 Scott D. Thureen, Public Works Director

Approved By:

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

Date of Council Action:

September 14, 2009



REQUEST FOR PAYMENT

From: Enebak Construction Company  
 P.O. Box 458  
 Northfield, MN 55057

To: Inver Grove Heights; City of  
 8150 Barbara Ave.  
 Inver Grove Heights, MN 55077

Invoice: 4410  
 Draw: 08047FNL-00003  
 Invoice date: 8/6/2009  
 Period ending date: 8/6/2009

Contract For: Argenta Hills SB17 Forcemain - Utilities

Request for payment:

Original contract amount \$44,252.78  
 Approved changes \$9,337.97  
 Revised contract amount \$53,590.75

Project: 08047  
 Argenta Hills SB17 Forcemain  
 Contract date: 8/25/2008

Contract completed to date

Less retainage \$52,200.75  
 Total completed less retainage \$52,200.75

Architect:

Scope: City Project No. 2007-05-Northwest Area Storm Water  
 Overflows  
 \*\* FINAL \*\*

Less previous requests \$49,590.71  
 Current request for payment \$2,610.04

Current billing

Less current retainage \$0.00  
 Current amount due \$2,610.04

# REQUEST FOR PAYMENT DETAIL

Item ID	Description	Unit of Measure	CONTRACTED			CURRENT		TOTAL TO DATE	
			Bid Quantity	Unit Price	Amount	Quantity	Amount	Quantity	Amount
01-0000	Storm Water Overflows								
01-0010	Mobilization	LS	1.00	2,000.00	2,000.00		1.00	2,000.00	
01-0020	Salvage and Respread Topsoil	LS	1.00	300.00	300.00		1.00	300.00	
01-0030	8" PVC Pipe, C-900	LF	1,704.00	19.86	33,841.44		1,704.00	33,841.44	
01-0040	8" Ductile Iron Pipe	LF	10.00	33.69	336.90		10.00	336.90	
01-0050	24" RCP Storm Sewer	LF	27.00	26.30	710.10		27.00	710.10	
01-0060	24" RCP Apron w/Trash Guard	EA	1.00	1,026.00	1,026.00		1.00	1,026.00	
01-0070	48" Manhole DES-F	EA	1.00	1,487.15	1,487.15		1.00	1,487.15	
01-0080	F & I Storm Sewer Casting	EA	1.00	539.00	539.00		1.00	539.00	
01-0090	Marking Post	EA	3.00	105.00	315.00		1.00	105.00	
01-0100	Random RipRap	CY	9.00	70.00	630.00		9.00	630.00	
01-0110	Connect 1.5" Drain Pipe to Exi	EA	1.00	350.00	350.00		1.00	350.00	
01-0120	1.5" Corporation	EA	1.00	215.09	215.09		1.00	215.09	
01-0130	1.5" Curb Stop & Box	EA	1.00	260.10	260.10		1.00	260.10	
01-0140	1.5" HDPE Pipe	LF	90.00	10.80	972.00		90.00	972.00	
01-0150	Fertilizer, Seed and Mulch	AC	2.00	575.00	1,150.00				
01-0160	Steel T-Post	EA	4.00	30.00	120.00		3.00	90.00	
			<b>Sub-total</b>		<b>44,252.78</b>				<b>42,862.78</b>
02-0000	CHANGE ORDERS								
02-0010	Change Order #1	LS	1.00	3,514.00	3,514.00		1.00	3,514.00	
02-0020	Change Order #2	LS	1.00	2,204.59	2,204.59		1.00	2,204.59	
02-0030	Change Order #3	LS	1.00	3,619.38	3,619.38		1.00	3,619.38	
			<b>Sub-total</b>		<b>9,337.97</b>				<b>9,337.97</b>
<b>Totals</b>					<b>53,590.75</b>				<b>52,200.75</b>

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

**ENGINEER'S REPORT OF FINAL ACCEPTANCE**

**CITY PROJECT NO. 2007-05  
NORTHWEST AREA STORM WATER EMERGENCY OVERFLOWS**

August 27, 2009

TO THE CITY COUNCIL  
INVER GROVE HEIGHTS, MINNESOTA

HONORABLE MAYOR AND CITY COUNCIL MEMBERS:

This is to advise you that I have received the work under contract to Enebak Construction Company. The work consisted of storm water emergency overflows in the Northwest Area within the City of Inver Grove Heights.

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

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

ORIGINAL CONTRACT PRICE	\$44,252.78
ADDITIONS (CHANGE ORDER NOS. 1, 2, 3)	\$9,337.97
DEDUCTIONS (CHANGE ORDER NO. 4)	(\$1,390.00)
FINAL CONTRACT AMOUNT	\$52,200.75
FINAL VALUE OF WORK	\$52,200.75
PREVIOUS PAYMENTS	\$49,590.71
BALANCE DUE	\$2,610.04

Sincerely,



Scott D. Thureen  
Public Works Director

SDT/kf

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

**RESOLUTION ACCEPTING WORK OF ENEBAK CONSTRUCTION COMPANY AND  
AUTHORIZING FINAL PAYMENT IN THE AMOUNT OF \$2,610.04**

**CITY PROJECT NO. 2007-05  
NORTHWEST AREA STORM WATER EMERGENCY OVERFLOWS**

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

**WHEREAS**, pursuant to a written contract with the City of Inver Grove Heights dated August 25, 2008, Enebak Construction Company satisfactorily completed improvements and appurtenances for City Project No. 2007-05 – Northwest Area Storm Water Emergency Overflows.

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

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

Adopted by the City Council of Inver Grove Heights this 14<sup>th</sup> day of September 2009.

AYES:

NAYS:

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

ATTEST:

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

**CITY OF INVER GROVE HEIGHTS**

**REQUEST FOR COUNCIL ACTION**

**Authorize Payment of Final Invoice for Improvements to a 60” Storm Sewer along Concord Boulevard – City Project No. 2001-12 Concord Boulevard Street Reconstruction – Phase 2**

Meeting Date: September 14, 2009  
 Item Type: Consent  
 Contact: Thomas J. Kaldunski, 651.450.2572  
 Prepared by: Thomas J. Kaldunski, City Engineer  
 Reviewed by: Scott T. Thureen, Public Works Director

*SM CS*

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

**PURPOSE/ACTION REQUESTED**

Consider authorizing payment of the Arcon Construction final invoice for the 60” storm sewer along Concord Boulevard – City Project No. 2001-12 Concord Boulevard Street Reconstruction – Phase 2.

**SUMMARY**

This project was authorized by the City Council at the June 8, 2009 meeting. Subsequently the Council authorized expenditures up to \$80,000 based on the quotes received for the work. This replaced some of the existing 48” reinforced concrete pipe (RCP) with a 60” RCP at the existing cattle pass under Concord Boulevard (County Project – Phase 2) in preparation for the 2010 South Grove Street Reconstruction – City Project No. 2010-09D.

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 was 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 work eliminates future disruptions along Concord Boulevard when the South Grove drainage basin project continues to the west.

The City Council is being asked to approve final payment of \$62,495.73 at this time, which is a savings of \$11,354.72 from the original quote. It is recommended that the City Council authorize the payment of \$62,495.73 to Arcon Construction.

TJK/kf

- Attachments: Arcon Invoice  
 Kimley-Horn Project Cost Summary  
 Kimley-Horn Project Construction Map

# Invoice

Arcon Construction Co  
P.O. Box 159  
Harris, MN 55032  
Phone: 651-674-4474  
Fax: 651-674-2027

Date: 3-Sep-09  
Invoice: 0908-1

Terms: Net 30 days

To: City of Inver Grove Heights  
Attn: Peter Hindman  
8150 Barabara Avenue  
Inver Grove Heights, MN 55077

Project: Concord Blvd  
Storm Sewer  
Proj: 2010-09D

Item	Description	UOM	Estimated Quantity	ToDate Quantity	Unit Price	To Date Amount
1	MOBILIZATION	LS	1.00	1.00	500.00	500.00
2	CLEARING/GRUBBING	LS	1.00	1.00	2,000.00	2,000.00
3	REMOVE 48"RC PIPE	LF	155.00	122.00	19.20	2,342.40
4	SALVAGE 27"RC PIPE	LF	35.00	35.00	18.00	630.00
5	SLV/RNSTL 10"PVC PIPE	LS	1.00	1.00	600.00	600.00
6	REMOVE MH	EA	1.00	1.00	720.00	720.00
7	INST.SLV 27"RC PIPE	LF	25.00	25.00	23.00	575.00
8	60" RC PIPE	LF	135.00	119.00	180.07	21,428.33
9	120"MH STRUCT.	EA	1.00	1.00	9,700.00	9,700.00
10	CONST.CONC 7X9'VAULT	EA	1.00	1.00	16,000.00	16,000.00
11	CONN.TO EX.PIPE 48X60	EA	1.00	1.00	2,950.00	2,950.00
12	WM OFFSET	EA	1.00	0.00	7,840.00	0.00
13	SEEDING	LS	1.00	1.00	800.00	800.00
14	TEMP EROS. CNTRL	LS	1.00	1.00	750.00	750.00
15	P.E CERTIFICATION	LS	1.00	1.00	3,500.00	3,500.00
Total Amount Due						<u>62,495.73</u>

**PAYMENT DETAIL LIST**

Contract: SPECIAL  
 Owner: City of Inver Grove Heights  
 Project: Concord Boulevard Storm Sewer Improvements for 2010-09D Project

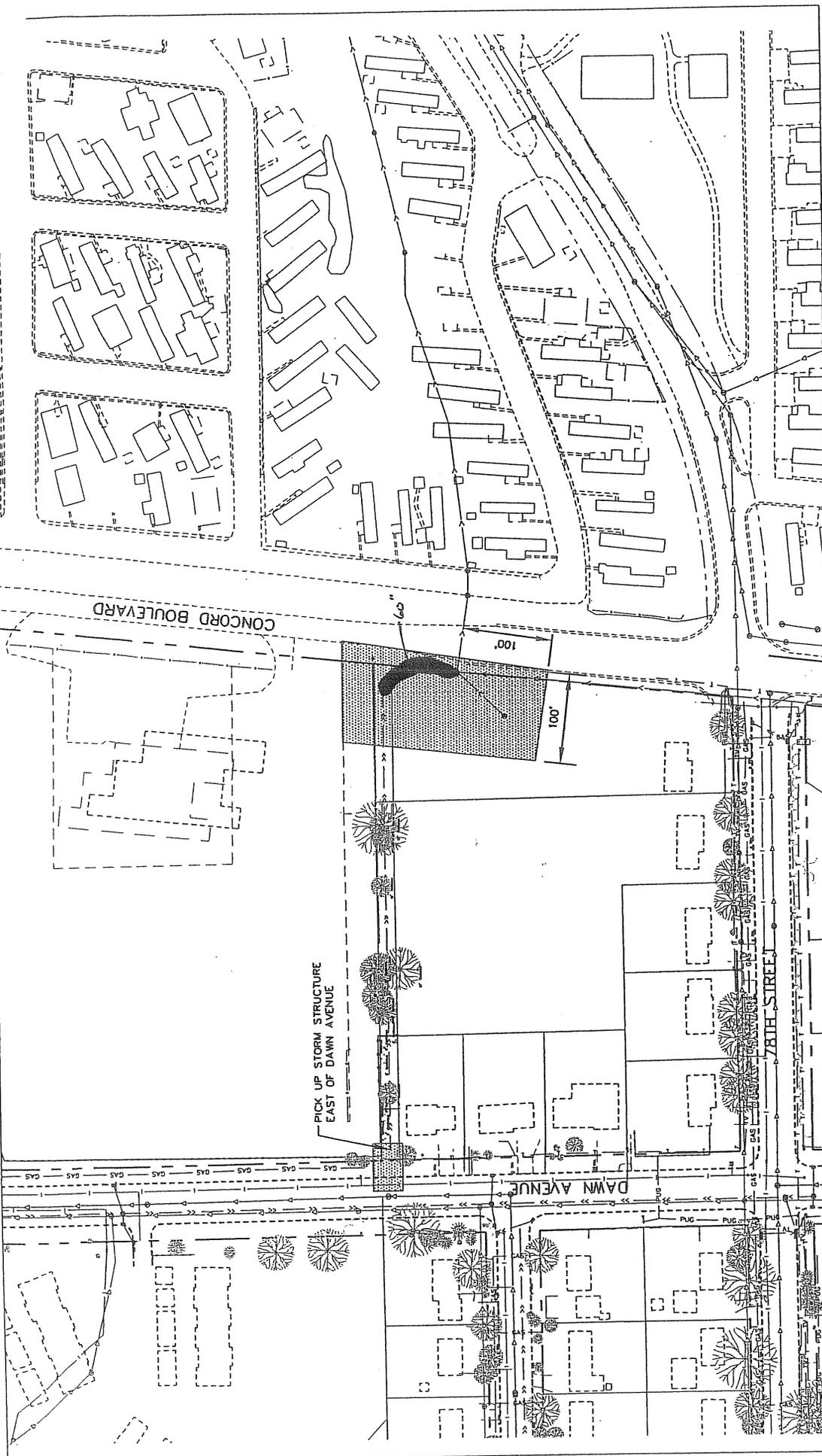


KHA Job No: 160509013

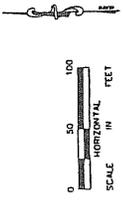
Schedule:  
 Description:

Item No.	Item Description	Unit	Estimated Quantity	Quantity To-Date	Contract Unit Price	Total Estimated Cost	Total Contract Cost To-Date
1	MOBILIZATION	LS	1	1.00	\$ 500.00	\$ 500.00	\$ 500.00
2	CLEARING AND GRUBBING	LS	1	1.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00
3	REMOVE 48" RC PIPE	LF	155	122.00	\$ 19.20	\$ 2,976.00	\$ 2,342.40
4	SALVAGE 27" RC PIPE	LF	35	35.00	\$ 18.00	\$ 630.00	\$ 630.00
5	SALVAGE AND REINSTALL 10" PVC PIPE	LS	1	1.00	\$ 600.00	\$ 600.00	\$ 600.00
6	REMOVE MANHOLE	EACH	1	1.00	\$ 720.00	\$ 720.00	\$ 720.00
7	INSTALL SALVAGED 27" RC PIPE	LF	25	25.00	\$ 23.00	\$ 575.00	\$ 575.00
8	60" RC PIPE	LF	135	119.00	\$ 180.07	\$ 24,309.45	\$ 21,428.33
9	120" MANHOLE STRUCTURE	EACH	1	1.00	\$ 9,700.00	\$ 9,700.00	\$ 9,700.00
10	CONSTRUCT CONCRETE VAULT (7' X 9' VAULT)	EACH	1	1.00	\$ 16,000.00	\$ 16,000.00	\$ 16,000.00
11	CONNECT TO EXISTING PIPE (48" X 60" INCREASER)	EACH	1	1.00	\$ 2,950.00	\$ 2,950.00	\$ 2,950.00
12	WATERMAIN OFFSET	EACH	1	0.00	\$ 7,840.00	\$ 7,840.00	\$ -
13	SEEDING	LS	1	1.00	\$ 800.00	\$ 800.00	\$ 800.00
14	TEMPORARY EROSION CONTROL	LS	1	1.00	\$ 750.00	\$ 750.00	\$ 750.00
15	P.E. CERTIFICATION ON BOX MH	LS	1	1.00	\$ 3,500.00	\$ 3,500.00	\$ 3,500.00

Total: \$ 73,850.45 \$ 62,495.73



CONCORD BOULEVARD  
 ADDITIONAL SURVEY  
 SOUTH GROVE STREET  
 RECONSTRUCTION AREA 5



AREA TO BE SURVEYED



City of  
 Inver Grove Heights  
 8130 BARBARA AVENUE  
 INVER GROVE HEIGHTS, MN 55077-3412

**Kimley-Horn  
 and Associates, Inc.**  
 TEL. NO. (651) 645-1197  
 FAX NO. (651) 645-5116



2350 JIM HERSBY AVE. WEST, SUITE 100  
 ST. PAUL, MINNESOTA 55114

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

**PROPOSAL FOR EXTERIOR CLEANING OF NORTHSIDE WATER TOWER**

Meeting Date: September 14, 2009  
 Item Type: Consent  
 Contact: Jim Sweeney, 651.450.2565  
 Prepared by: Jim Sweeney, Utility Superintendent  
 Reviewed by: Scott D. Thureen, Public Works Director

*SDT*

**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 proposal for exterior cleaning of Northside Water Tower.

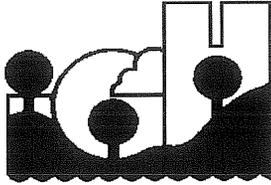
**SUMMARY**

The Northside Water Tower was repainted in 2003. Water towers of this design (spheroid) need to be cleaned on the exterior every five to six years to remove dirt, mold and mildew that accumulate on the underside of the sphere.

The Utility Superintendent has obtained the attached quote for cleaning the tower. The vendor utilizes a proprietary system that, while slightly more expensive than traditional tower cleaning methods (\$6,500 vs. \$5,000), is safer and provides much less opportunity to damage the surface coating on the tower (see attached memo from Jim Sweeney).

I recommend that the Council accept the proposal from Water Tower Clean and Coat, Inc. for exterior surface cleaning on the Northside Water Tower. Funding will come from the Water Operating Fund (501-71000-512.40-43).

SDT/kf  
 Attachments: Memo with proposal



City of Inver Grove Heights  
UTILITY DIVISION

## MEMORANDUM

TO : Scott Thureen  
FROM : Jim Sweeney  
SUBJECT : **Northside Water Tower**  
DATE : September 1, 2009

---

Attached is a proposal for exterior cleaning of the Northside Water Tower. This tower is a one million gallon spheroid type tank that was re-coated in 2003 at a cost of approximately \$400,000 dollars. The major drawback to this type of tank is the dirt, mold, and mildew which accumulates on the bottom of the sphere due to condensation and lack of sunlight. Periodic cleaning is required, both for appearance sake, and to obtain maximum life from the coating system (approximately 20 years).

Water Tower Clean & Coat utilizes a proprietary system they developed to effectively clean spheroid type tanks. It employs a robotic system that is rubber coated at all contact points with the tank, and a relatively low pressure spray system that effectively cleans the coating without damaging it.

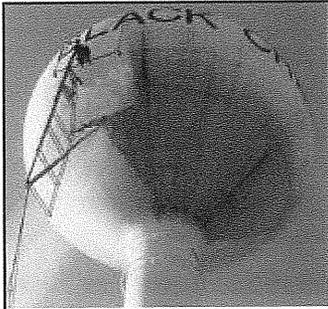
We have checked several of the references listed on the proposal ( Northfield, New Brighton, and Buffalo ) all comments were positive, and all stated they would continue to use this contractor for their future cleaning needs.

If you concur, we will accept the proposal from Water Tower Clean & Coat and schedule the work to occur this fall.

Thanks, Jim

# Water Tower Clean and Coat, Inc

## Proposal For Services



8/19/09

Prepared For:  
 Jim Sweeney  
 Inver Grove Heights, MN

Prepared By:  
 Russ Fiene  
 Water Tower Clean & Coat, Inc.  
 608-592-7574 office  
 608-279-3438 cell

Water Tower Clean and Coat  
 W11822 Reynolds Rd.  
 Lodi, WI 53555

**EIN # 391-851002**

Phone # (608) 592-7574  
 Fax # (608) 592-7574

Customer Phone #  
 Customer Fax #  
 Customer Cell #  
 Customer Email:

Customer P.O. #  
 Customer Tax Exempt #

Description	Quote
<p>Exterior cleaning of the one million gallon tank located along HWY 494.</p> <p><b>Includes:</b>                      Chlorinated wash in order to remove the mildew and mold growing on the underside of the tank.</p>	<p><b>\$6500.00</b></p>
<p>Notes:</p>	

Please sign, date and fax this proposal to (608) 592-7574

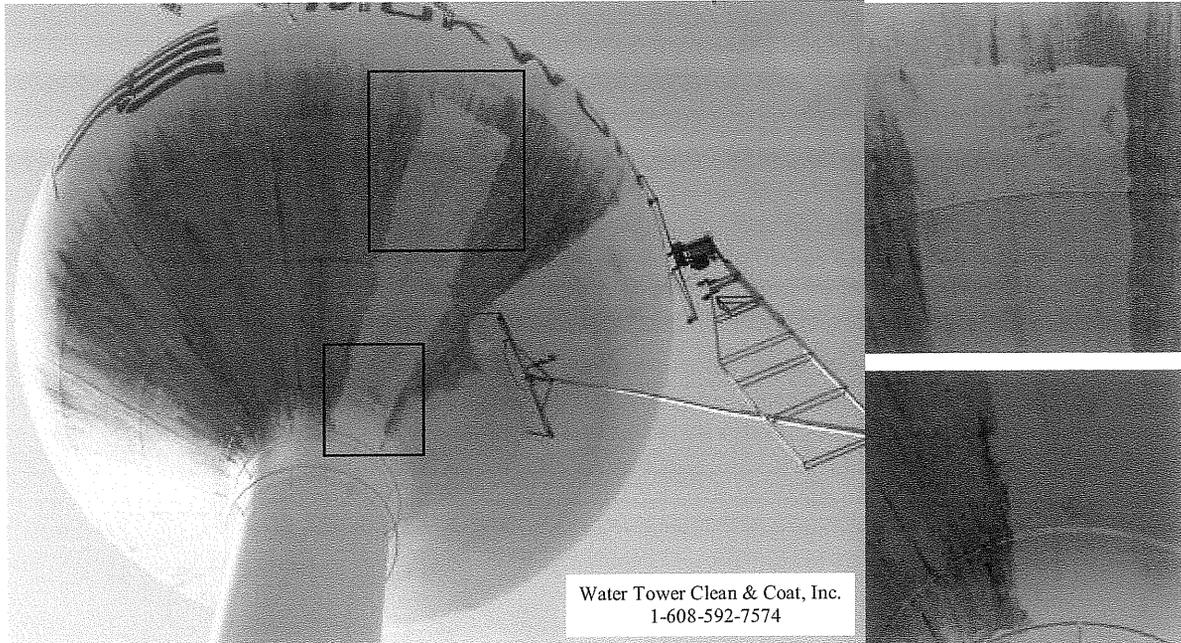
**Total \$6500.00**

Customer Signature \_\_\_\_\_ Date Accepted \_\_\_\_\_

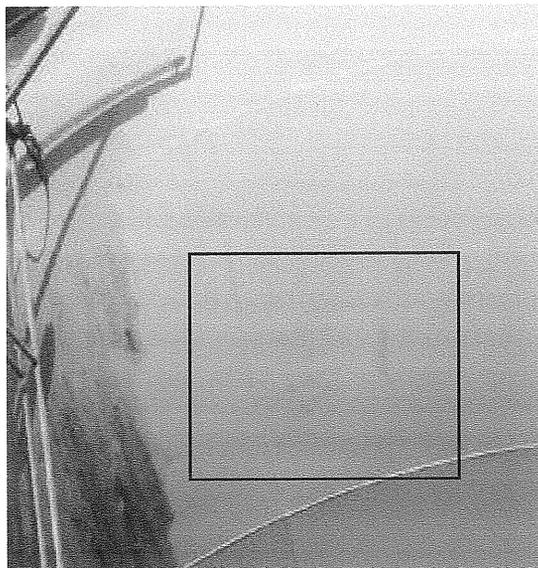
Water Tower Clean and Coat Inc. utilizes a ground operated, remote controlled robotic cleaning machine that relies on pressure spraying for cleaning the external surfaces of the spheroid towers. We wash above your logo to ground level. WTCC is not liable for the repair or refinishing of any surface areas as a result of our work on or in your tower. If it is determined that your existing paint might incur damage following the initial wash test strip, we reserve the right to cancel this contract and rescind the work order. Full access to your tower is required. We welcome an open inspection

## Mukwonago, WI Testimonial

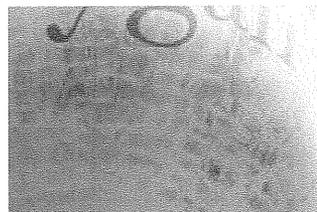
The strip you see to the left of our cleaning machine was done by our competitor using very high pressure water jetting from a man lift basket. At the top of the strip you can see where the coating was removed as our competitor swept his wand back and forth. Mukwonago water utility superintendent Randy Walynczyk, stopped our competitor from ruining the rest of the tank coating and then called Water Tower Clean & Coat, Inc..



Our competitor blamed the paint loss on the coating system and an enormous controversy ensued. After going over the entire tank with our ground operated remote control cleaning machine, we experienced absolutely no paint loss. The engineers hired by the City of Mukwonago, Tnemec paint reps and utility workers all remarked it was clearly visible from the ground that our machine had cleaned the tank surface better than our competitor. Using patience and technology it's easy to see how well our machine performed in this side by side comparison of the two cleaning methods.



Using less than half the pressure, our machine was able to remove stains and mildew they had left behind. Our competitors use 3000-5000 psi water jetting and harsh chemicals which can drift onto neighbors cars and houses. Our system of using low pressure power washing (1550 lbs pressure), and injecting a weak bleach solution into the cleaning water, allows the hard smooth surface of your finish coat to remain intact. This smooth surface helps the dirt and mildew wash off in the rain and not get hung up on the surface of your tank. Your tank will stay cleaner longer using our method of cleaning.



Here is an example of an etched finish coat. You can see where each pass of the wand has roughed up the surface. It didn't take long for this tank to grab onto all this dirt and mildew.

**Water Tower Clean & Coat, Inc. 1-608-592-7574**

# Water Tower Clean and Coat, Inc

W11822 Reynolds Rd.  
Lodi, WI 53555  
(608) 592-7574

Some of the more recent towers we have cleaned in Minnesota and Wisconsin

Northfield	Doug Lien	507-645-3051
Annandale	Joe Haller	320-274-3055
Lake Crystal	Bill Daley	507-381-2483
Ramsey	John Nelson	763 278 8254
Buffalo	Thomas Klett	763 682 4040

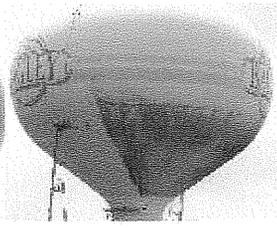
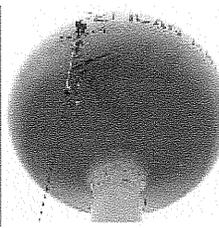
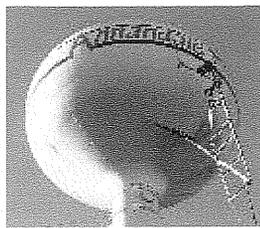
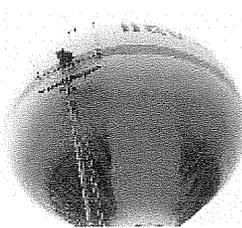
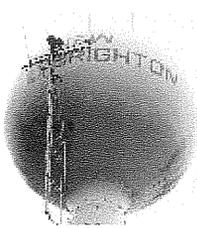
Shakopee, MN  
John Crooks  
952-233-1511

Browerville, MN  
Chuck Buhl  
1-320-594-6234

Annandale, MN  
Joe Haller  
1-320-274-3055

Pelican Rapids, MN  
Brent Frazier  
1-218-863-7076

Bagley, MN  
Earl Holmstrom  
1-218-766-4350



## More References

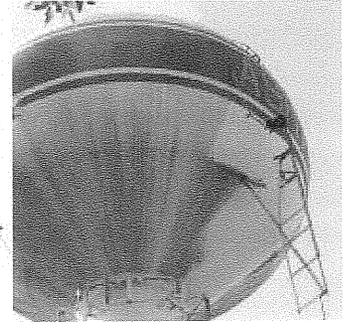
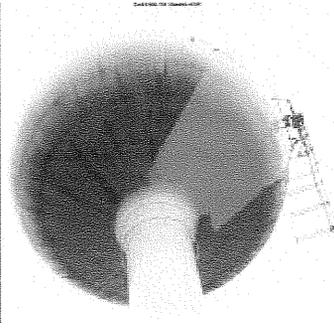
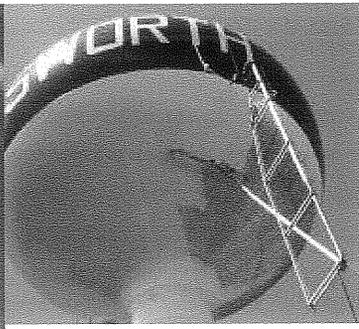
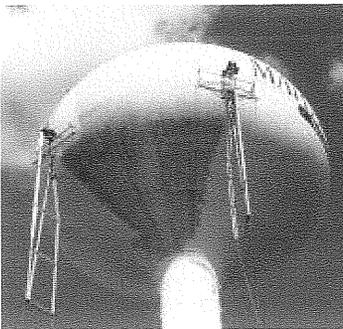
Village of Butler, WI	Ken Podewils	414-333-8040	300k spheroid
Elkhart Lake, WI	Rich Solek	920-207-8002	300k spheroid
Shorewood, MN	Larry Brown	9520401-1637	500k spheroid
Village of Coleman, WI	Aaron Patefield	920-897-2234	300k spheroid
Georgetown Charter Twnshp, MI	Denny Bishop	616-457-2340	500k spheroid

Marshfield, WI  
Dave Wasserburger  
1-715-387-1195

Ellsworth, WI  
Greg Engeset  
1-715-273-4742

Park Falls, WI  
Dennis Wartgow  
1-715-762-5440

Ashwaubenon, WI  
Doug Martin  
1-920-492-2335



Merrimac, WI	Fitchburg, WI	Mukwonago, WI	Campbellsport, WI	Alma Center, WI	Tomahawk, WI	Pardeeville, WI
Shellie Benish	Tim Shackleton	Water Dept.	Mark Gruber	Jeff Gaede	Bil Jelinek	David Tracey
1-608-493-2122	1-608-275-7142	1-262-363-6439	1-920-533-5113	1-715-964-7211	1-715-453-2404	1-608-429-3054



Grove Heights



CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

**Accept Quotes and Approve Purchase of Restroom Stall Partitions**

Meeting Date: September 14, 2009  
 Item Type: Consent  
 Contact: Barry Underdahl, Street Maintenance Superintendent  
 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: City Facilities Fund

**PURPOSE/ACTION REQUESTED**

Accept quotes and approve purchase of restroom stall partitions

**SUMMARY**

The existing restroom stall partitions in the men’s locker room and the men’s bathroom in the Maintenance Building are in need of replacement. Two quotes for materials were received.

Bartley Sales Company, Inc.	\$988.59
J. T. Architectural Sales, LLC	\$1,613.81

The purchase will be funded from the City Facilities Fund. The partitions will be installed by City personnel. I recommend accepting the quote from Bartley Sales Company, Inc. in the amount of \$988.59.

SDT/kf

Attachments: Quotes

**BARTLEY SALES COMPANY INC.**

6509 Cambridge Street  
Minneapolis, MN 55426  
(952) 929-0001 / fax: (952) 929-4733  
email: nancie@bartleysales.com

AUGUST 5, 2009

TO: BARRY UNDERDAHL

JOB: CITY OF INVER GROVE HEIGHTS

SUBJECT TO TERMS AND CONDITIONS LISTED BELOW - WE BID AS FOLLOWS:

**TOILET PARTITIONS (QUOTING ACCURATE PARTITIONS)**

1 ONLY LOT OF 2 BAKED ENAMEL, FLOOR  
MOUNTED/OVERHEAD BRACED COMPARTMENTS AND 2 WALL  
HUNG URINAL SCREENS

THE ABOVE MATERIAL, FOB FACTORY FULL FREIGHT ALLOWED TO JOB SITE,  
NOT INSTALLED FOR THE SUM OF....\$925.00  
(NINE HUNDRED TWENTY-FIVE DOLLARS AND 00/100)

**\*\*PLEASE NOTE, NO TAXES ARE INCLUDED IN THE BID PRICES, BUT WILL BE  
ADDED AT TIME OF ORDER WHERE APPLICABLE\*\***

YOURS TRULY,  
BARTLEY SALES COMPANY INC.

NANCIE HEUTMAKER

Terms & Conditions:

Subject to credit approval, net 30 days from date of invoice and interest charged at 18% APR After 30 days. No Retainage Allowed. Prices are exclusive of sales and excise tax. Federal, State of Local, now in effect or which may hereafter be imposed., unless otherwise stated above. This quotation is made for immediate acceptance and is subject to revision at any time prior to acceptance. Our ability to perform is contingent upon strikes, accidents, delays of carriers or other causes beyond our control. All field measurements are to be furnished and guaranteed by purchaser unless sold erected. Materials cannot be returned without out written consent.



JT Architectural Sales LLC  
 4278 S. Goodall Place  
 Tucson, AZ 85730  
 Phone # (520) 407-5573 / Fax # (520) 407-6521

# Quote

Date	Quote #
9/1/2009	90121

**WWW.JTASALES.NET**

**Customer**

IGH Public Works  
 8168 Barbara Ave.  
 Inver Grove Heights, MN 55077  
 Attn: Barri Underdahl

**Project / Ship To**

IGH Public Works  
 8168 Barbara Ave.  
 Inver Grove Heights, MN 55077

MATERIAL ONLY TO JOB SITE - NO TAX INCLUDED UNLESS NOTED		Estimator	
		JTT	
Item	Price good for quantities shown ONLY	Qty	Total
HDPE	LEGACY - High Density Polyethylene - Solid Plastic Toilet partitions	1	1,510.00
Install only	2 toilet stall fronts and two wall hung urinal screens add for post and install on screens if desires \$180.00 Installation of material only - removal and disposal by others. Out-of-state sale, exempt from sales tax	1	450.00 0.00
Call with any questions		<p><b>Total \$1,960.00</b></p>	
<p>TERMS:Quote good for 30 days and must ship within 90 days, or quote is subject to an escalation factor up to 10% per month from date of proposal. No penalty clauses or stipulations accepted. Material only - one shipment to one site. Reinforcing material by others. Quote based on our ability to obtain material, we are not responsible for acts of nature, war and or price increases not anticipated. All orders subject to credit approval. Customer is subject to any cancellation charges. Customer is liable for all taxes not collected.</p>			

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

**Receive Quotes and Award Contracts for Street Patching Services**

Meeting Date: September 14, 2009  
 Item Type: Consent  
 Contact: Barry Underdahl, Street Maintenance Superintendent  
 Prepared by: Scott D. Thureen, Public Works Director  
 Reviewed by: *SDT*

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

**PURPOSE/ACTION REQUESTED**

Receive quotes and award contracts for street patching services.

**SUMMARY**

The Street Maintenance Division has requested quotes for two types of street maintenance patching on various streets across the City. The contractor assistance is necessary due to the heavy workload associated with storm water system and street system maintenance and the staffing shortage in Street Maintenance. Funds are available in the approved Street Maintenance Division budget for this work.

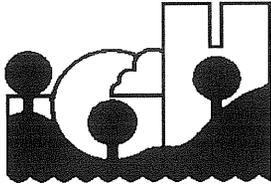
The first set of quotes are for full-lane-width shallow patches on Upper 55<sup>th</sup> Street, between Robert Trail South and Babcock Trail; and on Akron Avenue, north of Cliff road (see map). Quotes were received from Ace Blacktop (\$22,956.00) and Pine Bend Paving (\$24,750.00 for Upper 55<sup>th</sup> Street only – no Akron quote submitted).

The second set of quotes are for spray patching on Dawn Way, Craig Avenue, 64<sup>th</sup> Street East, and 63<sup>rd</sup> Street East; Dawn Avenue and Corey Path; 50<sup>th</sup> Street East, between Robert Street and Mendota Road; 50<sup>th</sup> Street East, between Robert Street and Babcock Trail; and College Trail, between Cahill Avenue and Cooper Way (see map). Quotes were received from RCM Specialties, Inc. (\$34,200.00) and Minnesota Asphalt Maintenance (\$41,165.00).

I recommend awarding contracts to Ace Blacktop, Inc., in the amount of \$22,956.00, and RCM Specialties, Inc., in the amount of \$34,200.00, for street maintenance patching. Funding will come from 101-5200-443.40-46 as noted in the attached memo from Barry Underdahl, Street Maintenance Superintendent.

SDT/kf

Attachments: Memo w/quotes  
 Maps



City of Inver Grove Heights  
Streets/Central Equipment

## MEMORANDUM

TO : Scott Thureen  
FROM : Barry Underdahl  
SUBJECT : Street Maintenance  
DATE : 8-25-2009

---

### Background

I have received quotes for two different patching processes to help keep up with street maintenance. The first is for traditional patching methods and the second for Injection Spray Patching. The quotes from Ace Blacktop and Pine Bend Paving are for the traditional methods to be used on Upper 55<sup>th</sup> St. from Babcock Trail to Robert Street. The quotes from RCM Specialties and Minnesota Asphalt Maintenance are for Injection Spray Patching. This is the patching process used on Broderick this summer which works well on streets that do not require large patches or overlays.

### Recommendation

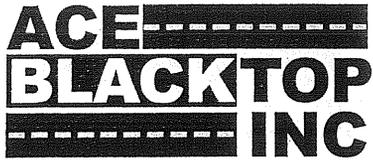
I recommend accepting the following quotes:

Ace Blacktop for method #2 to include patching for \$1,612 and applying a lane width skin overlay to select areas of Upper 55<sup>th</sup> St. for \$16,330.  
Ace Blacktop for a 13' x 31' patch on Akron Avenue for \$1,396 and a 1" overlay on 244' of Akron Avenue for \$3,986. (Minus deduct of \$368.00)

RCM Specialties for Injection Spray Patching of Dawn Way, Craig Ave., 64<sup>th</sup> St. and 63<sup>rd</sup> St. for \$15,200. Dawn Ave. and Cory Path for \$3,800. 50<sup>th</sup> St. between Robert St. and Mendota Road for \$1,900. 50<sup>th</sup> St. between Robert St. and Babcock Trail for \$11,400, and College Trail between Cahill Ave. and Cooper Way for \$1,900 as outlined in the RCM Specialties quotes.

These items would be paid from budget line item 101-5200-443-40-46 at a combined cost of \$57,156. The balance of this account is \$292,438 as of August 25, 2009.

# Proposal



7280 Dickman Trail  
 Inver Grove Heights • Minnesota 55076  
 Ph. (651) 450-1237 • Fx. (651) 450-9057

PROPOSAL SUBMITTED TO <i>CITY OF INVER GROVE HTS.</i>	PHONE <i>651-775-3319</i>	DATE <i>7-23-09</i>
STREET <i>8150 BARBARA AVE.</i>	JOB NAME <i>STREET REPAIRS</i>	
CITY, STATE AND ZIP CODE <i>INVER GROVE HTS. MN 55077</i>	JOB LOCATION <i>UPPER 55 ST. BARCOCK TO ROBERT</i>	
		JOB PHONE

*UPPER 55<sup>TH</sup> STREET REPAIRS - TOTAL LENGTH OF PROJECT 3268 LN FT.*

*METHOD #1 SWEEP + BLOW CLEAN POTHOLES & OPEN TRAVERSE JOINTS  
 APPLY TACK COAT + FILL WITH ASPHALT MIX  
 SKIN PATCH SEVERAL SEVERELY RAVELED SURFACE AREAS  
 APPROXIMATELY 16 TON OF MIX  
 PROVIDE 2 FLAG PERSON TRAFFIC CONTROL \$6976<sup>00</sup>*

*METHOD #2 PATCH POTHOLES IN AREAS WHERE ROAD IS IN BETTER CONDITION \$1612<sup>00</sup>  
 REMAINING AREA:  
 PRE-PATCH DEEP HOLES  
 APPLY LANE WIDTH SKIN OVERLAY 1/2" - 1" DEEP CAPPING  
 SEVERELY DETERIORATED AREAS TO PREVENT FURTHER  
 RUBBLING OF NEW AND EXISTING PATCHES AND ROAD  
 SURFACE - \$5.96 PER LINEAR LANE FOOT  
 APPROX. 2740' LONG 12' WIDE \$16,330<sup>00</sup>*

We Propose hereby to furnish material and labor - complete in accordance with above specifications, for the sum of: \$ *SEE ABOVE*  
 Payment due upon completion of job or receipt of statement. A charge of 1 1/2 % per month will be made on all past due balances.  
 This charge applies to all accounts 30 days past due.

CONTRACTORS PRE LIEN NOTICE TO OWNER

1) ANY PERSON OR COMPANY SUPPLYING LABOR OR MATERIALS FOR THIS IMPROVEMENT TO YOUR PROPERTY MAY FILE A LIEN AGAINST YOUR PROPERTY IF THAT PERSON OR COMPANY IS NOT PAID FOR THE CONTRIBUTIONS.  
 2) UNDER MINNESOTA LAW, YOU HAVE THE RIGHT TO PAY PERSONS WHO SUPPLIED LABOR OR MATERIALS FOR THIS IMPROVEMENT DIRECTLY AND DEDUCT THIS AMOUNT FROM OUR CONTRACT PRICE, OR WITHHOLD THE AMOUNTS DUE THEM FROM US UNTIL 20 DAYS AFTER COMPLETION OF THE IMPROVEMENT UNLESS WE GIVE YOU A LIEN WAIVER SIGNED BY PERSONS WHO SUPPLIED ANY LABOR OR MATERIAL FOR THE IMPROVEMENT AND WHO GAVE YOU TIMELY NOTICE."

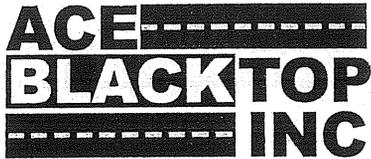
Authorized Signature *Thomas V. Stanton*

Note: This proposal may be withdrawn by us if not accepted within \_\_\_\_\_ days.

Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_

# Proposal



7280 Dickman Trail  
 Inver Grove Heights • Minnesota 55076  
 Ph. (651) 450-1237 • Fx. (651) 450-9057

PROPOSAL SUBMITTED TO <i>CITY OF INVER GROVE HTS</i>	PHONE <i>651-775-3319</i>	DATE <i>7-20-09</i>
STREET <i>8150 BARBARA AVE</i>	JOB NAME <i>AKRON AVE PAVEMENT REPAIR</i>	
CITY, STATE AND ZIP CODE <i>INVER GROVE HTS MN 55077</i>	JOB LOCATION <i>AKRON AVE NORTH OF 110<sup>th</sup> ST.</i>	
		JOB PHONE

*PATCH: 13' x 31' REMOVE + REPLACE 3" DEEP \$1396<sup>00</sup>*

*OVERLAY AREA - SWEEP 24 1/2' x 244'*  
*APPLY TACK COAT*  
*PLACE WEAR COARSE OVERLAY - 2" \$5694<sup>00</sup>*  
*1 1/2" \$4816<sup>00</sup>*  
*1" \$3986<sup>00</sup>*

*\* IF PATCH + OVERLAY ARE DONE AT SAME TIME DEDUCT \$368<sup>00</sup>*

We Propose hereby to furnish material and labor - complete in accordance with above specifications, for the sum of: \$ *SEE ABOVE*  
 Payment due upon completion of job or receipt of statement. A charge of 1 1/2 % per month will be made on all past due balances.  
 This charge applies to all accounts 30 days past due.

**CONTRACTORS PRE LIEN NOTICE TO OWNER**

"(A) ANY PERSON OR COMPANY SUPPLYING LABOR OR MATERIALS FOR THIS IMPROVEMENT TO YOUR PROPERTY MAY FILE A LIEN AGAINST YOUR PROPERTY IF THAT PERSON OR COMPANY IS NOT PAID FOR THE CONTRIBUTIONS.

(B) UNDER MINNESOTA LAW, YOU HAVE THE RIGHT TO PAY PERSONS WHO SUPPLIED LABOR OR MATERIALS FOR THIS IMPROVEMENT DIRECTLY AND DEDUCT THIS AMOUNT FROM OUR CONTRACT PRICE, OR WITHHOLD THE AMOUNTS DUE THEM FROM US UNTIL 120 DAYS AFTER COMPLETION OF THE IMPROVEMENT UNLESS WE GIVE YOU A LIEN WAIVER SIGNED BY PERSONS WHO SUPPLIED ANY LABOR OR MATERIAL FOR THE IMPROVEMENT AND WHO GAVE YOU TIMELY NOTICE."

Authorized Signature *Thomas V. Stanton*

Note: This proposal may be withdrawn by us if not accepted within \_\_\_\_\_ days.

Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_

7-24-09



City of Inver Grove Hts.  
Att: Barry Underdahl  
Re: Upper 55<sup>th</sup>/Audrey/Asher Patching

Barry,  
Thank you for the opportunity to look at your project, I offer the following:

**SPECIFICATIONS:**

- "Throw In" pothole areas: Fill with LV3 asphalt wearing course and compact.
- "Overlay Areas": Sweep existing asphalt surface.  
Place LV4 asphalt wearing course to a 1.25" average depth.  
Compact.

**ESTIMATED QUANTITIES:**

Upper 55<sup>th</sup>: 45 Ton of Throw In materials @ \$ 150.00 per Ton = \$ 6,750.00  
 200 Ton of Overlay materials @ \$ 75.00 per Ton = \$ 15,000.00

Estimated Total: \$ 21,750.00

Asher: 2 Ton of Throw In = \$ 150.00  
 17 Ton of Overlay = \$ 1,275.00  
 Estimated Add: \$ 1,425.00

Audrey: 4 Ton of Throw In = \$ 300.00  
 17 Ton of Overlay = \$ 1,275.00  
 Estimated Add: \$ 1,575.00

All work to be paid on unit prices per ton.  
 Pricing valid for minimum quantities of: 10 Ton of Throw Ins.  
 125Ton of Overlays

All work as per applicable MDOT specifications.

Terms: Net 30

Thank you,

Joe Jacoby  
President

P.O. Box 72 • Vermilion, MN 55085 • 651-437-2333 • Fax 651-437-7960 • [www.pinebendpaving.com](http://www.pinebendpaving.com)



AN EQUAL OPPORTUNITY/AFFIRMATIVE ACTION EMPLOYER/"ESTABLISHED 1973"

**RCM SPECIALTIES INC.**  
**PO Box 278**  
**Cottage Grove MN 55016**

July 28, 2009

Barry Underdahl  
City of Inver Grove Heights  
8168 Barbara Ave  
Inver Grove Heights MN 55077

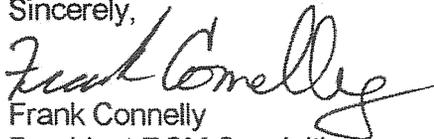
**Spray Patch Project: COLLEGE TRAIL**

RCM Specialties will apply approximately 7 tons of FA2 Dresser Trap Rock  
To areas on College Trail between Cahill Ave & Cooper Way  
Areas will be patched as outlined by Barry Underdahl.

**TOTAL PROJECT COST WILL BE \$1900.00**

This does include time and all material

Sincerely,

  
Frank Connelly  
President RCM Specialties Inc

**RCM SPECIALTIES INC.**  
**PO Box 278**  
**Cottage Grove MN 55016**

July 28, 2009

Barry Underdahl  
City of Inver Grove Heights  
8168 Barbara Ave  
Inver Grove Heights MN 55077

**Spray Patch Project: 50<sup>th</sup> ST**  
RCM Specialties will apply approximately 43 tons of FA2 Dresser Trap Rock  
To areas on 50<sup>th</sup> St between Robert St & Babcock Trail

Areas will be patched as outlined by Barry Underdahl.

**TOTAL PROJECT COST WILL BE \$11,400.00**  
This does include time and all material

Sincerely,



Frank Connelly  
President RCM Specialties Inc

**RCM SPECIALTIES INC.**  
**PO Box 278**  
**Cottage Grove MN 55016**

July 28, 2009

Barry Underdahl  
City of Inver Grove Heights  
8168 Barbara Ave  
Inver Grove Heights MN 55077

**Spray Patch Project: 50<sup>th</sup> St**

RCM Specialties will apply approximately 7 tons of FA2 Dresser Trap Rock  
To areas on 50<sup>th</sup> St between Robert St & Mendota Rd  
Areas will be patched as outlined by Barry Underdahl.

**TOTAL PROJECT COST WILL BE \$1900.00**  
This does include time and all material

Sincerely,

  
Frank Connelly  
President RCM Specialties Inc

**RCM SPECIALTIES INC.**  
**PO Box 278**  
**Cottage Grove MN 55016**

July 28, 2009

Barry Underdahl  
City of Inver Grove Heights  
8168 Barbara Ave  
Inver Grove Heights MN 55077

**Spray Patch Project: DAWN AVE & CORY PATH**

RCM Specialties will apply approximately 14 tons of FA2 Dresser Trap Rock  
To areas on Dawn Ave between 80<sup>th</sup> St & 78<sup>th</sup> St  
And Cory Path between 80<sup>th</sup> St & Dawn Ave  
Areas will be patched as outlined by Barry Underdahl.

**TOTAL PROJECT COST WILL BE \$3800.00**

This does include time and all material

Sincerely,



Frank Connelly  
President RCM Specialties Inc

**RCM SPECIALTIES INC.**  
**PO Box 278**  
**Cottage Grove MN 55016**

July 28, 2009

Barry Underdahl  
City of Inver Grove Heights  
8168 Barbara Ave  
Inver Grove Heights MN 55077

**Spray Patch Project: Dawn Way, CRAIG AVE, 64<sup>TH</sup> ST & 63<sup>RD</sup> ST**  
RCM Specialties will apply approximately 57 tons of FA2 Dresser Trap Rock  
To areas on Dawn Ave between 69<sup>th</sup> St & Concord Blvd  
Craig Ave Between 66<sup>th</sup> St & 65<sup>th</sup> St  
64<sup>th</sup> St between Crosby Ave & Dawn Ave  
63<sup>rd</sup> St between Crosby Ave & Dawn Ave

Areas will be patched as outlined by Barry Underdahl.

**TOTAL PROJECT COST WILL BE \$15,200.00**  
This does include time and all material

Sincerely,

Frank Connelly  
President RCM Specialties Inc

**Minnesota Asphalt Maintenance**

**821 66th Ave. NE**

**Fridley, MN 55432**

**Office: 763-753-0586 Fax: (763) 586-0945**

**Proposal Must be Accepted within 30 days from date.**

**[www.minnesotaasphalt.com](http://www.minnesotaasphalt.com)**

**Proposal**

City of Inver Grove Heights  
Barry Underdahl  
Inver Grove Heights, MN

College Trail. spray injection patching bid.  
Approx 7 tons of FA-2 aggregate applied to College Trail between Cahill & Cooper Way.

Repairs made as directed by Barry Underdahl.

Project cost including materials and labor: 2150.00

Marty Alger  
Minnesota Asphalt Maintenance

**Minnesota Asphalt Maintenance**

**821 66th Ave. NE**

**Fridley, MN 55432**

**Office: 763-753-0586 Fax: (763) 586-0945**

**Proposal Must be Accepted within 30 days from date.**

**[www.minnesotaasphalt.com](http://www.minnesotaasphalt.com)**

# **Proposal**

City of Inver Grove Heights  
Barry Underdahl  
Inver Grove Heights, MN

50 th st spray injection patching bid.

Approx 43 tons of FA-2 aggregate to 50 th st between Robert st and Babcock Trail.

Repairs made as directed by Barry Underdahl.

Project cost including materials and labor: 14500.00

Marty Alger  
Minnesota Asphalt Maintenance

# ***Proposal***

## ***Minnesota Asphalt Maintenance***

***821 66th Ave. NE***

***Fridley, MN 55432***

***Office: 763-753-0586 Fax: (763) 586-0945***

**Proposal Must be Accepted within 30 days from date.**

**[www.minnesotaasphalt.com](http://www.minnesotaasphalt.com)**

City of Inver Grove Heights  
Barry Underdahl  
Inver Grove Heights, MN

50<sup>th</sup> ST. spray injection patching bid.  
Approx 7 tons of FA-2 aggregate applied to 50<sup>th</sup> ST between Robert and Mendota Rd.

Repairs made as directed by Barry Underdahl.

Project cost including materials and labor: 2150.00

Marty Alger  
Minnesota Asphalt Maintenance

**Minnesota Asphalt Maintenance**

**821 66th Ave. NE**

**Fridley, MN 55432**

**Office: 763-753-0586 Fax: (763) 586-0945**

**Proposal Must be Accepted within 30 days from date.**

**[www.minnesotaasphalt.com](http://www.minnesotaasphalt.com)**

# **Proposal**

City of Inver Grove Heights

Barry Underdahl

Inver Grove Heights, MN

Dawn Ave & Cory Path. spray injection patching bid.

Approx 14 tons of FA-2 aggregate applied to Dawn ave & Cory Path.

Repairs made as directed by Barry Underdahl.

Project cost including materials and labor: 4065.00

Marty Alger

Minnesota Asphalt Maintenance

**Minnesota Asphalt Maintenance**

**821 66th Ave. NE**

**Fridley, MN 55432**

**Office: 763-753-0586 Fax: (763) 586-0945**

**Proposal Must be Accepted within 30 days from date.**

**[www.minnesotaasphalt.com](http://www.minnesotaasphalt.com)**

# **Proposal**

City of Inver Grove Heights  
Barry Underdahl  
Inver Grove Heights, MN

Craig ave. spray injection patching bid.  
Approx 57 tons of FA-2 aggregate applied to Dawn ave between 69<sup>th</sup> st & Concord,  
Craig ave between 66<sup>th</sup>, 65<sup>th</sup>, 64<sup>th</sup> and 63

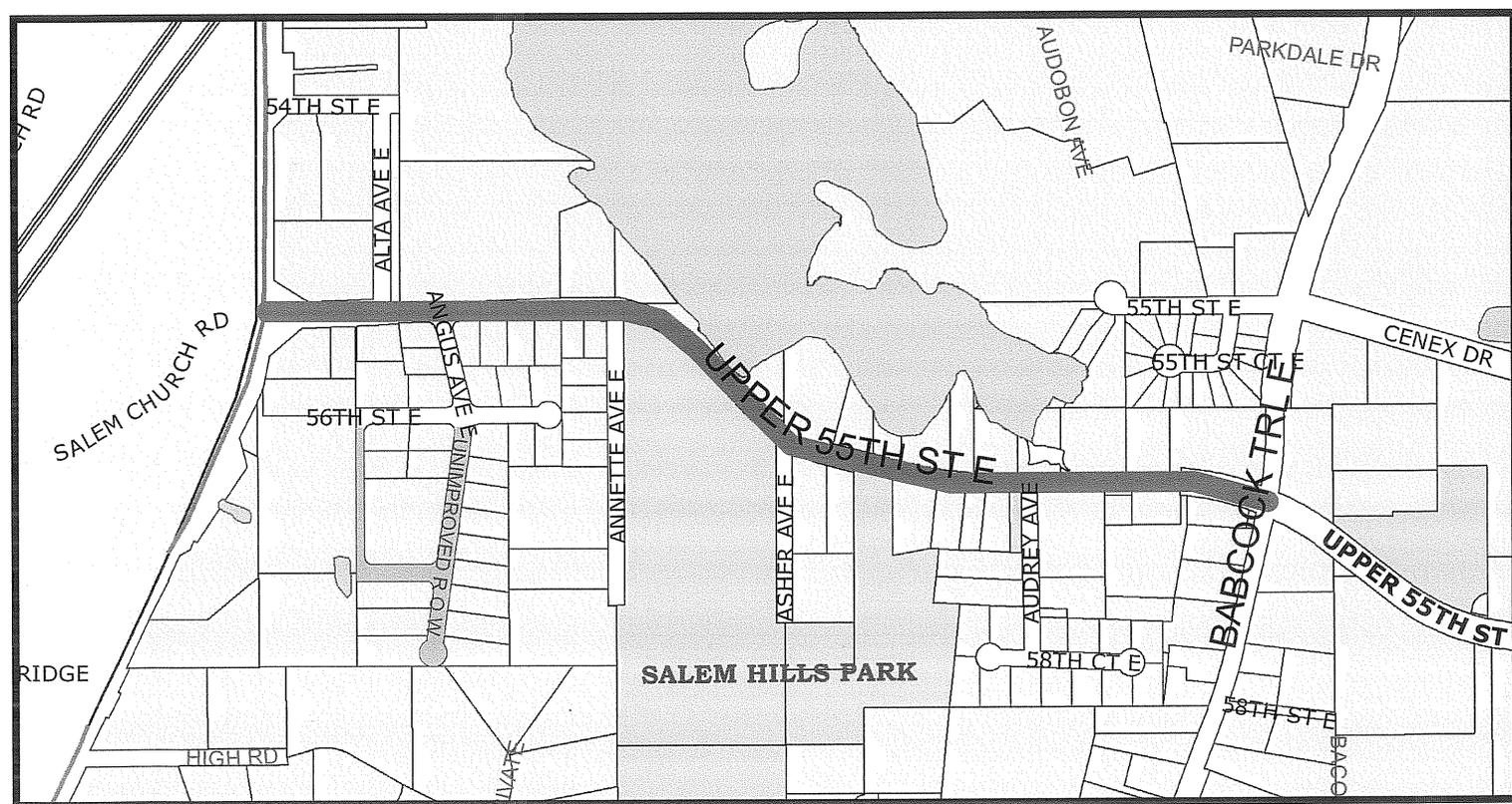
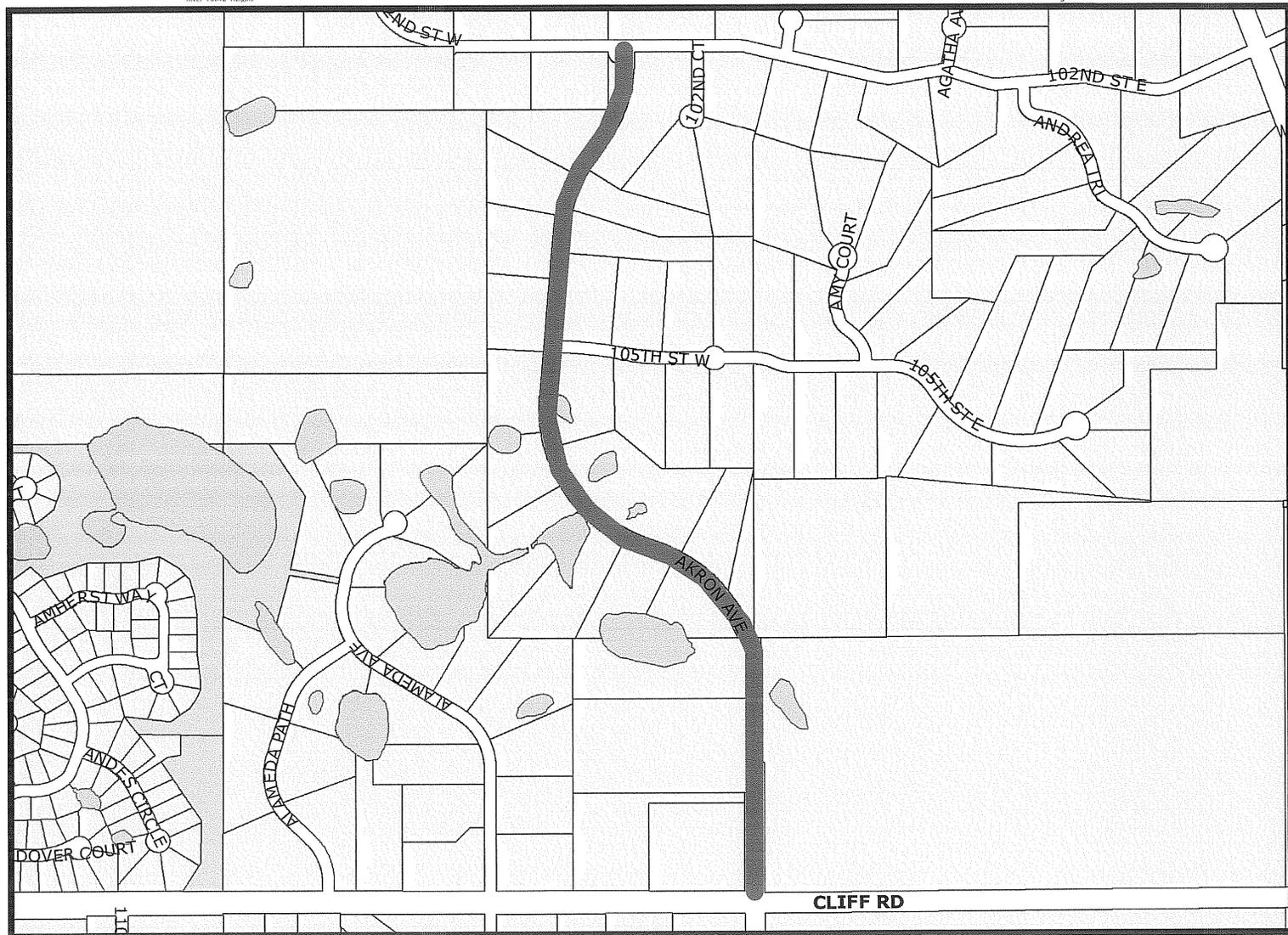
Repairs made as directed by Barry Underdahl.

Project cost including materials and labor: 18300.00

Marty Alger  
Minnesota Asphalt Maintenance



# CONVENTIONAL PATCHING





CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

**Accept Proposal for Storm Sewer Pipe Repair at Ann Marie Trail**

Meeting Date: September 14, 2009  
 Item Type: Consent  
 Contact: Thomas J. Kaldunski, 651.450.2572  
 Prepared by: Thomas J. Kaldunski, City Engineer  
 Reviewed by: N/A *TJK*

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

**PURPOSE/ACTION REQUESTED**

Accept proposal for storm sewer pipe repair at 8615 Ann Marie Trail.

**SUMMARY**

On August 10, 2009, the City received an inquiry about erosion repairs following the heavy rains in August. This resident has experienced a lot of erosion from the storm runoff from the street right-of-way for Ann Marie Trail. They indicated a willingness to provide an easement if the City could repair the erosion. Proposals were requested and received for storm sewer pipe repair. This storm sewer is being proposed to reduce the erosion that is occurring between the existing culvert outlet and the bottom of the slope. This erosion is affecting downstream areas. This storm outfall will extend from the existing culvert down through a ravine to the valley floor, about a 60-foot drop. The contractor will clear the trees and brush in the ravine. The site will be restored with topsoil and seeding.

Dahn Construction submitted a quote for the work in the amount of \$30,900. Arcon Construction submitted a quote for the work in the amount of \$32,990.

Engineering recommends accepting the proposal from Dahn Construction in the amount of \$30,900. This work will be funded from account no. 101-5200-443.40-47 (Repairs and Maintenance – Structures). Note that there may be some other minor items needed to grade the topsoil hauled onto the site by others. Engineering requests that an additional budget of \$5,000 be authorized to cover the grading and topsoiling.

TJK/kf  
 Attachment: Map  
 Proposal



Tom Kaldunski  
City of Inver Grove Heights  
8168 Barbara Avenue  
Inver Grove Heights, MN 55077-3412  
PH: (651) 450-2575 \* FAX: (651) 485-0996

September 8, 2009

RE: 8615 Ann Marie

Tom,

I visited the residence with Mike and Pete to view the required repairs and I have quantified what I think is required to fix the damage. Please review our proposed scope of work:

Mobilization		\$2,500.00
Remove and Reinstall Fence		\$2,000.00
Clear and Grub Trees		\$5,000.00
Rock for stabilizing new MH	30 TN @\$30.00/TN	\$900.00
F&I new 48" MH with casting	1 EA @ \$3,000.00/EA	\$3,000.00
F&I 10' of 36" casing		\$4,000.00
F&I 24" RCP and 24" surge basin		\$6,000.00
F&I Riprap with fabric	30 TN @ \$70.00/ TN	\$2,500.00
Salvage onsite soil for fill		\$3,000.00
F&I Seed and CAT 3 Blanket	1000 SY @2.00	\$2,000.00
<b>Dahn Construction Co. Total for Repair</b>		<b>\$30,900.00</b>

We have not included bond, permits, restoration beyond the seed and blankets, survey, import or export of soil, testing, access, bituminous repair, or erosion control.

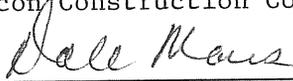
Thanks again and if you have any questions please call me at 651-480-1911. We would coordinate all our efforts with your field representative.

Sincerely,

  
 Jeffrey W. Fye  
 Senior Project Manager  
 cc: file

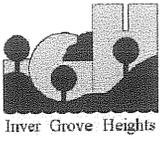
Item	Description	U/M	Quantity	Unit Price	Extension
01	MOBILIZATION	EACH	1.00	2,000.00	2,000.00
02	36"STEEL CASING	LF	10.00	210.00	2,100.00
03	48"STM.MH (14' BUILD)	EACH	1.00	2,635.00	2,635.00
04	24"CMP	LF	250.00	42.00	10,500.00
05	24"CMP FES	EACH	1.00	255.00	255.00
06	SALVAGE&REPLACE RIPRAP	CY	30.00	60.00	1,800.00
07	EXCAVATE BASIN	EACH	1.00	1,500.00	1,500.00
08	CLEAR&GRUB TREE (24")	EACH	12.00	600.00	7,200.00
09	CLEAN UP	LS	1.00	2,500.00	2,500.00
10	SEEDING & BLANKET(1000 SY	LS	1.00	2,500.00	2,500.00
<b>Total</b>					<b>32,990.00</b>
<b>Grand Total</b>					<b>32,990.00</b>

Submitted By - Arcom Construction Co., Inc.

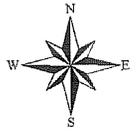
  


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 Dale Mans  
 Vice President



# CITY OF INVER GROVE HEIGHTS



CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

**Resolution Banning Parking on River Road adjacent to River Front Park**

Meeting Date: September 14, 2009  
 Item Type: Consent  
 Contact: Scott D. Thureen, 651-450-2571  
 Prepared by: Scott D. Thureen, Public Works Director  
 Reviewed by: *SDT*

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

**PURPOSE/ACTION REQUESTED**

Consider a resolution banning parking on River Road adjacent to River Front Park.

**SUMMARY**

The subject resolution is being advanced at the recommendation of the Parks and Recreation Advisory Commission. Fifteen stalls for off-street parking have been installed at the park. Posting the street segment for no parking will encourage use of the off-street parking and improve pedestrian safety for park users.

Public Works recommends that the attached resolution banning parking be approved by City Council.

SDT/kf  
 Attachment: Resolution  
 Map

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

**RESOLUTION RELATING TO PARKING RESTRICTIONS ON RIVER ROAD ADJACENT TO FRONT  
PARK IN THE CITY OF INVER GROVE HEIGHTS, MINNESOTA**

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

**WHEREAS**, this resolution was passed this 14<sup>th</sup> day of September 2009 by the City of Inver Grove Heights in Dakota County, Minnesota. The Municipal corporation shall hereinafter be called the "City", WITNESSETH:

**WHEREAS**, City Code 1300 does authorize "Regulatory and Warning Sign Placement" by the City Council; and

**WHEREAS**, Minnesota Statutes, Chapter 169, has been adopted by reference as part of said City Code.

**NOW, THEREFORE, BE IT RESOLVED** that the City of Inver Grove Heights shall ban the parking of motor vehicles on River Road, adjacent to River Front Park, at all times.

All such signs, upon placements, shall be in full force and effect under the laws of the State of Minnesota, Chapter 169, the Highway Traffic Regulation Act.

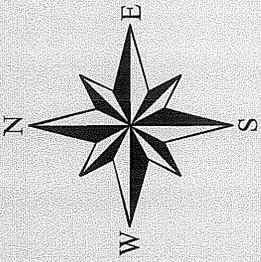
Adopted by the City Council of Inver Grove Heights, MN this 14<sup>th</sup> day of September 2009.

AYES:  
NAYS:

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

ATTEST:

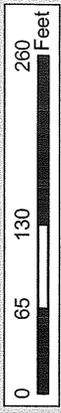
\_\_\_\_\_  
Melissa Rheaume, Deputy Clerk



Segment of street to be posted "No Parking"

# RIVER FRONT PARK

RIVER RD



CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

**Consider Approving Permit Application and Agreement with the Union Pacific Railroad for the Southern Sanitary Sewer Extension (East Segment) – City Project No. 2008-11**

Meeting Date: September 14, 2009  
Item Type: Consent  
Contact: Thomas J. Kaldunski, 651.450.2572  
Prepared by: Thomas J. Kaldunski, City Engineer  
Reviewed by: Scott D. Thureen, Public Works Director

TJK  
SM

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

**PURPOSE/ACTION REQUESTED**

Consider authorizing the execution of an agreement with the Union Pacific Railroad and authorizing the payment of the permit fees.

**SUMMARY**

The City has awarded a contract to Hennen Construction for the Southern Sanitary Sewer Improvement (East Segment) – City Project No. 2008-11. The contractor is preparing to cross the Union Pacific Railroad right-of-way to extend the sanitary sewer to the south. This sewer is to be constructed before the east T.H. 52 service drive can be completed between Inver Grove Trail and 117<sup>th</sup> Street.

The City needs to obtain a permit from the Union Pacific Railroad because they own land/right-of-way where the tracks used to cross T.H. 52. The City and railroad have been negotiating the permit. The permit has been approved by the Union Pacific Railroad (attached). The City needs to execute the permit agreement and pay a \$3,000 permit fee.

The permit will consist of the executed agreement, a certificate of insurance naming the Union Pacific Railroad as an additional insured, and a certificate of insurance (attached) and a railroad protective Liability Insurance policy (attached).

TJK/kf

Attachments: Permit Agreement  
Certificate of Insurance naming the U.P.R.R. as an additional insured  
Railroad Protective Liability Insurance Policy



August 12, 2009  
Folder: 02560-20

MR. SCOTT THUREEN  
CITY OF INVER GROVE HEIGHTS  
8150 BARBARA AVENUE  
INVER GROVE HEIGHTS MN 55077

Re: Proposed 8 Inch uncased sanitary sewer Pipeline Crossing of Railroad Property at Mile Post 517.58 on the Roseport Industrial Subdivision/Branch at or near Inver Grove, Dakota County, Minnesota

Dear Mr. Thureen:

Attached are duplicate originals of an agreement covering your use of the Railroad Company's right of way. Please execute the attached documents **IN DUPLICATE** and return.

- Payment in the amount of **Three Thousand Dollars (\$3,000.00)** is due and payable to Union Pacific Railroad Company upon your execution of the agreement. Please include your payment, **with Folder No. 02560-20 noted on that document.** If you require formal billing, you may consider this letter as a formal bill and that 94-6001323 is this Corporation's correct Federal Taxpayer Identification Number.
- You must provide a **Certificate of Insurance** which meets all requirements as outlined in Exhibit C of the agreement.
- In addition, a **Railroad Protective Liability Insurance (RPLI)** policy must be provided by the Licensee or its contractor prior to construction and which must be in effect for the entire installation period.

- **This agreement will not be accepted and processed by the Railroad Company until the initial payment and all Insurance Certificates or statements are received.**

If we have not received the executed documents within six months from the date of this letter, this proposed offer of an agreement is withdrawn and becomes null and void.

If you have any questions, please contact me at (402) 544-8553.

Sincerely,

A handwritten signature in cursive script that reads "Connie Alvis".

Connie Alvis  
Manager - Contracts

## PIPELINE CROSSING AGREEMENT

Mile Post: 517.58, Roseport Industrial Subdivision/Branch  
Location: Inver Grove, Dakota County, Minnesota

**THIS AGREEMENT** ("Agreement") is made and entered into as of August 12, 2009, ("Effective Date") by and between **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation, ("Licensor") and **CITY OF INVER GROVE HEIGHTS**, to be addressed at 8150 Barbara Avenue, Inver Grove Heights, Minnesota 55077 ("Licensee").

**IT IS MUTUALLY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:**

**Article 1.     LICENSOR GRANTS RIGHT.**

In consideration of the license fee to be paid by the Licensee and in further consideration of the covenants and agreements herein contained to be by the Licensee kept, observed and performed, the Licensor hereby grants to the Licensee the right to construct and thereafter, during the term hereof, to maintain and operate

one 8 inch uncased pipeline for transporting and conveying sanitary sewer only

across Licensor's track(s) and property (the "Pipeline") in the location shown and in conformity with the dimensions and specifications indicated on the print dated July 01, 2009 and marked **Exhibit A**, attached hereto and hereby made a part hereof. Under no circumstances shall Licensee modify the use of the Pipeline for a purpose other than transporting and conveying sanitary sewer, and the Pipeline shall not be used to convey any other substance, any fiber optic cable, or for any other use, whether such use is currently technologically possible, or whether such use may come into existence during the life of this Agreement.

**Article 2.     LICENSE FEE.**

Upon execution of this Agreement, the Licensee shall pay to the Licensor a one-time License Fee of **Three Thousand Dollars (\$3,000.00)**.

**Article 3.     CONSTRUCTION, MAINTENANCE AND OPERATION.**

The grant of right herein made to the Licensee is subject to each and all of the terms, provisions, conditions, limitations and covenants set forth herein and in **Exhibit B**, attached hereto and hereby made a part hereof.

**Article 4.     DEFINITION OF LICENSEE.**

For purposes of this Agreement, all references in this Agreement to the Licensee shall include the Licensee's contractors, subcontractors, officers, agents and employees, and others acting under its or their authority. If a contractor is hired by the Licensee for any work performed on the Pipeline (including

initial construction and subsequent relocation or maintenance and repair work), then the Licensee shall provide a copy of this Agreement to its contractor and require its contractor to comply with all the terms and provisions hereof relating to the work to be performed. Any contractor or subcontractor shall be deemed an agent of Licensee for the purpose of this Agreement, and Licensee shall require such contractor or subcontractor to release, defend and indemnify Licensor to the same extent and under the same terms and conditions as Licensee is required to release, defend and indemnify Licensor herein.

**Article 5.     INSURANCE.**

A. Before commencement of the term of this Agreement and prior to any Pipeline construction, the Licensee or Licensee's contractor shall obtain the required Railroad Protective Liability insurance, at its sole expense, as specified in Section E on **Exhibit C** attached hereto and hereby made a part hereof. The Licensee, at its sole expense, shall also provide to the Licensor the other insurance binders, certificates and endorsements described in **Exhibit C**, and also require that its contractor or subcontractor maintain the insurance coverages as set forth in **Exhibit C**, naming Licensor as and additional insured.

B. Not more frequently than once every two years, Licensor may reasonably modify the required insurance coverage to reflect then-current risk management practices in the railroad industry and underwriting practices in the insurance industry.

C. All insurance correspondence, binders, certificates and endorsements shall be directed to:

Union Pacific Railroad Company  
Real Estate Department – Folder No. 02560-20  
1400 Douglas Street STOP 1690  
Omaha, NE 68179-1690

D. Failure to provide evidence as required by this section shall entitle, but not require, Licensor to terminate this License immediately. Acceptance of a certificate that does not comply with this Article shall not operate as a waiver of Licensee's obligations hereunder.

E. If the Licensee is a public entity subject to any applicable statutory tort laws, the limits of insurance described in **Exhibit C** shall be the limits the Licensee then has in effect or which is required by applicable current or subsequent law, whichever is greater, a portion of which may be self-insured with the consent and approval of Licensor.

F. The fact that insurance (including without limitation, self-insurance) is obtained by Licensee or its contractor/subcontractor shall not be deemed to release or diminish the liability of Licensee including, without limitation, liability under the indemnity provisions of this License. Damages recoverable by Licensor shall not be limited by the amount of the required insurance coverage.

**Article 6.     TERM.**

This Agreement shall take effect as of the Effective Date first herein written and shall continue in full force and effect until terminated as herein provided.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed as of the date first herein written.

**UNION PACIFIC RAILROAD COMPANY**

**CITY OF INVER GROVE HEIGHTS**

By: \_\_\_\_\_  
                    Manager - Contracts

By: \_\_\_\_\_  
Name Printed: \_\_\_\_\_  
Title: \_\_\_\_\_

PLACE ARROW INDICATING NORTH DIRECTION RELATIVE TO CROSSING

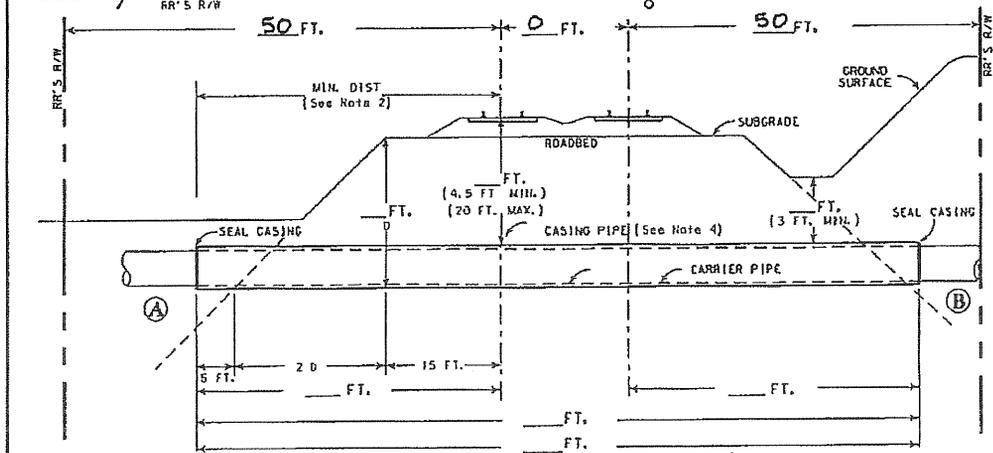
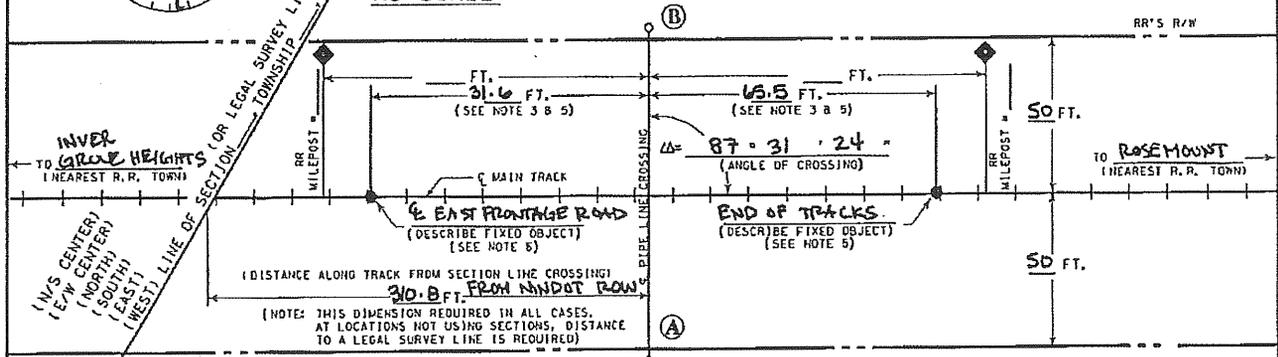


FORM DR-0404-B  
REV. 5-15-98  
www.uprr.com

# ENCASED NON-FLAMMABLE PIPELINE CROSSING

NOTE: ALL AVAILABLE DIMENSIONS MUST BE FILLED IN TO PROCESS THIS APPLICATION.

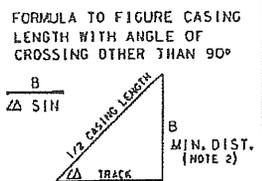
NO SCALE



MINIMUM THICKNESS	DIAMETER OF CASING PIPE	
.2500"	1/4"	12" OR LESS
.3125"	5/16"	OVER 12"-18"
.3750"	3/8"	OVER 18"-22"
.4375"	7/16"	OVER 22"-28"
.5000"	1/2"	OVER 28"-34"
.5625"	9/16"	OVER 34"-42"
.6250"	5/8"	OVER 42"-48"

OVER 48" MUST BE APPROVED BY R. R. CO.

NOTE: THIS CHART IS ONLY FOR SMOOTH STEEL CASING PIPES WITH MINIMUM YIELD STRENGTH OF 35,000 PSI.



- NOTES:
- ALL HORIZONTAL DISTANCES TO BE MEASURED AT RIGHT ANGLES FROM  $\epsilon$  OF TRACK.
  - CASING TO EXTEND BEYOND THE  $\epsilon$  OF TRACK AT RIGHT ANGLES THE GREATER OF  $20 \times 20$  FT., OR 30 FT., AND BEYOND LIMIT OF RAILROAD RIGHT-OF-WAY IF NECESSARY TO PROVIDE PROPER LENGTH OUTSIDE OF TRACK.
  - MINIMUM OF 50' FROM THE END OF ANY RAILROAD BRIDGE,  $\epsilon$  OF ANY CULVERT, OR FROM ANY SWITCHING AREA.
  - SIGNAL REPRESENTATIVE MUST BE PRESENT DURING INSTALLATION IF RAILROAD SIGNALS ARE IN THE VICINITY OF CROSSING.
  - ALLOWABLE FIXED OBJECTS INCLUDE BACKWALLS OF BRIDGES;  $\epsilon$  OF ROAD CROSSINGS OR OVERHEAD VIADUCTS (GIVE ROAD NAME), OR CULVERTS.
  - CASING AND CARRIER PIPE MUST BE PLACED A MINIMUM OF 2 FEET BELOW THE EXISTING FIBER OPTIC CABLE. ANY EXCAVATION REQUIRED WITHIN 5 FEET OF THE EXISTING FIBER OPTIC CABLE MUST BE HAND DUG.

A) IS PIPELINE CROSSING WITHIN DEDICATED STREET?  YES;  NO;

B) IF YES, NAME OF STREET EAST FRONTAGE ROAD

C) DISTRIBUTION LINE  OR TRANSMISSION LINE \_\_\_\_\_

C) CARRIER PIPE:  
COMMODITY TO BE CONVEYED SANITARY SEWER  
OPERATING PRESSURE N/A PSI HEAVY SEWER FLOW  
WALL THICKNESS 2.19"; DIAMETER 8"; MATERIAL PVC;

E) CASING PIPE:  
WALL THICKNESS N/A; DIAMETER N/A; MATERIAL N/A;  
NOTE: CASING MUST HAVE 2" CLEARANCE BETWEEN GREATEST OUTSIDE DIAMETER OF CARRIER PIPE AND INTERIOR DIAMETER OF CASING PIPE. WHEN FURNISHING DIMENSIONS, GIVE OUTSIDE OF CARRIER PIPE AND INSIDE OF CASING PIPE.

F) METHOD OF INSTALLING CASING PIPE UNDER TRACK(S):  
DRY BORE AND JACK (WET BORE NOT PERMITTED);  
\_\_\_\_ TUNNEL; OTHER N/A

G) WILL CONSTRUCTION BE BY AN OUTSIDE CONTRACTOR?  YES;  NO;

H) DISTANCE FROM CENTER LINE OF TRACK TO NEAR FACE OF BORING AND JACKING PITS WHEN MEASURED AT RIGHT ANGLES TO TRACK N/A (30' MIN.)

I) APPLICANT HAS CONTACTED 1-800-336-9193, U. P. COMMUNICATION DEPARTMENT, AND HAS DETERMINED FIBER OPTIC CABLE DOES;  DOES NOT; EXIST IN VICINITY OF WORK TO BE PERFORMED. TICKET NO. 20090622020

**EXHIBIT "A"**  
(FOR RAILROAD USE ONLY)

UNION PACIFIC RAILROAD CO.  
Roseport Ind. Lead

M. P. 517.58 E. S. 37440

ENCASED San. Sewer CROSSING AT  
Inver Grove Heights Dakota MN

City of Inver Grove Heights

RR FILE NO. 2560-20 DATE 7-1-09

**WARNING**

IN ALL OCCASIONS, U. P. COMMUNICATIONS DEPARTMENT MUST BE CONTACTED IN ADVANCE OF ANY WORK TO DETERMINE EXISTENCE AND LOCATION OF FIBER OPTIC CABLE.  
PHONE : 1-800-336-9193

## EXHIBIT B

### **Section 1. LIMITATION AND SUBORDINATION OF RIGHTS GRANTED.**

- A. The foregoing grant of right is subject and subordinate to the prior and continuing right and obligation of the Licensor to use and maintain its entire property including the right and power of the Licensor to construct, maintain, repair, renew, use, operate, change, modify or relocate railroad tracks, signal, communication, fiber optics, or other wirelines, pipelines and other facilities upon, along or across any or all parts of its property, all or any of which may be freely done at any time or times by the Licensor without liability to the Licensee or to any other party for compensation or damages.
- B. The foregoing grant is also subject to all outstanding superior rights (including those in favor of licensees and lessees of the Licensor's property, and others) and the right of the Licensor to renew and extend the same, and is made without covenant of title or for quiet enjoyment.

### **Section 2. CONSTRUCTION, MAINTENANCE AND OPERATION.**

- A. The Pipeline shall be designed, constructed, operated, maintained, repaired, renewed, modified and/or reconstructed by the Licensee in strict conformity with (i) Licensor's current standards and specifications ("UP Specifications"), except for variances approved in advance in writing by the Licensor's Assistant Vice President Engineering – Design, or his authorized representative; (ii) such other additional safety standards as the Licensor, in its sole discretion, elects to require, including, without limitation, American Railway Engineering and Maintenance-of-Way Association ("AREMA") standards and guidelines (collectively, "UP Additional Requirements"), and (iii) all applicable laws, rules and regulations ("Laws"). If there is any conflict between the requirements of any Law and the UP Specifications or the UP Additional Requirements, the most restrictive will apply.
- B. All work performed on property of the Licensor in connection with the design, construction, maintenance, repair, renewal, modification or reconstruction of the Pipeline shall be done to the satisfaction of the Licensor.
- C. Prior to the commencement of any work in connection with the design, construction, maintenance, repair, renewal, modification, relocation, reconstruction or removal of the Pipeline where it passes underneath the roadbed and track or tracks of the Licensor, the Licensee shall submit to the Licensor plans setting out the method and manner of handling the work, including the shoring and cribbing, if any, required to protect the Licensor's operations, and shall not proceed with the work until such plans have been approved by the Licensor's Assistant Vice President Engineering Design, or his authorized representative, and then the work shall be done to the satisfaction of the Licensor's Assistant Vice President Engineering Design or his authorized representative. The Licensor shall have the right, if it so elects, to provide such support as it may deem necessary for the safety of its track or tracks during the time of construction, maintenance, repair, renewal, modification, relocation, reconstruction or removal of the Pipeline, and, in the event the Licensor provides such support, the Licensee shall pay to the Licensor, within fifteen (15) days after bills shall have been rendered therefore, all expenses incurred by the Licensor in connection therewith, which expenses shall include all assignable costs.

- D. The Licensee shall keep and maintain the soil over the Pipeline thoroughly compacted and the grade even with the adjacent surface of the ground.
- E. In the prosecution of any work covered by this Agreement, Licensee shall secure any and all necessary permits and shall comply with all applicable federal, state and local laws, regulations and enactments affecting the work including, without limitation, all applicable Federal Railroad Administration regulations.

**Section 3. NOTICE OF COMMENCEMENT OF WORK / LICENSOR REPRESENTATIVE / SUPERVISION / FLAGGING / SAFETY.**

- A. If an emergency should arise requiring immediate attention, the Licensee shall provide as much notice as practicable to Licensor before commencing any work. In all other situations, the Licensee shall notify the Licensor at least ten (10) days (or such other time as the Licensor may allow) in advance of the commencement of any work upon property of the Licensor in connection with the construction, maintenance, repair, renewal, modification, reconstruction, relocation or removal of the Pipeline. All such work shall be prosecuted diligently to completion. The Licensee will coordinate its initial, and any subsequent work with the following employee of Licensor or his or her duly authorized representative (hereinafter "Licensor Representative" or "Railroad Representative"):

Daniel Kodesh  
Manager Track  
UPRR CO Track Manager  
206 Eaton Street  
St. Paul, MN 55107  
Phone: 651.552.3943  
Fax: 402.501.2763

- B. Licensee, at its own expense, shall adequately police and supervise all work to be performed. The responsibility of Licensee for safe conduct and adequate policing and supervision of work shall not be lessened or otherwise affected by Licensor's approval of plans and specifications involving the work, or by Licensor's collaboration in performance of any work, or by the presence at the work site of a Licensor Representative, or by compliance by Licensee with any requests or recommendations made by the Licensor Representative.
- C. At the request of Licensor, Licensee shall remove from Licensor's property any employee who fails to conform to the instructions of the Licensor Representative in connection with the work on Licensor's property. Licensee shall indemnify Licensor against any claims arising from the removal of any such employee from Licensor's property.
- D. Licensee shall notify the Licensor Representative at least ten (10) working days in advance of proposed performance of any work in which any person or equipment will be within twenty-five (25) feet of any track, or will be near enough to any track that any equipment extension (such as, but not limited to, a crane boom) will reach to within twenty-five (25) feet of any track. No work of any kind shall be performed, and no person, equipment, machinery, tool(s), material(s), vehicle(s), or thing(s) shall be located, operated, placed, or stored within twenty-five (25) feet of any of Licensor's track(s) at any time, for any reason, unless and until a railroad flagman is provided to watch for trains. Upon receipt of such ten (10) day notice, the Licensor Representative will determine and inform Licensor whether a flagman need be present and whether any special protective or safety measures need to be implemented. If flagging or other

special protective or safety measures are performed by Licensor, Licensor will bill Licensee for such expenses incurred by Licensor, unless Licensor and a federal, state or local governmental entity have agreed that Licensor is to bill such expenses to the federal, state or local governmental entity. If Licensor will be sending the bills to Licensee, Licensee shall pay such bills within thirty (30) days of receipt of billing. If Licensor performs any flagging, or other special protective or safety measures are performed by Licensor, Licensee agrees that Licensee is not relieved of any of responsibilities or liabilities set forth in this Agreement.

- E. The rate of pay per hour for each flagman will be the prevailing hourly rate in effect for an eight-hour day for the class of flagmen used during regularly assigned hours and overtime in accordance with Labor Agreements and Schedules in effect at the time the work is performed. In addition to the cost of such labor, a composite charge for vacation, holiday, health and welfare, supplemental sickness, Railroad Retirement and unemployment compensation, supplemental pension, Employees Liability and Property Damage and Administration will be included, computed on actual payroll. The composite charge will be the prevailing composite charge in effect at the time the work is performed. One and one-half times the current hourly rate is paid for overtime, Saturdays and Sundays, and two and one-half times current hourly rate for holidays. Wage rates are subject to change, at any time, by law or by agreement between Licensor and its employees, and may be retroactive as a result of negotiations or a ruling of an authorized governmental agency. Additional charges on labor are also subject to change. If the wage rate or additional charges are changed, Licensee (or the governmental entity, as applicable) shall pay on the basis of the new rates and charges.
- F. Reimbursement to Licensor will be required covering the full eight-hour day during which any flagman is furnished, unless the flagman can be assigned to other railroad work during a portion of such day, in which event reimbursement will not be required for the portion of the day during which the flagman is engaged in other railroad work. Reimbursement will also be required for any day not actually worked by the flagman following the flagman's assignment to work on the project for which Licensor is required to pay the flagman and which could not reasonably be avoided by Licensor by assignment of such flagman to other work, even though Licensee may not be working during such time. When it becomes necessary for Licensor to bulletin and assign an employee to a flagging position in compliance with union collective bargaining agreements, Licensee must provide Licensor a minimum of five (5) days notice prior to the cessation of the need for a flagman. If five (5) days notice of cessation is not given, Licensee will still be required to pay flagging charges for the five (5) day notice period required by union agreement to be given to the employee, even though flagging is not required for that period. An additional ten (10) days notice must then be given to Licensor if flagging services are needed again after such five day cessation notice has been given to Licensor.
- G. Safety of personnel, property, rail operations and the public is of paramount importance in the prosecution of the work performed by Licensee or its contractor. Licensee shall be responsible for initiating, maintaining and supervising all safety, operations and programs in connection with the work. Licensee and its contractor shall at a minimum comply with Licensor's safety standards listed in **Exhibit D**, hereto attached, to ensure uniformity with the safety standards followed by Licensor's own forces. As a part of Licensee's safety responsibilities, Licensee shall notify Licensor if it determines that any of Licensor's safety standards are contrary to good safety practices. Licensee and its contractor shall furnish copies of **Exhibit D** to each of its employees before they enter the job site.

- H. Without limitation of the provisions of paragraph G above, Licensee shall keep the job site free from safety and health hazards and ensure that their employees are competent and adequately trained in all safety and health aspects of the job.
- I. Licensee shall have proper first aid supplies available on the job site so that prompt first aid services may be provided to any person injured on the job site. Prompt notification shall be given to Licensor of any U.S. Occupational Safety and Health Administration reportable injuries. Licensee shall have a non-delegable duty to control its employees while they are on the job site or any other property of Licensor, and to be certain they do not use, be under the influence of, or have in their possession any alcoholic beverage, drug or other substance that may inhibit the safe performance of any work.
- J. If and when requested by Licensor, Licensee shall deliver to Licensor a copy of its safety plan for conducting the work (the "Safety Plan"). Licensor shall have the right, but not the obligation, to require Licensee to correct any deficiencies in the Safety Plan. The terms of this Agreement shall control if there are any inconsistencies between this Agreement and the Safety Plan.

**Section 4. LICENSEE TO BEAR ENTIRE EXPENSE.**

The Licensee shall bear the entire cost and expense incurred in connection with the design, construction, maintenance, repair and renewal and any and all modification, revision, relocation, removal or reconstruction of the Pipeline, including any and all expense which may be incurred by the Licensor in connection therewith for supervision, inspection, flagging, or otherwise.

**Section 5. REINFORCEMENT, RELOCATION OR REMOVAL OF PIPELINE.**

- A. The license herein granted is subject to the needs and requirements of the Licensor in the safe and efficient operation of its railroad and in the improvement and use of its property. The Licensee shall, at the sole expense of the Licensee, reinforce or otherwise modify the Pipeline, or move all or any portion of the Pipeline to such new location, or remove the Pipeline from the Licensor's property, as the Licensor may designate, whenever, in the furtherance of its needs and requirements, the Licensor, at its sole election, finds such action necessary or desirable.
- B. All the terms, conditions and stipulations herein expressed with reference to the Pipeline on property of the Licensor in the location hereinbefore described shall, so far as the Pipeline remains on the property, apply to the Pipeline as modified, changed or relocated within the contemplation of this section.

**Section 6. NO INTERFERENCE WITH LICENSOR'S OPERATION.**

- A. The Pipeline and all parts thereof within and outside of the limits of the property of the Licensor shall be designed, constructed and, at all times, maintained, repaired, renewed and operated in such manner as to cause no interference whatsoever with the constant, continuous and uninterrupted use of the tracks, property and facilities of the Licensor and nothing shall be done or suffered to be done by the Licensee at any time that would in any manner impair the safety thereof.
- B. Explosives or other highly flammable substances shall not be stored on Licensor's property without the prior written approval of Licensor.

- C. No additional vehicular crossings (including temporary haul roads) or pedestrian crossings over Licensor's trackage shall be installed or used by Licensor or its contractors without the prior written permission of Licensor.
- D. When not in use, any machinery and materials of Licensor or its contractors shall be kept at least fifty (50) feet from the centerline of Licensor's nearest track.
- E. Operations of Licensor and work performed by Licensor's personnel may cause delays in the work to be performed by Licensee. Licensee accepts this risk and agrees that Licensor shall have no liability to Licensee or any other person or entity for any such delays. Licensee shall coordinate its activities with those of Licensor and third parties so as to avoid interference with railroad operations. The safe operation of Licensor's train movements and other activities by Licensor take precedence over any work to be performed by Licensee.

**Section 7. PROTECTION OF FIBER OPTIC CABLE SYSTEMS.**

- A. Fiber optic cable systems may be buried on the Licensor's property. Protection of the fiber optic cable systems is of extreme importance since any break could disrupt service to users resulting in business interruption and loss of revenue and profits. Licensee shall telephone the Licensor during normal business hours (7:00 a.m. to 9:00 p.m. Central Time, Monday through Friday, except for holidays) at 1-800-336-9193 (also a 24-hour, 7-day number for emergency calls) to determine if fiber optic cable is buried anywhere on the Licensor's premises to be used by the Licensee. If it is, Licensee will telephone the telecommunications company(ies) involved, arrange for a cable locator, make arrangements for relocation or other protection of the fiber optic cable, all at Licensee's expense, and will commence no work on the Licensor's property until all such protection or relocation has been accomplished. Licensee shall indemnify and hold the Licensor harmless from and against all costs, liability and expense whatsoever (including, without limitation, attorneys' fees, court costs and expenses) arising out of or caused in any way by Licensee's failure to comply with the provisions of this paragraph.
- B. **IN ADDITION TO OTHER INDEMNITY PROVISIONS IN THIS AGREEMENT, THE LICENSEE SHALL, AND SHALL CAUSE ITS CONTRACTOR TO, RELEASE, INDEMNIFY, DEFEND AND HOLD THE LICENSOR HARMLESS FROM AND AGAINST ALL COSTS, LIABILITY AND EXPENSE WHATSOEVER (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES, COURT COSTS AND EXPENSES) CAUSED BY THE NEGLIGENCE OF THE LICENSEE, ITS CONTRACTOR, AGENTS AND/OR EMPLOYEES, RESULTING IN (1) ANY DAMAGE TO OR DESTRUCTION OF ANY TELECOMMUNICATIONS SYSTEM ON LICENSOR'S PROPERTY, AND/OR (2) ANY INJURY TO OR DEATH OF ANY PERSON EMPLOYED BY OR ON BEHALF OF ANY TELECOMMUNICATIONS COMPANY, AND/OR ITS CONTRACTOR, AGENTS AND/OR EMPLOYEES, ON LICENSOR'S PROPERTY, EXCEPT IF SUCH COSTS, LIABILITY OR EXPENSES ARE CAUSED SOLELY BY THE DIRECT ACTIVE NEGLIGENCE OF THE LICENSOR. LICENSEE FURTHER AGREES THAT IT SHALL NOT HAVE OR SEEK RECOURSE AGAINST LICENSOR FOR ANY CLAIM OR CAUSE OF ACTION FOR ALLEGED LOSS OF PROFITS OR REVENUE OR LOSS OF SERVICE OR OTHER CONSEQUENTIAL DAMAGE TO A TELECOMMUNICATION COMPANY USING LICENSOR'S PROPERTY OR A CUSTOMER OR USER OF SERVICES OF THE FIBER OPTIC CABLE ON LICENSOR'S PROPERTY.**

**Section 8. CLAIMS AND LIENS FOR LABOR AND MATERIAL; TAXES.**

- A. The Licensee shall fully pay for all materials joined or affixed to and labor performed upon property of the Licensor in connection with the construction, maintenance, repair, renewal, modification or reconstruction of the Pipeline, and shall not permit or suffer any mechanic's or materialman's lien of any kind or nature to be enforced against the property for any work done or materials furnished thereon at the instance or request or on behalf of the Licensee. The Licensee shall indemnify and hold harmless the Licensor against and from any and all liens, claims, demands, costs and expenses of whatsoever nature in any way connected with or growing out of such work done, labor performed, or materials furnished.
- B. The Licensee shall promptly pay or discharge all taxes, charges and assessments levied upon, in respect to, or on account of the Pipeline, to prevent the same from becoming a charge or lien upon property of the Licensor, and so that the taxes, charges and assessments levied upon or in respect to such property shall not be increased because of the location, construction or maintenance of the Pipeline or any improvement, appliance or fixture connected therewith placed upon such property, or on account of the Licensee's interest therein. Where such tax, charge or assessment may not be separately made or assessed to the Licensee but shall be included in the assessment of the property of the Licensor, then the Licensee shall pay to the Licensor an equitable proportion of such taxes determined by the value of the Licensee's property upon property of the Licensor as compared with the entire value of such property.

**Section 9. RESTORATION OF LICENSOR'S PROPERTY.**

In the event the Licensor authorizes the Licensee in any manner moves or disturbs any of the property of the Licensor in connection with the construction, maintenance, repair, renewal, modification, reconstruction, relocation or removal of the Pipeline, then in that event the Licensee shall, as soon as possible and at Licensee's sole expense, restore such property to the same condition as the same were before such property was moved or disturbed, and the Licensee shall indemnify and hold harmless the Licensor, its officers, agents and employees, against and from any and all liability, loss, damages, claims, demands, costs and expenses of whatsoever nature, including court costs and attorneys' fees, which may result from injury to or death of persons whomsoever, or damage to or loss or destruction of property whatsoever, when such injury, death, damage, loss or destruction grows out of or arises from the moving or disturbance of any other property of the Licensor.

**Section 10. INDEMNITY.**

- A. As used in this Section, "Licensor" includes other railroad companies using the Licensor's property at or near the location of the Licensee's installation and their officers, agents, and employees; "Loss" includes loss, damage, claims, demands, actions, causes of action, penalties, costs, and expenses of whatsoever nature, including court costs and attorneys' fees, which may result from: (a) injury to or death of persons whomsoever (including the Licensor's officers, agents, and employees, the Licensee's officers, agents, and employees, as well as any other person); and/or (b) damage to or loss or destruction of property whatsoever (including Licensee's property, damage to the roadbed, tracks, equipment, or other property of the Licensor, or property in its care or custody).
- B. AS A MAJOR INDUCEMENT AND IN CONSIDERATION OF THE LICENSE AND PERMISSION HEREIN GRANTED, TO THE FULLEST EXTENT PERMITTED BY LAW, THE LICENSEE SHALL, AND SHALL CAUSE ITS CONTRACTOR TO,

**RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS THE LICENSOR FROM ANY LOSS WHICH IS DUE TO OR ARISES FROM:**

- 1. THE PROSECUTION OF ANY WORK CONTEMPLATED BY THIS AGREEMENT INCLUDING THE INSTALLATION, CONSTRUCTION, MAINTENANCE, REPAIR, RENEWAL, MODIFICATION, RECONSTRUCTION, RELOCATION, OR REMOVAL OF THE PIPELINE OR ANY PART THEREOF;**
- 2. ANY RIGHTS OR INTERESTS GRANTED PURSUANT TO THIS LICENSE;**
- 3. THE PRESENCE, OPERATION, OR USE OF THE PIPELINE OR CONTENTS ESCAPING THEREFROM;**
- 4. THE ENVIRONMENTAL STATUS OF THE PROPERTY CAUSED BY OR CONTRIBUTED TO BY LICENSEE;**
- 5. ANY ACT OR OMISSION OF LICENSEE OR LICENSEE'S OFFICERS, AGENTS, INVITEES, EMPLOYEES, OR CONTRACTORS OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY ANY OF THEM, OR ANYONE THEY CONTROL OR EXERCISE CONTROL OVER; OR**
- 6. LICENSEE'S BREACH OF THIS AGREEMENT,**

**EXCEPT WHERE THE LOSS IS CAUSED BY THE SOLE DIRECT NEGLIGENCE OF THE LICENSOR, AS DETERMINED IN A FINAL JUDGMENT BY A COURT OF COMPETENT JURISDICTION, IT BEING THE INTENTION OF THE PARTIES THAT THE ABOVE INDEMNITY WILL OTHERWISE APPLY TO LOSSES CAUSED BY OR ARISING FROM, IN WHOLE OR IN PART, LICENSOR'S NEGLIGENCE.**

- C. Upon written notice from Licensor, Licensee agrees to assume the defense of any lawsuit of proceeding brought against any indemnitee by any entity, relating to any matter covered by this License for which Licensee has an obligation to assume liability for and/or save and hold harmless any indemnitee. Licensee shall pay all costs incident to such defense, including, but not limited to, reasonable attorney's fees, investigators' fees, litigation and appeal expenses, settlement payments and amounts paid in satisfaction of judgments.

**Section 11. REMOVAL OF PIPELINE UPON TERMINATION OF AGREEMENT.**

Prior to the termination of this Agreement howsoever, the Licensee shall, at Licensee's sole expense, remove the Pipeline from those portions of the property not occupied by the roadbed and track or tracks of the Licensor and shall restore, to the satisfaction of the Licensor, such portions of such property to as good a condition as they were in at the time of the construction of the Pipeline. If the Licensee fails to do the foregoing, the Licensor may, but is not obligated, to perform such work of removal and restoration at the cost and expense of the Licensee. In the event of the removal by the Licensor of the property of the Licensee and of the restoration of the roadbed and property as herein provided, the Licensor shall in no manner be liable to the Licensee for any damage sustained by the Licensee for or on account thereof, and such removal and restoration shall in no manner prejudice or impair any right of action for damages, or otherwise, that the Licensor may have against the Licensee.

**Section 12. WAIVER OF BREACH.**

The waiver by the Licensor of the breach of any condition, covenant or agreement herein contained to be kept, observed and performed by the Licensee shall in no way impair the right of the Licensor to avail itself of any remedy for any subsequent breach thereof.

**Section 13. TERMINATION.**

- A. If the Licensee does not use the right herein granted or the Pipeline for one (1) year, or if the Licensee continues in default in the performance of any covenant or agreement herein contained for a period of thirty (30) days after written notice from the Licensor to the Licensee specifying such default, the Licensor may, at its option, forthwith immediately terminate this Agreement by written notice.
- B. In addition to the provisions of subparagraph (a) above, this Agreement may be terminated by written notice given by either party hereto to the other on any date in such notice stated, not less, however, than thirty (30) days subsequent to the date upon which such notice shall be given.
- C. Notice of default and notice of termination may be served personally upon the Licensee or by mailing to the last known address of the Licensee. Termination of this Agreement for any reason shall not affect any of the rights or obligations of the parties hereto which may have accrued, or liabilities, accrued or otherwise, which may have arisen prior thereto.

**Section 14. AGREEMENT NOT TO BE ASSIGNED.**

The Licensee shall not assign this Agreement, in whole or in part, or any rights herein granted, without the written consent of the Licensor, and it is agreed that any transfer or assignment or attempted transfer or assignment of this Agreement or any of the rights herein granted, whether voluntary, by operation of law, or otherwise, without such consent in writing, shall be absolutely void and, at the option of the Licensor, shall terminate this Agreement.

**Section 15. SUCCESSORS AND ASSIGNS.**

Subject to the provisions of Section 14 hereof, this Agreement shall be binding upon and inure to the benefit of the parties hereto, their heirs, executors, administrators, successors and assigns.

**EXHIBIT C**

**Union Pacific Railroad Company  
Insurance Exhibit**

**PART 1: GENERAL INSTRUCTIONS AND REQUIREMENTS:**

Prior to execution of this License, Licensee shall furnish Railroad with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with all insurance required by this License.

All certificates of insurance and correspondence shall be addressed and sent to:

Union Pacific Railroad Company  
Real Estate Department – Folder No.: 02560-20  
1400 Douglas St., STOP 1690  
Omaha, NE 68179-1690

All insurance policies must be written by a reputable insurance company acceptable to Railroad or with a current Best's Insurance Guide Rating of A- and Class VII or better, and authorized to do business in the state(s) in which the work is to be performed.

All policies required by this License shall provide coverage for punitive damages unless (a) insurance coverage may not lawfully be obtained for any punitive damages that may arise under this License, or (d) all punitive damages are prohibited by all states in which this License will be performed.

The fact that insurance is obtained by Licensee will not be deemed to release or diminish the liability of Licensee, including, without limitation, liability under the indemnity provisions of this License. Damages recoverable by Railroad from Licensee or any third party will not be limited by the amount of the required insurance coverage.

**PART 2: SPECIFIC INSURANCE LIMITS AND REQUIREMENTS**

Licensee shall, at its sole cost and expense, procure and maintain during the life of this License (except as otherwise provided in this License) the following insurance coverage:

**A. Commercial General Liability Insurance** written on ISO Occurrence form CG 00 01 12 04 (or a substitute form providing equivalent coverage) with limits of not less than:

- \$2,000,000 Each Occurrence
- \$4,000,000 Aggregate

This policy must also contain the following endorsements (which must be stated on the certificate of insurance):

- **Additional Insured Endorsement** ISO Form CG 20 26 (or a substitute form providing equivalent coverage).

The coverage provided to Railroad as additional insured shall, to the extent provided under ISO Additional Insured Endorsement Form CG 20 26, provide coverage for Railroad's negligence

whether sole or partial, active or passive, and shall not be limited by Licensee's liability under the indemnity provisions of this License.

- **Contractual Liability - Railroads** ISO Form 24 17 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Railroad Company Property" covered by this License as the "Designated Job Site".

**B. Business Automobile Liability Insurance** written on ISO Form CA 00 01 10 01 (or a substitute form providing equivalent coverage) with a limit of:

- \$2,000,000 each accident.

This policy must contain the following endorsements (which must be stated on the Certificate of Insurance):

- **Designated Insured** ISO Form CA 20 48 02 99 (or a substitute form providing equivalent coverage).
- **Coverage for Certain Operations in Connection with Railroads** ISO Form CA 20 70 10 01 showing "Union Pacific Railroad Property" covered by this License as the "Designated Job Site".
- **Motor Carriers Act Endorsement** OMB Form MCS-90 (if required by law).

**C. Workers Compensation Insurance.** Coverage must include but not be limited to:

- Licensee's statutory liability under the workers' compensation laws of the state(s) affected by this License. Employers' Liability (Part B) with limits of at least \$500,000 each accident, \$500,000 disease policy limit \$500,000 each employee.
- If Licensee is self-insured, evidence of state approval and excess workers compensation coverage must be provided.
- Licensee shall waive all rights of recovery, and its insurers also waive all rights of subrogation of damages against Railroad and its agents, officers, directors and employees for damages covered by the workers compensation and employers liability obtained by Licensee required in this License. **This waiver must be stated on the certificate of insurance.**

**D. Umbrella or excess liability Insurance.** If Licensee utilizes umbrella or excess policies to meet limit requirements, these policies must "follow form" and afford no less coverage than the primary policy. If utilized, Licensee shall waive all rights of recovery, and its insurers also waive all rights of subrogation of damages against Railroad and its agents, officers, directors and employees for damages covered by Umbrella or Excess Liability obtained by Licensee required in this License. **This waiver must be stated on the certificate of insurance.**

**E. Railroad Protective Liability Insurance.** At all times during construction, installation, repair or removal of a pipeline or wire line Licensee or its Contractor must obtain and maintain Railroad Protective Liability insurance written on ISO occurrence form CG 00 35 12 04 (or a substitute form providing equivalent coverage) on behalf of Railroad as named insured, with a limit of not less than \$2,000,000 per occurrence and an aggregate of \$6,000,000. **A binder stating the policy is in place must be submitted to Railroad before the work may be commenced and until the original policy is forwarded to Railroad.**

**EXHIBIT D**

**MINIMUM SAFETY REQUIREMENTS**

The term "employees" as used herein refer to all employees of Licensee or its contractors, subcontractors, or agents, as well as any subcontractor or agent of any Contractor.

**I. Clothing**

- A. All employees will be suitably dressed to perform their duties safely and in a manner that will not interfere with their vision, hearing, or free use of their hands or feet.

Specifically, employees must wear:

- (i) Waist-length shirts with sleeves.
  - (ii) Trousers that cover the entire leg. If flare-legged trousers are worn, the trouser bottoms must be tied to prevent catching.
  - (iii) Footwear that covers their ankles and has a defined heel. Employees working on bridges are required to wear safety-toed footwear that conforms to the American National Standards Institute (ANSI) and FRA footwear requirements.
- B. Employees shall not wear boots (other than work boots), sandals, canvas-type shoes, or other shoes that have thin soles or heels that are higher than normal.
- C. Employees must not wear loose or ragged clothing, neckties, finger rings, or other loose jewelry while operating or working on machinery.

**II. Personal Protective Equipment**

Employees shall wear personal protective equipment as specified by Railroad rules, regulations, or recommended or requested by the Railroad Representative.

- (i) Hard hat that meets the American National Standard (ANSI) Z89.1 – latest revision. Hard hats should be affixed with Contractor's company logo or name.
- (ii) Eye protection that meets American National Standard (ANSI) for occupational and educational eye and face protection, Z87.1 – latest revision. Additional eye protection must be provided to meet specific job situations such as welding, grinding, etc.
- (iii) Hearing protection, which affords enough attenuation to give protection from noise levels that will be occurring on the job site. Hearing protection, in the form of plugs or muffs, must be worn when employees are within:
  - 100 feet of a locomotive or roadway/work equipment
  - 15 feet of power operated tools
  - 150 feet of jet blowers or pile drivers

- 150 feet of retarders in use (when within 10 feet, employees must wear dual ear protection – plugs and muffs)
- (iv) Other types of personal protective equipment, such as respirators, fall protection equipment, and face shields, must be worn as recommended or requested by the Railroad Representative.

### **III. On Track Safety**

Contractor is responsible for compliance with the Federal Railroad Administration's Roadway Worker Protection regulations – 49CFR214, Subpart C and Railroad's On-Track Safety rules. Under 49CFR214, Subpart C, railroad contractors are responsible for the training of their employees on such regulations. In addition to the instructions contained in Roadway Worker Protection regulations, all employees must:

- (i) Maintain a minimum distance of at least twenty-five (25) feet to any track unless the Railroad Representative is present to authorize movements.
- (ii) Wear an orange, reflectorized work wear approved by the Railroad Representative.
- (iii) Participate in a job briefing that will specify the type of On-Track Safety for the type of work being performed. Contractor must take special note of limits of track authority, which tracks may or may not be fouled, and clearing the track. Contractor will also receive special instructions relating to the work zone around machines and minimum distances between machines while working or traveling.

### **IV. Equipment**

- A. It is the responsibility of Contractor to ensure that all equipment is in a safe condition to operate. If, in the opinion of the Railroad Representative, any of Contractor's equipment is unsafe for use, Contractor shall remove such equipment from Railroad's property. In addition, Contractor must ensure that the operators of all equipment are properly trained and competent in the safe operation of the equipment. In addition, operators must be:
  - Familiar and comply with Railroad's rules on lockout/tagout of equipment.
  - Trained in and comply with the applicable operating rules if operating any hy-rail equipment on-track.
  - Trained in and comply with the applicable air brake rules if operating any equipment that moves rail cars or any other rail bound equipment.
- B. All self-propelled equipment must be equipped with a first-aid kit, fire extinguisher, and audible back-up warning device.
- C. Unless otherwise authorized by the Railroad Representative, all equipment must be parked a minimum of twenty-five (25) feet from any track. Before leaving any equipment unattended, the operator must stop the engine and properly secure the equipment against movement.
- D. Cranes must be equipped with three orange cones that will be used to mark the working area of the crane and the minimum clearances to overhead powerlines.

## V. General Safety Requirements

- A. Contractor shall ensure that all waste is properly disposed of in accordance with applicable federal and state regulations.
- B. Contractor shall ensure that all employees participate in and comply with a job briefing conducted by the Railroad Representative, if applicable. During this briefing, the Railroad Representative will specify safe work procedures, (including On-Track Safety) and the potential hazards of the job. If any employee has any questions or concerns about the work, the employee must voice them during the job briefing. Additional job briefings will be conducted during the work as conditions, work procedures, or personnel change.
- C. All track work performed by Contractor meets the minimum safety requirements established by the Federal Railroad Administration's Track Safety Standards 49CFR213.
- D. All employees comply with the following safety procedures when working around any railroad track:
  - (i) Always be on the alert for moving equipment. Employees must always expect movement on any track, at any time, in either direction.
  - (ii) Do not step or walk on the top of the rail, frog, switches, guard rails, or other track components.
  - (iii) In passing around the ends of standing cars, engines, roadway machines or work equipment, leave at least 20 feet between yourself and the end of the equipment. Do not go between pieces of equipment if the opening is less than one car length (50 feet).
  - (iv) Avoid walking or standing on a track unless so authorized by the employee in charge.
  - (v) Before stepping over or crossing tracks, look in both directions first.
  - (vi) Do not sit on, lie under, or cross between cars except as required in the performance of your duties and only when track and equipment have been protected against movement.
- E. All employees must comply with all federal and state regulations concerning workplace safety.

**SUBMITTING REQUESTS FOR  
RAILROAD PROTECTIVE LIABILITY INSURANCE**  
(\$2,000,000 per occurrence/\$6,000,000 aggregate)

Application forms for inclusion in Union Pacific Railroad's Blanket Railroad Protective Liability Insurance Policy may be obtained by accessing the following website (includes premiums as well):

[www.uprr.com/reus/rrinsure/insurovr.shtml](http://www.uprr.com/reus/rrinsure/insurovr.shtml)

If you have questions regarding railroad protective liability insurance (i.e. premium quotes, application) please contact the Marsh USA Service Team, Bill Smith or Cindy Long at:

Phone: (800) 729-7001

Fax: (816) 556-4362

Email: [william.j.smith@marsh.com](mailto:william.j.smith@marsh.com)

Email: [cindy.long@marsh.com](mailto:cindy.long@marsh.com)

\*PLEASE NOTE - The RPLI application and premium check should be sent directly to Marsh, USA at the address shown below - do NOT send your check and application via overnight air, as the P.O. Box will NOT accept overnight deliveries.

If you are in a situation where you require a RUSH, please contact Bill Smith or Cindy Long and they will do their best to accommodate your needs. All checks written to Marsh, USA should reference Union Pacific Railroad in the "Memo" section of the check.

Send Checks and Applications to the following "NEW" address:

Marsh USA  
NW 8622  
PO Box 1450  
Minneapolis, MN 55485-8622

# ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
9/10/2009

PRODUCER (651)227-8405 FAX: (651)227-0507  
T. C. Field & Company  
530 North Robert Street

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

St. Paul MN 55101

INSURERS AFFORDING COVERAGE NAIC #

INSURED  
Hennen Construction Co  
2128 196th Street East

INSURER A: American Fire & Casualty 24066  
INSURER B: West American Insurance 44393  
INSURER C: The Ohio Casualty 24074  
INSURER D: SFM Mutual Insurance  
INSURER E:

Clearwater MN 55320

## COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A		GENERAL LIABILITY	BKA52672776	2/28/2009	2/28/2010	EACH OCCURRENCE \$ 1,000,000
		<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
		<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person) \$ 10,000
						PERSONAL & ADV INJURY \$ 1,000,000
						GENERAL AGGREGATE \$ 2,000,000
						PRODUCTS - COMP/OP AGG \$ 2,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC				
B		AUTOMOBILE LIABILITY	BAW52672776	2/28/2009	2/28/2010	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
		<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
		<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
		<input checked="" type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
		<input checked="" type="checkbox"/> HIRED AUTOS				
<input checked="" type="checkbox"/> NON-OWNED AUTOS						
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
		<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC \$
						AUTO ONLY: AGG \$
C		EXCESS/UMBRELLA LIABILITY	USO52672776	2/28/2009	2/28/2010	EACH OCCURRENCE \$ 4,000,000
		<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$ 4,000,000
		<input type="checkbox"/> DEDUCTIBLE				\$
		<input checked="" type="checkbox"/> RETENTION \$ 10,000				\$
D		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	15435.210	2/28/2009	2/28/2010	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT \$ 1,000,000
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
						E.L. DISEASE - POLICY LIMIT \$ 1,000,000
		OTHER				

### DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

JOB: Folder No. 02560-20.  
The City of Inver Grove Heights and Union Pacific Railroad are named as Additional Insured in regard to the General Liability Form CG8330 & CG8583 where required by written contract on a primary and non contributory basis.  
Contractual Liability Form CG2417 Included. Waiver of Subrogation applies to the Workers Compensation. \*10 days for non payment.

### CERTIFICATE HOLDER

Union Pacific Railroad Company  
Real Estate Department - Folder No. 02560  
1400 Douglas Street STOP 1690  
Omaha, NE 68179-1690

### CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30\* DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Michele Miller/MILLER



## **IMPORTANT**

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

## **DISCLAIMER**

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.



# INSURANCE BINDER

DATE (MM/DD/YYYY)  
9/10/2009**THIS BINDER IS A TEMPORARY INSURANCE CONTRACT, SUBJECT TO THE CONDITIONS SHOWN ON REVERSE SIDE OF THIS FORM**

AGENCY T. C. Field & Company A Bearence Management Group Co 530 North Robert Street St. Paul MN 55101		COMPANY Travelers Indemnity Company		BINDER # B0991009889	
PHONE (A/C, No, Ext): (651) 227-8405 FAX (A/C, No): (651) 227-0507		DATE EFFECTIVE	TIME	DATE EXPIRATION	TIME
CODE: SUB CODE:		8/1/2009	12:01	8/1/2010	12:01 AM
AGENCY CUSTOMER ID: 00000945		THIS BINDER IS ISSUED TO EXTEND COVERAGE IN THE ABOVE NAMED COMPANY PER EXPIRING POLICY #: <b>SPS-1003P30A-IND</b>			
INSURED Hennen Construction Co 2128 196th Street East Clearwater MN 55320		DESCRIPTION OF OPERATIONS/VEHICLES/PROPERTY (Including Location) Project Owner: City of Inver Grove Heights Insured: Union Pacific Railroad Company Contractor: Hennen Construction JOB: Pipeline Crossing 080808 - IGH			

**COVERAGES****LIMITS**

TYPE OF INSURANCE	COVERAGE/FORMS	DEDUCTIBLE	COINS %	AMOUNT
PROPERTY CAUSES OF LOSS <input type="checkbox"/> BASIC <input type="checkbox"/> BROAD <input type="checkbox"/> SPEC				
GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR	INSURED: Union Pacific Railroad Company Real Estate Dept. - Folder No. 02560-20 1400 Douglas St. STOP 1690 Omaha, NE 68179-1690 RETRO DATE FOR CLAIMS MADE :	EACH OCCURRENCE		\$ 2,000,000
		DAMAGE TO RENTED PREMISES		\$
		MED EXP (Any one person)		\$
		PERSONAL & ADV INJURY		\$
		GENERAL AGGREGATE		\$ 6,000,000
		PRODUCTS - COMP/OP AGG		\$
VEHICLE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		COMBINED SINGLE LIMIT		\$
		BODILY INJURY (Per person)		\$
		BODILY INJURY (Per accident)		\$
		PROPERTY DAMAGE		\$
		MEDICAL PAYMENTS		\$
		PERSONAL INJURY PROT		\$
		UNINSURED MOTORIST		\$
VEHICLE PHYSICAL DAMAGE DED <input type="checkbox"/> COLLISION: _____ <input type="checkbox"/> OTHER THAN COL: _____	<input type="checkbox"/> ALL VEHICLES <input type="checkbox"/> SCHEDULED VEHICLES	ACTUAL CASH VALUE		\$
		STATED AMOUNT		\$
GARAGE LIABILITY <input type="checkbox"/> ANY AUTO		AUTO ONLY - EA ACCIDENT		\$
		OTHER THAN AUTO ONLY:		\$
		EACH ACCIDENT		\$
		AGGREGATE		\$
EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM	RETRO DATE FOR CLAIMS MADE :	EACH OCCURRENCE		\$
		AGGREGATE		\$
		SELF-INSURED RETENTION		\$
WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY		WC STATUTORY LIMITS		\$
		E.L. EACH ACCIDENT		\$
		E.L. DISEASE - EA EMPLOYEE		\$
		E.L. DISEASE - POLICY LIMIT		\$
		FEES		\$
		TAXES		\$
		ESTIMATED TOTAL PREMIUM		\$
SPECIAL CONDITIONS/ OTHER COVERAGES				

**NAME & ADDRESS**

	MORTGAGEE	ADDITIONAL INSURED
	LOSS PAYEE	
	LOAN #	
AUTHORIZED REPRESENTATIVE Michele Miller/MILLER <i>Michele Miller</i>		

## **CONDITIONS**

This Company binds the kind(s) of insurance stipulated on page 1. The Insurance is subject to the terms, conditions and limitations of the policy(ies) in current use by the Company.

This binder may be cancelled by the Insured by surrender of this binder or by written notice to the Company stating when cancellation will be effective. This binder may be cancelled by the Company by notice to the Insured in accordance with the policy conditions. This binder is cancelled when replaced by a policy. If this binder is not replaced by a policy, the Company is entitled to charge a premium for the binder according to the Rules and Rates in use by the Company.

### **Applicable in California**

When this form is used to provide insurance in the amount of one million dollars (\$1,000,000) or more, the title of the form is changed from "Insurance Binder" to "Cover Note".

### **Applicable in Colorado**

With respect to binders issued to renters of residential premises, home owners, condo unit owners and mobile home owners, the insurer has thirty (30) business days, commencing from the effective date of coverage, to evaluate the issuance of the insurance policy.

### **Applicable in Delaware**

The mortgagee or Obligee of any mortgage or other instrument given for the purpose of creating a lien on real property shall accept as evidence of insurance a written binder issued by an authorized insurer or its agent if the binder includes or is accompanied by: the name and address of the borrower; the name and address of the lender as loss payee; a description of the insured real property; a provision that the binder may not be canceled within the term of the binder unless the lender and the insured borrower receive written notice of the cancellation at least ten (10) days prior to the cancellation; except in the case of a renewal of a policy subsequent to the closing of the loan, a paid receipt of the full amount of the applicable premium, and the amount of insurance coverage.

Chapter 21 Title 25 Paragraph 2119

### **Applicable in Florida**

Except for Auto Insurance coverage, no notice of cancellation or nonrenewal of a binder is required unless the duration of the binder exceeds 60 days. For auto insurance, the insurer must give 5 days prior notice, unless the binder is replaced by a policy or another binder in the same company.

### **Applicable in Nevada**

Any person who refuses to accept a binder which provides coverage of less than \$1,000,000.00 when proof is required: (A) Shall be fined not more than \$500.00, and (B) is liable to the party presenting the binder as proof of insurance for actual damages sustained therefrom.

### **Applicable in the Virgin Islands**

This binder is effective for only ninety (90) days. Within thirty (30) days of receipt of this binder, you should request an insurance policy or certificate (if applicable) from your agent and/or insurance company.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Meeting Date: September 14, 2009  
 Item Type: Consent Agenda  
 Contact:  
 Prepared by: Joe Lynch, City Administrator  
 Reviewed by:

**Fiscal/FTE Impact:**

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

**PURPOSE/ACTION REQUESTED**

Council to approve authorization for the City Administrator and Public Works Director to hire a consultant engineering firm to perform a study of the need, feasibility, cost and timeframe for improvements need for a School Crossing at 81<sup>st</sup> Street across from the Middle School.

**SUMMARY**

Enclosed is a letter from the School District requesting a study for a safer school zone crossing on Cahill Avenue at 81<sup>st</sup> Street across from the Middle School. They would like to know what can be done with signage, painting, speed and installation of flashing yellow lights to improve the safety of this crossing for students, parents and pedestrians.

About a week ago I was in a meeting with the Middle School Principal, the ISD 199 Safety Director and two parent volunteers discussing what could be done to improve the safety of this crossing. During the discussion I indicated that the City could perform the study and make it a part of any cost the City might be willing to incur in making any of these improvements so that we could push this project along and consider making some of these improvements this fall. In conversation with the Public Works Director he indicates that due to the workload at this time we cannot perform these services and we will need to hire a consultant engineering firm to help us complete this study. We are asking for Council approval to seek quotes for this service and select the low bid so we can proceed.

**CITY OF INVER GROVE HEIGHTS**

**REQUEST FOR COUNCIL ACTION**

Appointment of Auditors for the Year Ending December 31, 2009

Meeting Date: September 14, 2009  
 Item Type: Consent  
 Contact: Ann Lanoue 651.450.2517  
 Prepared by: Ann Lanoue, Finance Director  
 Reviewed by: n/a

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

**PURPOSE/ACTION REQUESTED**

To approve the appointment of Kern, DeWenter, Viere, Ltd. as Auditors for the City for the year ending December 31, 2009

**SUMMARY**

In 2007, we issued an RFP for professional audit services for the three years ending December 31, 2007, 2008 and 2009. As a result of this process, the firm Kern, DeWenter, Viere, Ltd. was selected to provide audit services to the City.

We have been pleased with the work of Kern, DeWenter, Viere, Ltd. and wish to continue to use their services. The scope of the services to be provided is the same as it was for 2008 and is included in the attached agreement. We expect to have interim work done during the month of December and the fieldwork done during the first half of March 2010. We would anticipate having the Comprehensive Annual Financial Report completed and ready to present to the City Council in May 2010. The fee for the audit will be \$36,380. This is what was proposed for the 2009 audit in the RFP.

I recommend that Kern, DeWenter, Viere, Ltd. be appointed as the City's auditors for the year ended December 31, 2009 and that execution of the agreement for auditing services be authorized.



August 17, 2009

To the Honorable Mayor and City Council  
c/o Ms. Ann Lanoue, Finance Director  
City of Inver Grove Heights  
8150 Barbara Avenue  
Inver Grove Heights, MN, 55077

Dear Ms. Lanoue:

We are pleased to confirm our understanding of the services we are to provide City of Inver Grove Heights, Minnesota, (the "City") for the year ended December 31, 2009. We will audit the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information, which collectively comprise the basic financial statements, of the City as of and for the year ended December 31, 2009. U.S. generally accepted accounting standards provide for certain required supplementary information (RSI), such as Management's Discussion and Analysis (MD&A), to accompany the City's basic financial statements. As part of our engagement, we will apply certain limited procedures to the City's RSI. These limited procedures will consist principally of inquiries of management regarding the methods of measurement and presentation, which management is responsible for affirming to us in its representation letter. Unless we encounter problems with the presentation of the RSI or with procedures relating to it, we will disclaim an opinion on it. The following RSI is required by U.S. generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

1. Management's Discussion and Analysis.

Supplementary information other than RSI also accompanies the City's basic financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the basic financial statements and will provide an opinion on it in relation to the basic financial statements:

1. Schedule of Expenditures of Federal Awards
2. Combining and Individual Fund Financial Statements
3. Supplemental Schedules

The following additional information accompanying the basic financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements, and for which our auditor's report will disclaim an opinion.

1. Introductory Section of the Comprehensive Annual Financial Report
2. Statistical Section of the Comprehensive Annual Financial Report

*Expert advice. When you need it.<sup>SM</sup>*

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Fax: 763.537.9682

St. Cloud  
220 Park Avenue S.  
P.O. Box 1304  
St. Cloud, Minnesota  
56302  
Phone: 320.251.7010  
Fax: 320.251.1784

[www.kdv.com](http://www.kdv.com)

877.912.7696

Technology Help Desk:  
866.400.6426

## **Audit Objectives**

The objective of our audit is the expression of opinions as to whether your basic financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the additional information referred to in the first paragraph when considered in relation to the basic financial statements taken as a whole. The objective also includes reporting on:

- Internal control related to financial statements and compliance with laws, regulations, and the provisions of contracts or grant agreements, noncompliance with which could have a material effect on financial statements in accordance with *Government Auditing Standards*.
- Internal control related to major programs and an opinion (or disclaimer of opinion) on compliance with laws, regulations, and the provisions of contracts or grant agreements that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and OMB Circular A-133, *Audits of States, Local Governments and Nonprofit Organizations*.

The reports on internal control and compliance will each include a statement that the report is intended solely for the information and use of management, the body or individuals charged with governance, others within the entity, specific legislative or regulatory bodies, federal awarding agencies, and if applicable, pass-through entities and is not intended to be and should not be used by anyone other than these specified parties.

Our audit will be conducted in accordance with U.S. generally accepted auditing standards; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of OMB *Circular A-133*, and will include tests of accounting records, a determination of major program(s) in accordance with OMB *Circular A-133*, and other procedures we consider necessary to enable us to express such opinions and to render the required reports. If our opinions on the financial statements or the Single Audit compliance opinions are other than unqualified, we will fully discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement.

## **Management Responsibilities**

Management is responsible for the basic financial statements and all accompanying information as well as all representations contained therein. Management is also responsible for preparation of the schedule of expenditures of federal awards in accordance with the requirements of OMB *Circular A-133*. As part of the audit, we will assist with preparation of your financial statements, schedule of expenditures of federal awards, and related notes. You are responsible for making all management decisions and performing all management functions relating to the financial statements, schedule of expenditures of federal awards, and related notes and for accepting full responsibility for such decisions. You will be required to acknowledge in the management representation letter that you have reviewed and approved the financial statements, schedule of expenditures of federal awards, and related notes prior to their issuance and have accepted responsibility for them. Further, you are required to designate an individual with suitable skill, knowledge, or experience to oversee any nonaudit services we provide and for evaluating the adequacy and results of those services and accepting responsibility for them.

Management is responsible for establishing and maintaining internal controls, including internal controls over compliance and for monitoring ongoing activities, to help ensure that appropriate goals and objectives are met. You are also responsible for the selection and application of accounting principals; for the fair presentation in the financial statements of the respective financial position of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information of the City and the respective changes in financial position and, where applicable, cash flows in conformity with U.S. generally accepted accounting principles; and for federal award program compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is also responsible for making all financial records and related information available to us, including identifying significant vendor relationships in which the vendor has the responsibility for program compliance and for the accuracy and completeness of that information. Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud and for informing us about all known or suspected fraud or illegal acts affecting the government involving (1) management, (2) employees who have significant roles in internal control and (3) others where the fraud or illegal acts could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators or others. In addition, you are responsible for identifying and ensuring that the entity complies with applicable laws, regulations, contracts, agreements and grants. Additionally, as required by OMB *Circular A-133*, it is management's responsibility to follow up and take corrective action on reported audit findings and to prepare a summary schedule of prior audit findings and a corrective action plan. The summary schedule of prior audit findings should be available for our review at fieldwork.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying for us previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits or other engagements or studies. You are also responsible for providing management's views on our current findings, conclusions and recommendations, as well as your planned corrective actions for the report and for the timing and format for providing that information.

### **Audit Procedures – General**

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets or (4) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity.

Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because an audit is designed to provide reasonable, but not absolute assurance and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements or noncompliance may exist and not be detected by us. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or major programs. However, we will inform you of any material errors and any fraudulent financial reporting or misappropriation of assets that come to our attention. We will also inform you of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will also require certain written representations from you about the financial statements and related matters.

#### **Audit Procedures – Internal Controls**

Our audit will include obtaining an understanding of the entity and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by OMB *Circular A-133*, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to OMB *Circular A-133*.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under professional standards, *Government Auditing Standards* and OMB *Circular A-133*.

## **Audit Procedures – Compliance**

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the City's compliance with applicable laws and regulations and the provisions of contracts and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

OMB *Circular A-133* requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with applicable laws and regulations and the provisions of contracts and grant agreements applicable to major programs. Our procedures will consist of test of transactions and other applicable procedures described in the OMB *Circular A-133 Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the City's major programs. The purpose of those procedures will be to express an opinion on the City's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to OMB *Circular A-133*.

## **Engagement Administration, Fees and Other**

We may from time to time, and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers, but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

At the conclusion of the engagement, we will complete the appropriate sections of and sign the Data Collection Form that summarizes our audit findings. We will provide copies of our reports to the city; however, it is management's responsibility to submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditor's reports and a corrective action plan) along with the Data Collection Form to the designated federal clearinghouse and, if appropriate, to pass-through entities. The Data Collection Form and the reporting package must be submitted within the earlier of 30 days after receipt of the auditor's reports or nine months after the end of the audit period, unless a longer period is agreed to in advance by the cognizant or oversight agency for audits.

The audit documentation for this engagement is the property of Kern, DeWenter, Viere, Ltd. and constitutes confidential information. However, pursuant to authority given by law or regulation, we may be requested to make certain audit documentation available to oversight, regulatory or state agencies, or their designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Kern, DeWenter, Viere, Ltd's personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release or for any additional period requested by the oversight, regulatory or state agencies. If we are aware that a federal awarding agency, pass-through entity or auditee is contesting an audit finding, we will contact the party (ies) contesting the audit finding for guidance prior to destroying the audit documentation.

If you intend to publish or otherwise reproduce the financial statements and make reference to our Firm name, you agree to provide us with printers' proofs or masters for our review and approval before printing. You also agree to provide us with a copy of the final reproduced material for our approval before it is distributed. Additionally, if you include our report or a reference to our Firm name in an electronic format, you agree to provide the complete electronic communication using or referring to our name to us for our review and approval prior to distribution.

During the course of our engagement, we will request information, and explanations from management regarding the City's operations, internal controls, future plans, specific transactions and accounting systems and procedures. At the conclusion of our engagement we will require, as a precondition to the issuance of our report, that management provide certain representations in a written representation letter. The procedures we will perform in our engagement and the conclusions we reach as a basis for our report will be heavily influenced by the written and oral representations that we receive from management. Accordingly, false representations could cause us to expend unnecessary efforts or could cause a material error or a fraud to go undetected by our procedures. In view of the foregoing, you agree that we shall not be responsible for any misstatements in the City's financial statements that we may fail to detect as a result of false or misleading representations that are made to us by management.

In addition, the City further agrees to indemnify and hold us harmless for any liability and all reasonable costs, including legal fees that we may incur as a result of the services performed under this engagement in the event there are false or misleading representations made to us by any member of the City's management, except to the extent such liability or costs are determined to have resulted from the intentional or deliberate misconduct of Kern, DeWenter, Viere, Ltd. personnel.

Steven Wischmann is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

Our fees for these services will be \$ 36,380 for the audit of the City's basic financial statements and \$ 3,000 for the Single Audit. The fee estimate is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 60 days or more overdue and will not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket expenditures through the date of termination. A service charge of 1% per month, which is an annual rate of 12%, will be added to all accounts unpaid 30 days after billing date. If collection action is necessary, expenses and reasonable attorney's fees will be added to the amount due.

Because there are inherent difficulties in recalling or preserving information as the period after an engagement increases, you agree that, notwithstanding the statute of limitations of the State of Minnesota, any claim based on this engagement must be filed within 12 months after performance of our service, unless you have previously provided us with a written notice of a specific defect in our services that forms the basis of the claim.

The nature of our engagement makes it inherently difficult, with the passage of time, to present evidence in a lawsuit that fully and fairly establishes the facts underlying any dispute that may arise between us. We both agree that notwithstanding any statute of limitation that might otherwise apply to a claim or dispute, including one arising out of this agreement or the services performed under this agreement, or for breach of contract, fraud or misrepresentation, a lawsuit must be commenced within twenty-four (24) months after the date of our report. This twenty-four (24) month period applies and starts to run on the date of each report, even if we continue to perform services in later periods and even if you or we have not become aware of the existence of a claim or the basis for a possible claim. In the event that a claim or dispute is not asserted at least sixty (60) days before the expiration of this twenty-four (24) month period, then the period of limitation shall be extended by sixty (60) days, to allow the parties to conduct non-binding mediation.

Our role is strictly limited to the engagement described in this letter, and we offer no assurance as to the results or ultimate outcomes of this engagement or of any decisions that you may make based upon our communications with, or our reports to you. Your City will be solely responsible for making all decisions concerning the contents of our communications and reports, for the adoption of any plans and for implementing any plans you may develop, including any that we may discuss with you.

You agree that it is appropriate to limit the liability of KDV, Ltd. its shareholders, directors, officers, employees and agents and that this limitation of remedies provision is governed by the laws of Minnesota, without giving effect to choice of law principles.

You further agree that you will not hold us liable for any claim, cost or damage, whether based on warranty, tort, contract or other law, arising from or related to this agreement, the services provided under this agreement, the work product, or for any plans, actions or results of this engagement, except to the extent authorized by this agreement. In no event shall we be liable to you for any indirect, special, incidental, consequential, punitive or exemplary damages, or for loss of profits or loss of goodwill, costs or attorney's fees.

The exclusive remedy available to you shall be the right to pursue claims for actual damages that are directly caused by acts or omissions that are breaches by us of our duties under this agreement, but any recovery on any such claims, including any costs and attorneys' fees incurred in pursuing them, shall not exceed the fees actually paid under this agreement by you to KDV, Ltd.

*Government Auditing Standards* require that we provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of the contract. Our 2008 peer review report accompanies this letter.

We appreciate the opportunity to be of service to the City and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Sincerely,

KERN, DEWENTER, VIERE, LTD.



Steven Wischmann  
Certified Public Accountant

RESPONSE:

This letter correctly sets forth the understanding of the City of Inver Grove Heights, Minnesota.

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

Title: \_\_\_\_\_

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

**CITY OF INVER GROVE HEIGHTS**

**REQUEST FOR COUNCIL ACTION**

Consider Request for Acquisition of Tax Forfeited Property – PIN 20-00200-010-78

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Meeting Date: September 14, 2009  
Item Type: Consent Agenda  
Contact: Eric Carlson – 651.450.2587  
Prepared by: Eric Carlson  
Reviewed by: Eric Carlson – Parks & Recreation

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

**PURPOSE/ACTION REQUESTED**

Consider the attached Resolution Approving the application by the City for Conveyance of Tax Forfeit Land in the Concord Neighborhood. The acquisition of the property is recommended as a part of the Rock Island Swing Bridge project.

**SUMMARY**

The proposed property is located east of Concord Ave. and is just south of 66<sup>th</sup> St. E. It abuts other City property previously acquired for park and trail purposes. The eastern portion is within the 100 year flood plain. The property is 10.81 acres in size.

The subject property meets the Council's criteria for acquiring tax forfeit properties in the Doffing area that are within the 100 year flood plain. Acquisition of the property would also broaden the options for future regional trail location. County staff has encouraged application for conveyance for park and trail purposes.

Staff recommends adoption of the attached resolution, which would allow the County to convey the tax forfeit property in the Concord Area to the City.

Once conveyed to the City, the City will own the Dakota County side of the Rock Island Swing Bridge including piers 2 – 6 and spans 3 and 4. Should the reuse project fail, the City would be able to return the property to the State of Minnesota.

The Planning Commission reviewed this on September 1<sup>st</sup> and is recommending approval. The Park and Recreation Commission reviewed this on September 9<sup>th</sup> and is recommending approval.

CITY OF INVER GROVE HEIGHTS  
DAKOTA COUNTY, MINNESOTA

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

RESOLUTION APPROVING THE APPLICATION BY THE CITY OF INVER GROVE HEIGHTS  
FOR THE CONVEYANCE OF TAX FORFEIT LANDS - PID 20-00200-010-078

**WHEREAS**, the land described in the attachment is in the Concord Boulevard area and is adjacent to the Rock Island Swing Bridge and the land has been forfeited to the State of Minnesota for nonpayment of taxes; and

**WHEREAS**, that plan shows the eventual acquisition and development of a City park in this area in connection with the Rock Island Swing Bridge, and

**WHEREAS**, the City of Inver Grove Heights has need of the land for purposes of park and scenic overlook; pursuant to Chapter 469 of Minnesota Statutes, and

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

1) the land described in the attachment is needed for purposes of park and scenic overlook purposes, and

2) application to acquire said property is hereby approved and the mayor and deputy clerk are authorized to execute the application, and

3) the City is hereby authorized to receive a Deed of Conveyance for the land for the purposes of park and scenic overlook purposes, pursuant to Chapter 469 of Minnesota Statutes.

Adopted by the City Council of the City of Inver Grove Heights this 14th day of September, 2009.

AYES:

NAYS:

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

ATTEST:

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

## Dakota County Real Estate Inquiry

Data Updated 8/20/2009.

[Need Help?](#) [What's New?](#)



Map navigation

Select option and click on map:

Zoom In  Zoom Out  Pan  Identify

Show Full County Map

Small Map

### Legend

Air photos may be displaced by up to 60 feet. Shadows may cause additional apparent displacement. Buildings may appear to lean due to camera angle.

Date of photography: 2006

Tax Parcels

Market Value

Recent Sales

Year Built

Air Photo

Torrens

Refresh Map

Choose ONE search method, enter criteria, and click Go or hit enter key.

House #:

Go

OR

PIN:

Go



Details

Tax Stub

Statement

Plat

Neighborhood

Birds Eye

PIN: 20-00200-010-78

Owner: STATE OF MN - F TAX

Address:

City: ,

2009 Est. Value (Payable 2010): \$329,600

2008 Taxable Value (Payable 2009): \$0

Payable 2009 Tax: \$0.00

Total Acreage: 10.81

Year Built: 0

**PLEASE READ DISCLAIMER**

This application was developed by the Dakota County Office of GIS in cooperation with Assessing Services and the Property Taxation & Records Departments



Click on the Dakota County Logo above to return to the home page

**RECOMMENDATION TO  
CITY OF INVER GROVE HEIGHTS**

**TO:** Mayor and City Council of Inver Grove Heights  
**FROM:** Planning Commission  
**DATE:** September 1, 2009  
**SUBJECT:** CITY OF INVER GROVE HEIGHTS

**Reading of Notice**

Mr. Hunting advised that no public hearing notice was required for this request.

**Presentation of Request**

Allan Hunting, City Planner, explained the request as detailed in the report. He advised that the Planning Commission is being asked to review the City's proposed purchase of tax forfeit property for compliance with the Comprehensive Plan. The property is located east of Concord Boulevard and just north of 66<sup>th</sup> Street and abuts, on the north and south, the railroad right-of-way the City is in the process of acquiring for the Rock Island Swing Bridge. Mr. Hunting advised that the property is currently guided for Mixed Use and zoned Agricultural. The property would require a guiding of Park/Institutional to be zoned and utilized for park purposes. He advised that while the property is not properly guided for park purposes, the Planning Commission could still make a positive recommendation to acquire the property and recommend to the City Council to initiate the process for a Comprehensive Plan Amendment and Rezoning of the property. Staff believes that park usage would be consistent with the visions that the City has for this area, and recommends approval of the acquisition for park purposes with the condition listed in the report.

Eric Carlson, Director of Parks and Recreation, gave a brief overview of the request and the plans for the Concord and 66<sup>th</sup> Street area. He explained that the parcels being discussed tonight were located on either side of the Rock Island Swing Bridge and were in close proximity to Heritage Village Park. He advised that the City's plans were to reuse the Dakota County side of the Rock Island Swing Bridge as a recreational pier. The City would like to incorporate the tax forfeit parcels being discussed tonight into a master plan for the Rock Island Swing Bridge area. Mr. Carlson advised that a subcommittee of the Park and Recreation Commission is working on developing a master plan for this area (possibly incorporating a picnic area, trails, boat launch, etc.), including having an adequate parking area for people accessing the bridge and other future amenities. Mr. Carlson advised that the total project cost would be approximately 2.4 million dollars. At this time, the City is approximately \$871,000 short of the money that was either granted to the City or approved by the City Council.

Chair Bartholomew asked if any soil remediation would be needed for this property.

Mr. Carlson stated that although it had not been investigated, he did not anticipate any contamination issues on the property.

Chair Bartholomew asked if the City was prohibited from owning property in the floodplain, to which Mr. Carlson replied that he was not aware of anything precluding them from the acquisition.

Chair Bartholomew asked if the parking lot to the west of the subject site encroached into the parcel in question, to which Mr. Carlson replied in the affirmative. Mr. Carlson added that something would need to be worked out between the City Attorney and the adjacent property owner if the acquisition were to go forward.

Commissioner Wippermann asked what the cost would be for acquiring the properties being considered this evening, to which Mr. Carlson replied the only cost would be filing and recording fees.

Commissioner Gooch asked if the property east of the southernmost parcel being discussed was a swamp area or solid ground.

Mr. Carlson replied it was solid ground that sometimes took on back water during high water levels.

Commissioner Roth asked why the first two pier spans were dropped, to which Mr. Carlson replied they were structurally insufficient.

Commissioner Wippermann asked if the City was obligated to initiate a development on the property since it was acquired through tax forfeiture.

Mr. Carlson replied he was not aware of it being an issue since the intention was to turn the area into a park and attach it to the development of the Rock Island Swing Bridge.

Commissioner Hark asked if there was an issue with timing.

Mr. Carlson replied in the affirmative, stating the City needed to have several things in place by November 13, 2009 or they would stand a chance of losing the grant.

#### **Opening of Public Hearing**

There was no public testimony.

#### **Planning Commission Discussion**

Chair Bartholomew stated he was pleased that the City was planning to address the encroachment issue, and he supported the request.

#### **Planning Commission Recommendation**

Motion by Commissioner Simon, second by Commissioners Wippermann and Roth, to recommend approval of the acquisition of the tax forfeit property adjacent to the Rock Island Swing Bridge being in compliance with the Comprehensive Plan with the condition that the City Council initiate the process to change the land use designation and zoning of the property to Public/Institutional.

Motion carried (9/0). This matter goes to the City Council on September 14, 2009.

**CITY OF INVER GROVE HEIGHTS**

**REQUEST FOR COUNCIL ACTION**

Consider Request for Acquisition of Tax Forfeited Property – PIN 20-36500-150-41

Meeting Date: September 14, 2009  
 Item Type: Consent Agenda  
 Contact: Eric Carlson – 651.450.2587  
 Prepared by: Eric Carlson  
 Reviewed by: Eric Carlson – Parks & Recreation

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

**PURPOSE/ACTION REQUESTED**

Consider the attached Resolution Approving the application by the City for Conveyance of Tax Forfeit Land in the Concord Neighborhood. The acquisition of the property is recommended as a part of the Rock Island Swing Bridge project.

**SUMMARY**

The proposed property is located east of Concord Ave. and is just north of 66<sup>th</sup> St. E. It abuts right-of-way the City is acquiring for the Rock Island Swing Bridge. The eastern portion is within the 100 year flood plain. The property is 0.59 acres in size.

The subject property meets the Council’s criteria for acquiring tax forfeit properties in the Doffing area that are within the 100 year flood plain. Acquisition of the property would also broaden the options for future regional trail location. County staff has encouraged application for conveyance for park and trail purposes.

Staff recommends adoption of the attached resolution, which would allow the County to convey the tax forfeit property in the Concord Area to the City.

Once conveyed to the City, the city will own the Dakota County side of the Rock Island Swing Bridge including piers 2 – 6 and spans 3 and 4. Should the reuse project fail, the City would be able to return the property to the State of Minnesota.

The Planning Commission reviewed this on September 1<sup>st</sup> and is recommending approval. The Park and Recreation Commission reviewed this on September 9<sup>th</sup> and is recommending approval.

CITY OF INVER GROVE HEIGHTS  
DAKOTA COUNTY, MINNESOTA

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

RESOLUTION APPROVING THE APPLICATION BY THE CITY OF INVER GROVE HEIGHTS  
FOR THE CONVEYANCE OF TAX FORFEIT LANDS - PID 20-36500-150-41

**WHEREAS**, the land described in the attachment is in the Concord Boulevard area and is adjacent to the Rock Island Swing Bridge and the land has been forfeited to the State of Minnesota for nonpayment of taxes; and

**WHEREAS**, that plan shows the eventual acquisition and development of a City park in this area in connection with the Rock Island Swing Bridge, and

**WHEREAS**, the City of Inver Grove Heights has need of the land for purposes of park and scenic overlook; pursuant to Chapter 469 of Minnesota Statutes, and

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

- 1) the land described in the attachment is needed for purposes of park and scenic overlook purposes, and
- 2) application to acquire said property is hereby approved and the mayor and deputy clerk are authorized to execute the application, and
- 3) the City is hereby authorized to receive a Deed of Conveyance for the land for the purposes of park and scenic overlook purposes, pursuant to Chapter 469 of Minnesota Statutes.

Adopted by the City Council of the City of Inver Grove Heights this 24th day of August, 2009.

AYES:

NAYS:

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

ATTEST:

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

### Dakota County Real Estate Inquiry

Data Updated 8/20/2009.

[Need Help?](#) [What's New?](#)

Map navigation

Select option and click on map:

Zoom In  Zoom Out  Pan  Identify

Show Full County Map

Small Map



#### Legend

Air photos may be displaced by up to 60 feet. Shadows may cause additional apparent displacement. Buildings may appear to lean due to camera angle.  
Date of photography: 2006

- Tax Parcels
- Market Value
- Recent Sales
- Year Built
- Air Photo
- Torrens

Refresh Map



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Choose **ONE** search method, enter criteria, and click Go or hit enter key.

House #:

Go

OR

PIN:

Go

[Details](#) [Tax Stub](#) [Statement](#) [Plat](#) [Neighborhood](#) [Birds Eye](#)

<u>PIN:</u> 20-36500-150-41	<u>2009 Est. Value (Payable 2010):</u> \$1,200
<u>Owner:</u> STATE OF MN - F TAX	<u>2008 Taxable Value (Payable 2009):</u> \$0
<u>Address:</u>	<u>Payable 2009 Tax:</u> \$0.00
<u>City:</u> ,	<u>Total Acreage:</u> 0.59
	<u>Year Built:</u> 0

**PLEASE READ DISCLAIMER**

This application was developed by the Dakota County Office of GIS in cooperation with [Assessing Services](#) and the [Property Taxation & Records](#) Departments



Click on the Dakota County Logo above to return to the home page

**RECOMMENDATION TO  
CITY OF INVER GROVE HEIGHTS**

**TO:** Mayor and City Council of Inver Grove Heights  
**FROM:** Planning Commission  
**DATE:** September 1, 2009  
**SUBJECT:** CITY OF INVER GROVE HEIGHTS

**Reading of Notice**

Mr. Hunting advised that no public hearing notice was required for this request.

**Presentation of Request**

Allan Hunting, City Planner, explained the request as detailed in the report. He advised that the Planning Commission is being asked to review the City's proposed purchase of tax forfeit property for compliance with the Comprehensive Plan. The property is located east of Concord Boulevard and just north of 66<sup>th</sup> Street and abuts, on the north and south, the railroad right-of-way the City is in the process of acquiring for the Rock Island Swing Bridge. Mr. Hunting advised that the property is currently guided for Mixed Use and zoned Agricultural. The property would require a guiding of Park/Institutional to be zoned and utilized for park purposes. He advised that while the property is not properly guided for park purposes, the Planning Commission could still make a positive recommendation to acquire the property and recommend to the City Council to initiate the process for a Comprehensive Plan Amendment and Rezoning of the property. Staff believes that park usage would be consistent with the visions that the City has for this area, and recommends approval of the acquisition for park purposes with the condition listed in the report.

Eric Carlson, Director of Parks and Recreation, gave a brief overview of the request and the plans for the Concord and 66<sup>th</sup> Street area. He explained that the parcels being discussed tonight were located on either side of the Rock Island Swing Bridge and were in close proximity to Heritage Village Park. He advised that the City's plans were to reuse the Dakota County side of the Rock Island Swing Bridge as a recreational pier. The City would like to incorporate the tax forfeit parcels being discussed tonight into a master plan for the Rock Island Swing Bridge area. Mr. Carlson advised that a subcommittee of the Park and Recreation Commission is working on developing a master plan for this area (possibly incorporating a picnic area, trails, boat launch, etc.), including having an adequate parking area for people accessing the bridge and other future amenities. Mr. Carlson advised that the total project cost would be approximately 2.4 million dollars. At this time, the City is approximately \$871,000 short of the money that was either granted to the City or approved by the City Council.

Chair Bartholomew asked if any soil remediation would be needed for this property.

Mr. Carlson stated that although it had not been investigated, he did not anticipate any contamination issues on the property.

Chair Bartholomew asked if the City was prohibited from owning property in the floodplain, to which Mr. Carlson replied that he was not aware of anything precluding them from the acquisition.

Chair Bartholomew asked if the parking lot to the west of the subject site encroached into the parcel in question, to which Mr. Carlson replied in the affirmative. Mr. Carlson added that something would need to be worked out between the City Attorney and the adjacent property owner if the acquisition were to go forward.

Commissioner Wippermann asked what the cost would be for acquiring the properties being considered this evening, to which Mr. Carlson replied the only cost would be filing and recording fees.

Commissioner Gooch asked if the property east of the southernmost parcel being discussed was a swamp area or solid ground.

Mr. Carlson replied it was solid ground that sometimes took on back water during high water levels.

Commissioner Roth asked why the first two pier spans were dropped, to which Mr. Carlson replied they were structurally insufficient.

Commissioner Wippermann asked if the City was obligated to initiate a development on the property since it was acquired through tax forfeiture.

Mr. Carlson replied he was not aware of it being an issue since the intention was to turn the area into a park and attach it to the development of the Rock Island Swing Bridge.

Commissioner Hark asked if there was an issue with timing.

Mr. Carlson replied in the affirmative, stating the City needed to have several things in place by November 13, 2009 or they would stand a chance of losing the grant.

#### **Opening of Public Hearing**

There was no public testimony.

#### **Planning Commission Discussion**

Chair Bartholomew stated he was pleased that the City was planning to address the encroachment issue, and he supported the request.

#### **Planning Commission Recommendation**

Motion by Commissioner Simon, second by Commissioners Wippermann and Roth, to recommend approval of the acquisition of the tax forfeit property adjacent to the Rock Island Swing Bridge being in compliance with the Comprehensive Plan with the condition that the City Council initiate the process to change the land use designation and zoning of the property to Public/Institutional.

Motion carried (9/0). This matter goes to the City Council on September 14, 2009.

**CITY OF INVER GROVE HEIGHTS**

**REQUEST FOR COUNCIL ACTION**

Consider Improvements to North Valley Disc Golf Course

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Meeting Date: September 14, 2009  
 Item Type: Consent Agenda  
 Contact: Mark Borgwardt – 651.450.2581  
 Prepared by: Mark Borgwardt  
 Reviewed by: Eric Carlson – Parks & Recreation

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

**PURPOSE/ACTION REQUESTED**

Approve funding improvements to North Valley disc golf course including:

- 9 new Mach 3 baskets
- 1 entrance Kiosk sign
- 36 "T" signs for long and short holes
- 9 directional arrow signs throughout course

Cost and funding for improvements recommended as follows:

• Mach 3 basket/Parks install	\$4,600	Park Maintenance Fund
• Signs/Parks install	<u>\$5,000</u>	Park Maintenance Fund
<b>TOTAL</b>	<b>\$9,600</b>	

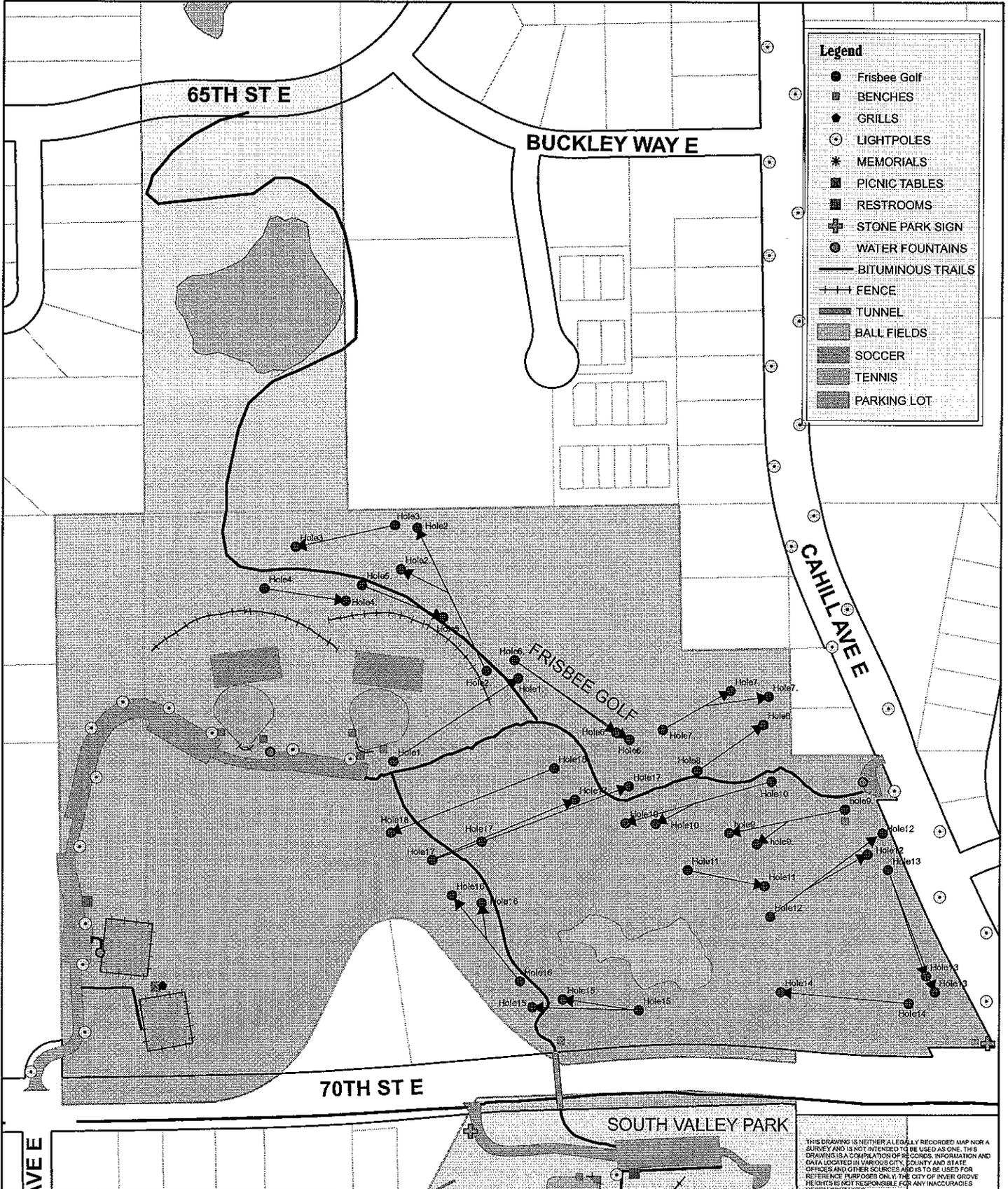
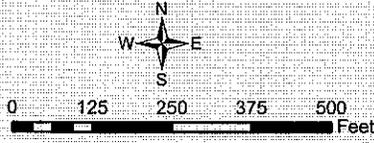
Approve funding \$9,600 for improvements to the North Valley Disc Golf Course from the Park Maintenance Fund (Fund 444).

**SUMMARY**

City Council was generally interested in wanting to pursue some improvements to the disc golf course at the February 23, 2009 meeting. At that time a budget of \$15,000 was recommended and discussed. Recently, Park and Recreation staff walked the course with local resident and disc golf designer and enthusiast Chuck Kennedy to prioritize course improvements possible this year within budget parameters.

The North Valley disc golf course has seen increased use since its inception in 1989 and is in need of suggested maintenance improvements. The disc golf use of this scenic park with its rolling terrain, water features and mix of tree cover and open space has been a good match and very popular with the public throughout the entire year.

The Park and Recreation Commission reviewed this request on September 9, 2009 and is recommending approval.



- Legend**
- Frisbee Golf
  - BENCHES
  - ◆ GRILLS
  - ⊙ LIGHTPOLES
  - \* MEMORIALS
  - ▣ PICNIC TABLES
  - ▣ RESTROOMS
  - ⊕ STONE PARK SIGN
  - ⊙ WATER FOUNTAINS
  - BITUMINOUS TRAILS
  - FENCE
  - TUNNEL
  - BALL FIELDS
  - SOCCER
  - TENNIS
  - PARKING LOT

THIS DRAWING IS NEITHER A LEGALLY RECORDED MAP NOR A SURVEY AND IS NOT INTENDED TO BE USED AS ONE. THIS DRAWING IS A COMPILED RECORD OF RECORDS, INFORMATION AND DATA LOCATED IN VARIOUS CITY, COUNTY AND STATE OFFICES AND OTHER SOURCES AND IS TO BE USED FOR REFERENCE PURPOSES ONLY. THE CITY OF INVER GROVE HEIGHTS IS NOT RESPONSIBLE FOR ANY INACCURACIES HEREIN CONTAINED.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

---

**APPROVE APPLICATION FOR INDIVIDUAL MASSAGE THERAPIST LICENSE – PAULA FINK**

Meeting Date: September 14, 2009  
Item Type: Consent  
Contact: 651-450-2513  
Prepared by: Melissa Rheaume  
Reviewed by: N/A

**Fiscal/FTE Impact:**

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

**PURPOSE/ACTION REQUESTED:**

Consider approval of an application for an Individual Massage Therapist License for Paula Fink, to contract service at All About Me, 2910 Upper 55<sup>th</sup> St.

**SUMMARY:**

An application has been submitted by Ms. Fink for an Individual Massage Therapist License. The applicant has submitted all documentation and fees required by the City Code. She has completed the required number of hours of therapeutic massage training, provided an insurance certificate, and is a member in good standing of a recognized national professional therapeutic massage organization.

The Police Department completed a background investigation on the applicant and found no basis for denial of the request.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

**Consider Approval of Temporary Liquor License – Inver Hills Community College**

Meeting Date: September 14, 2009  
 Item Type: Consent  
 Contact: 651-450-2513  
 Prepared by: Melissa Rheume  
 Reviewed by: N/A

**Fiscal/FTE Impact:**

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

**PURPOSE/ACTION REQUESTED:**

Consider approval of the request from Inver Hills Community College for a temporary liquor license for Prom Catering to serve alcohol on October 2, 2009 at a dinner in conjunction with a conference sponsored by the Sociologists of Minnesota and Wisconsin Sociological Association.

**SUMMARY:**

Anne Johnson, Dean of Fine Arts and Humanities and Social Sciences at Inver Hills Community College, is requesting approval of a temporary liquor license to serve alcohol at a dinner event to be held at the college on October 2, 2009. Ms. Johnson will be contracting with Prom Catering to cater the event. Prom Catering is licensed with the State of Minnesota for sale of intoxicating liquor and also carries liquor liability insurance to serve alcoholic beverages off-site. A certificate of liability insurance was provided with the temporary license request.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

**Authorizing the City Administrator to Execute Letter of Understanding on the Administration of the Dakota County Development Agency Regarding the Community Development Block Grant**

Meeting Date:	September 14, 2009	<i>TJL</i>	<input checked="" type="checkbox"/>	<b>Fiscal/FTE Impact:</b>
Item Type:	Regular Agenda		<input type="checkbox"/>	None
Contact:	Thomas J. Link, 651.450.2546		<input type="checkbox"/>	Amount included in current budget
Prepared by:	Thomas J. Link, Community Development Director		<input type="checkbox"/>	Budget amendment requested
Reviewed by:	N/A		<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 a Resolution Authorizing the City Administrator to Execute the Letter of Understanding on the Administration of the Dakota County Community Development Block Grant Program, as attached.

**SUMMARY**

The City annually receives Community Development Block Grant (CDBG) funds. These funds are received through Dakota County and are administered, on the City's behalf, by the Community Development Agency (CDA). For 2009, the City will receive \$119,330. As previously approved by the City Council and as stated in the grant application, these funds will be used for the Doffing Avenue Acquisition Program and the Housing Rehabilitation Program.

Recently, the US Department of Housing and Urban Development approved the County's CDBG application. The Letter of Understanding provides the CDA with the authority to administer these funds and to commence expenditures.

Staff recommends approval of the resolution.

TJL/kf

Enc: Resolution  
Letter from CDA, dated August 24, 2009

**CITY OF INVER GROVE HEIGHTS**

**DAKOTA COUNTY, MINNESOTA**

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

**RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE THE  
LETTER OF UNDERSTANDING ON THE ADMINISTRATION OF THE DAKOTA  
COUNTY COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM**

WHEREAS, the City of Inver Grove Heights annually receives Community Development Block Grant funds from the US Department of Housing and Urban Development; and

WHEREAS, the Community Development Block Grant funds are obtained through Dakota County and are administered by the Dakota County Development Agency; and

WHEREAS, the US Department of Housing and Urban Development have recently approved the 2009 grant application;

NOW, THEREFORE, BE IT RESOLVED, THAT THE CITY COUNCIL OF THE CITY OF INVER GROVE HEIGHTS hereby authorizes the City Administrator to execute the Letter of Understanding on the administration of the Dakota County Community Development Block Grant Program.

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

AYES:

NAYS:

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

ATTEST:

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

August 24, 2009

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

**RE: Letter of Understanding (“Letter”) on the Administration of the  
Dakota County Community Development Block Grant Program**

Dear Mr. Lynch:

The Dakota County Community Development Agency (“CDA”) is the administering agency for funds received from the United States Government under Title I of the Housing and Community Development Act of 1974, Public Law 93-383, to Dakota County as an Urban Entitlement County under the Community Development Block Grant (CDBG) Program.

It is understood that the Funding Approval/ Agreement (HUD 7082) which is enclosed with this Letter is based upon a 2009 program budget reflecting receipt of \$1,713,699 in CDBG Funds from HUD of which \$119,330 is allocated to the City of Inver Grove Heights (“City”) as the maximum amount available for Fiscal Year 2009.

It is also understood between the City and the CDA that the City’s total 2009 allocation will be administered by the CDA and is not covered by a Subrecipient Agreement. The CDA will certify that the activities carried out with funds provided under this Agreement (the “Activities”) will meet one or more of the CDBG program’s national objectives, including: (1) benefit low/moderate income persons, (2) aid in the prevention or elimination of slums and blight, and (3) meet community development needs having a particular urgency, all as defined in 24 CFR Part 570.208. The CDA shall also carry out each Activity in compliance with all Federal laws and regulations.

**Scope of Services.** The CDA will be responsible for the administration of the following Activities under this Agreement, including ongoing Activities from previous fiscal years and Activities programmed with 2009 CDBG funds. FY 2009 funds will be committed to Activities after July 1, 2009. All funds will be expended to meet timeliness requirements.

Activity 1-Acquisition/Clearance – Floodplain

- A. Description  
Acquisition and clearance of blighted property within the floodplain of the Mississippi River.
- B. Budget  
Activity Budget of \$132,017.55 includes \$6,839.50 for project administration
- FY 2009 Funding: \$59,630.00
  - Remaining FY 2008 Funding: \$55,209.50
  - Remaining FY 2006 Funding: \$17,178.05

Activity 2-Residential Rehabilitation

- A. Description  
Deferred and low-interest loans to low- and moderate-income homeowner making improvements to their home
- B. Budget  
Activity Budget of \$131,365.44 includes \$10,027.62 for project administration
- FY 2009 Funding: \$59,700.00
  - Remaining FY 2008 Funding: \$54,407.62
  - Remaining FY 2007 Funding: \$17,257.82

**Amendments.** Any alteration, variation, modification, or waiver of the provision of this Letter shall be valid only after it has been reduced to writing and duly signed by both parties, with the exception of Administrative Amendments defined as any revision to the original annual budget that (1) does not create a new Activity; (2) does not delete an existing Activity in its entirety prior to any expenditure; and (3) does not involve the reallocation of more than \$75,000 per Activity.

This Letter is in effect from the date of signature until the last day of June 2010 or until the day it is replaced by a subsequent Letter or by a Subrecipient Agreement, whichever is later.

The CDA looks forward to working with the City of Inver Grove Heights on the city's 2009 CDBG Activities.

Sincerely,



Dan Rogness, Director of Community Revitalization

Enclosure

Your signature below indicates the City's agreement with this Letter. Please return one original copy to the CDA.

**City of Inver Grove Heights**

By \_\_\_\_\_

Its \_\_\_\_\_

Date of Signature \_\_\_\_\_

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

**CHARLES LUND – CASE NO. 09-22C**

Meeting Date: September 14, 2009  
 Item Type: Regular  
 Contact: Jennifer Emmerich 651.450.2553  
 Prepared by: Jennifer Emmerich, Assistant Planner  
 Reviewed by:

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

**PURPOSE/ACTION REQUESTED**

Consider the following requests for property located at 6135 Boyer Path:

- a) Consider a Resolution relating to a **Conditional Use Permit** to construct a three-season porch that would increase the impervious coverage on the lot to 29%.
  - Require's a 4/5<sup>th</sup>'s vote.
  - 60-day deadline: September 18, 2009 (first 60 days)

**SUMMARY**

Background. The property owner would like to construct a 12' x 14' porch onto his existing home which is located on his 12,643 square foot, R-1C, Single Family Residential zoned lot.

	Square Feet	Percentage
Lot Size	12,643	-
Existing Impervious Coverage (House, garage and driveway)	3,470	27%
Proposed additional impervious coverage (porch addition)	168	2%
Total impervious coverage requested	3,638	29%

Analysis: Staff has reviewed the request against the criterion for a Conditional Use Permit. The request is consistent with the Comprehensive Plan, it doesn't have a negative impact on the public health, safety or welfare and it is compatible with the surrounding uses. Furthermore, the applicant is has agreed to the conditions that satisfy the additional performance standards listed in the R-1C Zoning District.

Planning Staff: Based on the information provided, staff recommends approval of the request with the conditions listed in the Resolution.

Engineering Staff: The Engineering Department has reviewed the request and recommends approval with the conditions listed in the Resolution.

Planning Commission: Also recommends approval of the request with the conditions listed in the attached resolution (7-0).

Attachments: Approval Resolution  
 Planning Commission Recommendation  
 Planning Staff Report

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

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

**RESOLUTION APPROVING A CONDITIONAL USE PERMIT TO CONSTRUCT A THREE-SEASON PORCH  
THAT WOULD INCREASE THE IMPERVIOUS COVERAGE ON THE LOT TO 29%.**

Charles Lund - Case No. 09-22C

**WHEREAS**, an application for a Conditional Use Permit has been submitted to construct a three-season porch that would increase the impervious coverage on the R-1C, Single Family Residential lot to 29%. This lot is located at 6135 Boyer Path and is legally described as follows:

**LOT 5, BLOCK 4, KRECHS KNOLLWOOD ESTATES, DAKOTA COUNTY, MINNESOTA**

**WHEREAS**, the aforescribed property is zoned R-1C, Single-family Residential;

**WHEREAS**, a public hearing concerning the conditional use permit was held before the Inver Grove Heights Planning Commission in accordance with Minnesota Statute, Section 462.357, Subdivision 3 on August 12, 2009;

**WHEREAS**, the request has been reviewed against Title 10, Chapter 3, Article A, Section 10-3A-5 regarding the criterion for a Conditional Use Permit and the request meets all of the standards.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS**, that a Conditional Use Permit to is approved with the following conditions:

1. The site shall be developed in substantial conformance with the site plan dated July 20, 2009 on file with the Planning Department or as modified herein.
2. The applicant/homeowner shall provide a storm water management system to mitigate the increased storm water runoff from the additional impervious surface being added which is above impervious space requirement of 25%, but under 30%, by current ordinance for allowable maximum impervious coverage in "R" districts
3. The amount of impervious surface area to be treated with a stormwater management system will be based on any additional impervious surface added to the property (about 168 square feet).

4. The temporary erosion control and permanent storm water management plan should capture and route storm water runoff in a manner that does not adversely impact the adjoining or downstream properties.
5. A Storm Water Management System shall be constructed within the property in accordance with the Best Management Practices design criteria as set forth in the Northwest Area Ordinances and Storm Water Manual.
6. 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.
7. The Storm Water Management System is considered a private system and the responsibility of maintenance is that of the owner.
8. Prior to issuance of a building permit, the applicant shall submit an executed storm water facilities maintenance agreement entered into between the applicant and City to address responsibilities and maintenance of the storm water system.
9. Prior to issuance of a building permit, 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. The City Engineer reserves the right to have both a cash escrow for expenses, fees, inspections and maintenance requirements and an additional construction escrow assuring the storm water facility is constructed properly.
10. Prior to the final inspection of the building permit, the storm water facility needs to be constructed in its entirety, vegetation planted, and approved by the Engineering Division. In addition, at the time of approval, the Engineering Division will document the type, size and location of the storm water facility for incorporating into the City's storm water maintenance program.

**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 14<sup>th</sup> day of September, 2009.

AYES:

NAYS:

ATTEST:

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

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

**RECOMMENDATION TO  
CITY OF INVER GROVE HEIGHTS**

**TO:** Mayor and City Council of Inver Grove Heights  
**FROM:** Planning Commission  
**DATE:** August 18, 2009  
**SUBJECT:** LUND - CASE NO. 09-22C

**Reading of Notice**

Commissioner Simon read the public hearing notice to consider the request for a conditional use permit to construct a three-season porch that would increase the impervious coverage to 29% for the property located at 6135 Boyer Path. 40 notices were mailed.

**Presentation of Request**

Jennifer Emmerich, Assistant Planner, explained the request as detailed in the report. She advised that the applicant would like to construct a 12' x 14' porch onto the rear of his existing home which is located in the R-1C, Single Family Residential Zoning District. Ms. Emmerich advised that staff feels the request is consistent with the comprehensive plan, would not have an adverse impact on City facilities, is compatible with the surrounding uses, and would not negatively impact public health, safety, or welfare. Staff recommends approval of the request with the conditions listed in the report. Ms. Emmerich advised that staff received two letters in support of the request and no letters of opposition.

**Opening of Public Hearing**

The applicant, Charles Lund, 6135 Boyer Path, advised he was available to answer any questions.

Chair Bartholomew asked if the applicant was in agreement with the conditions listed in the report, to which Mr. Lund replied in the affirmative.

**Planning Commission Discussion**

Commissioner Hark asked who would be responsible for soil testing to determine whether the stormwater maintenance facility would function within the assumed design parameters, to which Ms. Emmerich replied the City's engineering staff.

Commissioner Hark asked if language regarding the aforementioned testing should be listed in the conditions of approval, to which Commissioner Simon advised that Condition 9 assured that the system was correctly designed.

Commissioner Hark asked if staff was comfortable that the stormwater facility construction was covered by Condition 9, to which Ms. Emmerich replied in the affirmative.

**Planning Commission Recommendation**

Motion by Commissioner Simon, second by Commissioner Koch, to approve the request for a conditional use permit to construct a three-season porch that would increase the impervious coverage on the lot to 29%, for the property located at 6135 Boyer Path, with the conditions listed in the report.

Motion carried (7/0). This item goes to the City Council on September 14, 2009.



## **EVALUATION OF REQUEST:**

CONDITIONAL USE PERMIT. The City approved a temporary ordinance amendment allowing 25% impervious surface on a property; with a conditional use permit the impervious surface could be increased up to 30% 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.

The existing impervious surface on the lot is about 27%, including the proposed addition the impervious surface would increase to about 29%. The property owner has been made aware of the above criteria and the City's standard conditions for treating impervious surface.

Engineering The Engineering Department has reviewed the request. If the impervious surface conditional use permit is approved, it is recommended that the applicant shall provide a storm water management system to mitigate any additional impervious surface.

## **ALTERNATIVES**

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

**A. Approval** If the Planning Commission finds the Conditional Use Permit to exceed the impervious coverage standards to be acceptable, the Commission should recommend approval of the request with at least the following conditions:

1. The site shall be developed in substantial conformance with the site plan dated July 20, 2009 on file with the Planning Department or as modified herein.

2. The applicant/homeowner shall provide a storm water management system to mitigate the increased storm water runoff from the additional impervious surface being added which is above impervious space requirement of 25%, but under 30%, by current ordinance for allowable maximum impervious coverage in "R" districts
3. The amount of impervious surface area to be treated with a stormwater management system will be based on any additional impervious surface added to the property (about 168 square feet).
4. The temporary erosion control and permanent storm water management plan should capture and route storm water runoff in a manner that does not adversely impact the adjoining or downstream properties.
5. A Storm Water Management System shall be constructed within the property in accordance with the Best Management Practices design criteria as set forth in the Northwest Area Ordinances and Storm Water Manual.
6. 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.
7. The Storm Water Management System is considered a private system and the responsibility of maintenance is that of the owner.
8. Prior to issuance of a building permit, the applicant shall submit an executed storm water facilities maintenance agreement entered into between the applicant and City to address responsibilities and maintenance of the storm water system.
9. Prior to issuance of a building permit, 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. The City Engineer reserves the right to have both a cash escrow for expenses, fees, inspections and maintenance requirements and an additional construction escrow assuring the storm water facility is constructed properly.
10. Prior to the final inspection of the building permit, the storm water facility needs to be constructed in its entirety, vegetation planted, and approved by the Engineering Division. In addition, at the time of approval, the Engineering Division will document the type, size and location of the storm water facility for incorporating into the City's storm water maintenance program.

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

**RECOMMENDATION**

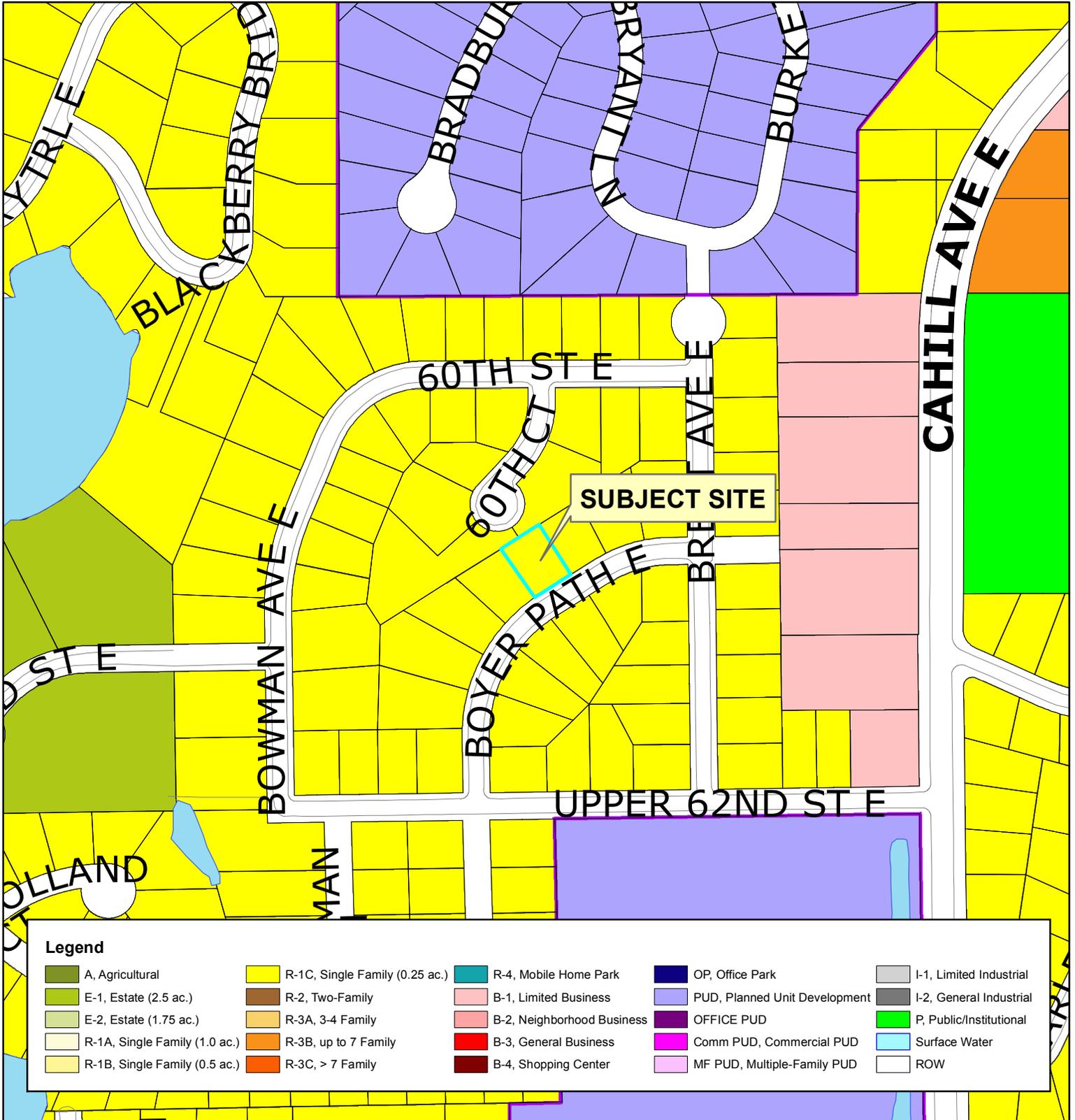
Based on the information in the preceding report and the conditions listed in Alternative A, staff is recommending approval of the request.

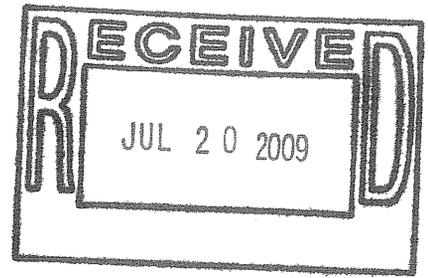
Attachments: Exhibit A - Location/Zoning Map  
Exhibit B - Applicant Narrative  
Exhibit C - Site Plan



# Location Map - Lund

## Case No. 09-22C





Statement

I am asking for conditional use permit.

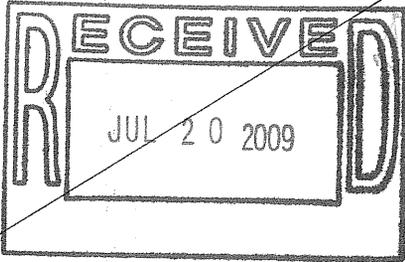
My lot is: 12,643 Sq. Ft.

I have 3470 Sq. Ft. of hard surface.

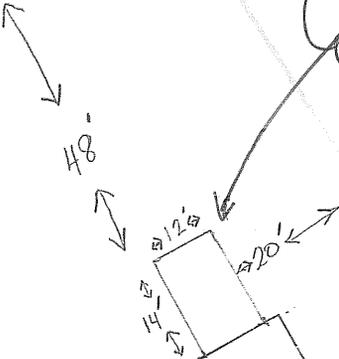
I am adding 168 Sq. Ft. (12' X 14') of hard surface for the purpose of a 3 season porch. This will greatly enhance my property and will also help reduce energy consumption.

I have met with engineering and will be installing a rain garden to treat the additional "Storm Water Runoff".

Exhibit B.



Porch Addition



6135 BOYER PATH

DRAFT

Exhibit C

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

CITY OF INVER GROVE HEIGHTS; Consider a Zoning Code Amendment relating to exterior building materials in the rural zoning districts (A, E-1, E-2).

Meeting Date: September 14, 2009  
Item Type: Regular Agenda  
Contact: Jenn Emmerich; 651.450.2553  
Prepared by: Jenn Emmerich, Asst. City Planner  
Reviewed by: 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 a zoning code amendment relating to exterior building materials in the rural zoning districts (A, E-1 and E-2).
  - Requires 3/5th's vote

SUMMARY

Background The City Council directed staff to hold a public hearing regarding changing the requirements relating to exterior building materials. Planning Commission held a public hearing on August 18, 2009.

Analysis The City Council asked staff to look into amending the exterior building materials section of the City Code. More specifically, Council wanted staff to focus on the section of the code pertaining to plastic hoop structures located in the rural zoning districts (A, E-1 and E-2). The City had received comments from residents regarding hoop structures in rural residential districts. The residents felt that they should not be prohibited in rural residential areas.

As a result, Council directed staff to consider allowing hoop structures in rural residential areas, provided they met certain standards regarding zoning districts, minimum acreage, maximum hoop structure size, additional setbacks, and number of hoop structures. Each of these standards is addressed in the attached Planning Report.

\*Note: The attached Ordinance reflects the new City Code nomenclature.

RECOMMENDATION

Planning Staff Recommends approval of this ordinance amendment.

Planning Commission Recommends approval of the request (7-0).

Parks and Recreation Not applicable.

Attachments Ordinance Amendment  
Planning Commission Recommendation  
Planning Report

**CITY OF INVER GROVE HEIGHTS**

**DAKOTA COUNTY, MINNESOTA**

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE AMENDING TITLE 10, CHAPTER 15, SECTION 10-15-17 (ZONING CODE – EXTERIOR BUILDING MATERIALS) OF THE CITY CODE.**

The City of Inver Grove Heights hereby ordains as follows:

SECTION 1. AMENDMENT. Inver Grove Heights City Code Title 10, Chapter 15, Section 10-15-17 is amended to read as set forth below.

Title 10, Chapter 15, Section 10-15-17. EXTERIOR BUILDING MATERIALS.

- A. Commercial, Industrial And Institutional Buildings: All exterior vertical surfaces of any principal or accessory structure in a B, I or P zoning district shall have an equally attractive or the same fascia as the front. At least fifty percent (50%) of the exterior vertical surface shall consist of one or a combination of the following or similar materials: brick veneer; sculptured, textured or concrete block or panels; natural wood siding; steel, aluminum or vinyl lap siding; natural stone or glass. A maximum of one-third ( $\frac{1}{3}$ ) of a building wall is permitted to have sheet or corrugated steel or aluminum finish.
- B. Residential Principal Structures:
  - 1. All exterior surfaces of a residential principal structure must be completed within one year of the issuance of a building permit. A six (6) month extension may be granted if a written request is submitted to the city planner ten (10) working days prior to the termination of the one year time limit.
  - 2. Exterior walls of all principal structures in all residential zoning districts (R, A, and E districts) must be covered only with siding (e.g., wood, vinyl, aluminum or

metal horizontal lap), stucco, brick, glass, composite plastic or other comparable material as approved by the city planner.

3. Cloth, fabric, canvas, plastic sheets, tarps, tarpaper, insulation, sheet metal and corrugated metal shall be prohibited as final covers for exterior walls and roofs for all principal structures in all residential zoning districts (R, A and E districts).

#### C. Residential Accessory Structures:

1. Completion Period: All exterior surfaces of a residential accessory structure must be completed within one year of beginning construction. A six (6) month extension may be granted if a written request is submitted to the city planner ten (10) working days prior to the termination of the one year time limit.

2. Allowed Materials: Exterior walls of all accessory structures in all residential zoning districts (R, A and E districts) must be covered only with siding (e.g., wood, vinyl, aluminum or metal horizontal lap), stucco, brick, glass, composite plastic or other comparable material as approved by the city planner. Provided, however, sheet metal, corrugated metal or shaped metal material may also be used to cover exterior walls of accessory structures under one hundred twenty (120) square feet in all residential zoning districts (R, A and E districts).

3. Prohibited Materials: Cloth, fabric, canvas, plastic sheets, tarps, tarpaper and insulation shall be prohibited as final covers for exterior walls and roofs for all accessory structures in all residential zoning districts (R, A and E districts). In all residential zoning districts (R, A and E districts), the placement or use of framing for hoop houses or other hoop designed apparatus, tent garages and other similar apparatus is prohibited, whether it is an accessory structure or an apparatus as described in subsection C5 of this section.

4. Conditional Use Permit: Except for structures under one hundred twenty (120) square feet, sheet metal, corrugated metal or shaped metal material used to cover exterior walls shall be prohibited on all residential detached accessory structures, unless a conditional use permit is approved for its use by the city council. A conditional use permit may only be issued by the city council for sheet metal, corrugated metal or shaped metal material siding for lots in the A or E-1 zoning districts, and only if the sheet metal, corrugated metal or shaped metal material siding has a thickness of at least 29-gauge, and comes with a manufacturer's warranty of at least twenty (20) years.

5. Apparatus: All limitations, restrictions, regulations, prohibitions and standards set forth in this subsection C relating to accessory structures shall also apply to the following:

Nonpermanent or movable apparatus or units, not permanently affixed to the ground, consisting of a frame that is to be used for or intended to be used for storage or other use. These include apparatus commonly known as hoop houses or other

hoop designed apparatus, tent garages and other similar apparatus.

The framing for hoop houses or other hoop designed apparatus, tent garages and other similar apparatus is prohibited, whether it is an accessory structure or an apparatus as described in this subsection C5.

6. Exceptions: The following are excluded from the requirements of this subsection C.

a. Playground equipment.

b. Camping tents and special event tents which are in place for less than five (5) days.

c. Commercial greenhouses.

d. Accessory structures to principal agricultural uses (i.e., farms, ranches, stables, greenhouses, nurseries, and uses deemed similar by the city council) in the A and E-1 zoning districts.

e. Accessory structures used as carports and nonpermanent or movable apparatus or units used as carports. (Ord. 1182, 9-8-2008)

f. Accessory structures and non-permanent or moveable apparatus may be placed and used and may be covered with cloth, fabric, canvas, plastic sheets or tarps if they meet the following:

- 1. Located on lots greater than or equal to 2.5 acres in the "A" and "E" Zoning Districts;
- 2. Maximum size of 500 square feet; and
- 3. Minimum setback of 50 feet from all property lines.

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:** August 18, 2009

**SUBJECT:** CITY OF INVER GROVE HEIGHTS – CASE NO. 09-23ZA

**Reading of Notice**

Commissioner Simon read the public hearing notice to consider the request for a zoning code amendment to amend Section 515.90, Subd. 18 and 19 regarding exterior building materials and accessory buildings. No notices were mailed.

**Presentation of Request**

Jennifer Emmerich, Assistant Planner, explained the request as detailed in the report. She advised that although the public hearing notice referred to both Subdivisions 18 and 19, staff was only amending Subd. 19 at this time. Ms. Emmerich advised that City Council asked staff to look into amending the section of the code pertaining to plastic hoop structures and to consider allowing them in rural residential areas provided they met certain standards. Staff looked at several criteria to ensure the structures would not have a negative impact on the neighborhood. The first criterion was zoning districts. Staff recommends allowing hoop structures in the Agricultural and Estate Zoning Districts where they would have the least amount of impact. Staff also looked at minimum lot size and is recommending allowing hoop structures on lots equal to or greater than 2.5 acres in size. Ms. Emmerich noted a correction in Section C.6.f.1. of Exhibit E of the report, stating it should read "Located on lots **equal to or** greater than 2.5 acres in the "A" and "E" Zoning Districts". Staff then looked at maximum structure size, and is recommending limiting the size to 500 square feet. Staff also looked at setbacks, and is recommending a 50 foot setback from all property lines. Lastly, staff is recommending the number of accessory structures remain as is in the current Zoning Ordinance. Staff recommends approval of the proposed language as listed in Exhibit E of the report.

**Opening of Public Hearing**

Chair Bartholomew asked if hoop structures would be considered an accessory building, to which Ms. Emmerich replied in the affirmative.

Chair Bartholomew asked what the maximum allowable size was for greenhouses, to which Ms. Emmerich replied there was no specific size limitation.

Chair Bartholomew noted the potential for a greenhouse to be quite large, to which Ms. Emmerich advised that greenhouses were allowed only in the Agricultural Zoning District by conditional use permit.

Chair Bartholomew asked what the logic was behind the decision to allow a maximum size of 500 square feet, to which Ms. Emmerich stated they felt that was appropriate as it was the approximate size of a two-car garage.

**Planning Commission Discussion**

Commissioner Koch asked if the hoop structures would be considered a permanent accessory structure, to which Ms. Emmerich replied in the affirmative.

Commissioner Koch asked if staff was concerned about the hoop structures tearing over time.

Ms. Emmerich replied that hoop structures required a building permit and would therefore have to adhere to State building code standards, including withstanding specific snow loads and wind speeds. She added that to her knowledge none of the existing hoop structures had sustained damage.

**Planning Commission Recommendation**

Motion by Commissioner Simon, second by Commissioner Koch, to approve a zoning code amendment to amend Section 515.90, Subd. 19, regarding exterior building materials and accessory buildings, as listed in Exhibit E of the report with the addition of the verbiage "equal to or" being added to Section C.6.f.1.

Motion carried (7/0). This matter goes to the City Council on September 14, 2009.

**P L A N N I N G   R E P O R T**  
**C I T Y   O F   I N V E R   G R O V E   H E I G H T S**

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**REPORT DATE:** August 13, 2009

**CASE NO:** 08-23ZA

**APPLICANT:** City of Inver Grove Heights

**REQUEST:** Exterior building materials ordinance amendment

**HEARING DATE:** August 18, 2009

**REVIEWING DIVISIONS:** Planning

**PREPARED BY:** Jennifer Emmerich  
Assistant City Planner

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**BACKGROUND**

The City Council directed staff to hold a public hearing regarding changing the requirements relating to exterior building materials.

**ANALYSIS**

The City Council asked staff to look into amending the exterior building materials section of the City Code. More specifically, Council wanted staff to focus on the section of the code pertaining to plastic hoop structures located in the rural zoning districts (A, E-1 and E-2). The City had received comments from residents regarding hoop structures in rural residential districts. The residents felt that they should not be prohibited in rural residential areas.

As a result, Council directed staff to consider allowing hoop structures in rural residential areas, provided they met certain standards regarding:

1. Certain Zoning Districts
2. Minimum acreage
3. Maximum hoop structure size
4. Additional setbacks
5. Number of hoop structures

Currently City Code prohibits hoop structures and other similar apparatus in all residential (rural or urban) zoning districts.

Staff reviewed the following criterion regarding a potential ordinance amendment:

- 1) Zoning Districts - Allow hoop structures in the "A" and "E" Zoning Districts (See Exhibit A - "Rural Residential Parcels in Inver Grove Heights", a map illustrating all parcels in the "A" and "E" Zoning Districts.)

- 2) Minimum Acreage – Allow hoop structures on lots greater than 2.5 acres (See Exhibit B – “Rural Residential Parcels Greater than 2.5 Acres in Inver Grove Heights”, a map illustrating all rural residential parcels greater than 2.5 acres.)
  - Lots less than 2.5 acres are more residential in nature, rather than agricultural
  - The hoop structures could potentially be more visible on the smaller lots.
- 3) Maximum Size – Limit the size to 500 square feet.
  - This is the approximate size of a two-car garage, which is a reasonable and acceptable building size
  - 1,000 square feet was also considered, but staff felt it was too large.
  - 500 square feet is proportionate to a typical residential house in the rural residential districts (Please see Exhibit C – Site Plan of a “Typical” 2.5 Acre Rural Residential Lot)
- 4) Setbacks – Require a 50 foot setback from all property lines
  - This is consistent with setbacks for larger accessory structures
  - A 50’ setback is adequate for screening
- 5) Number of Hoop Structures – Already addressed with current ordinance
  - The number of accessory structures is already addressed in the residential zoning ordinance standards. Property owners are allowed to have two accessory buildings on lots greater than five acres and one accessory building on lots less than five acres.

**Current Regulations.** Exterior building materials are currently addressed in Section 515.90 Subd. 19 of the City Code. The code specifies exterior building materials for all buildings and it requires that all exterior surfaces be completed within one year of issuance of a building permit.

Information on allowed structure sizes, heights and setbacks is summarized on the attached document titled Exhibit D – “Single Family Residential Building Info”.

**Proposed Ordinance Language.** Upon reviewing all of the supporting information, staff has prepared an ordinance amendment to Section 515.90 Subd. 19 – Exterior Building Materials, which would allow plastic hoop structures if they meet certain criterion. The specific language is contained in Subd. 19. C.6. Exceptions. f.

## **ALTERNATIVES**

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

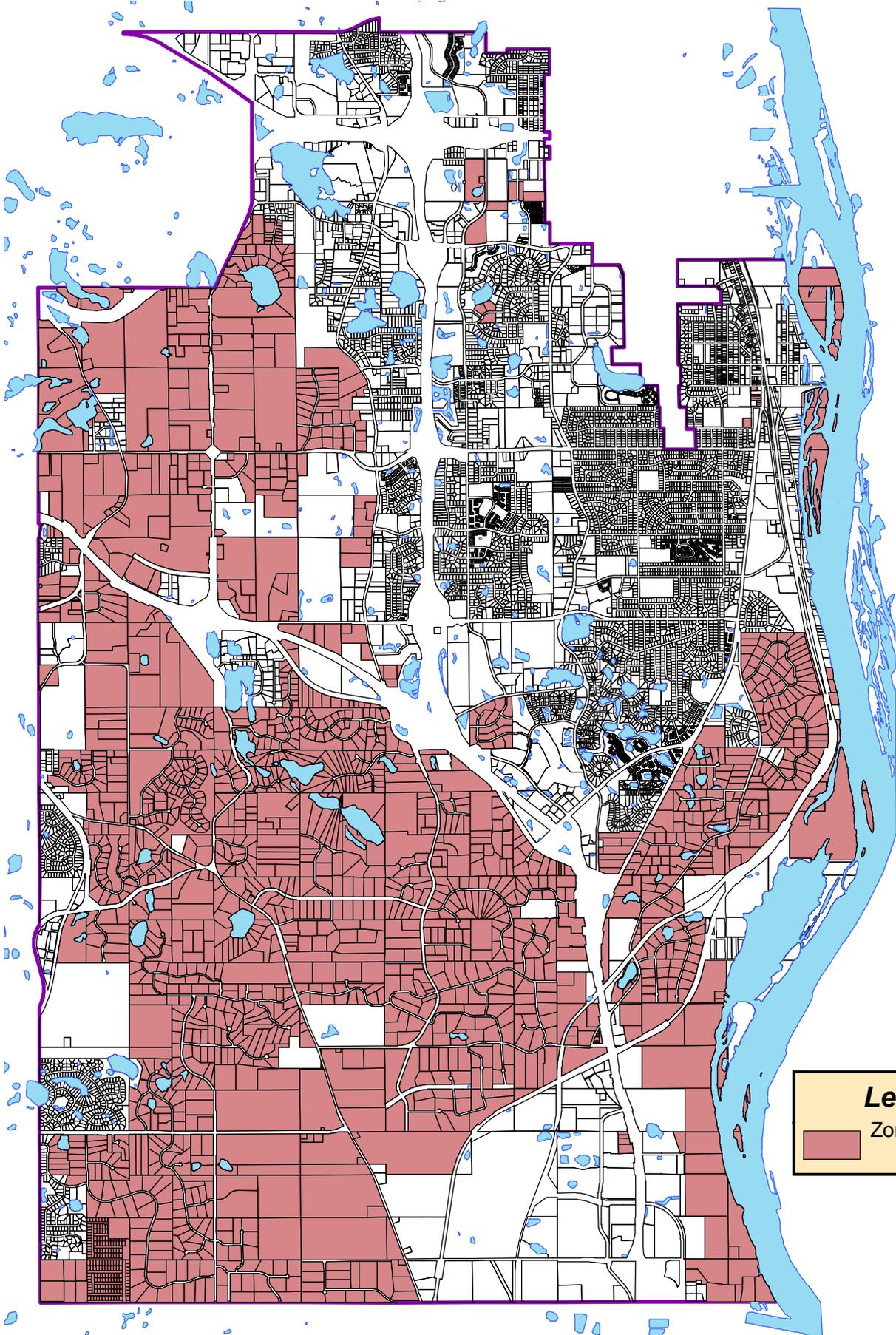
- A. **Approval.** If the Planning Commission finds the proposed amendment language to be acceptable, the Commission could recommend adoption of the attached ordinance amendment.
- B. **Modified Approval.** If the Planning Commission finds it acceptable to change the ordinance, but is not in agreement 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 shown in Exhibit E.

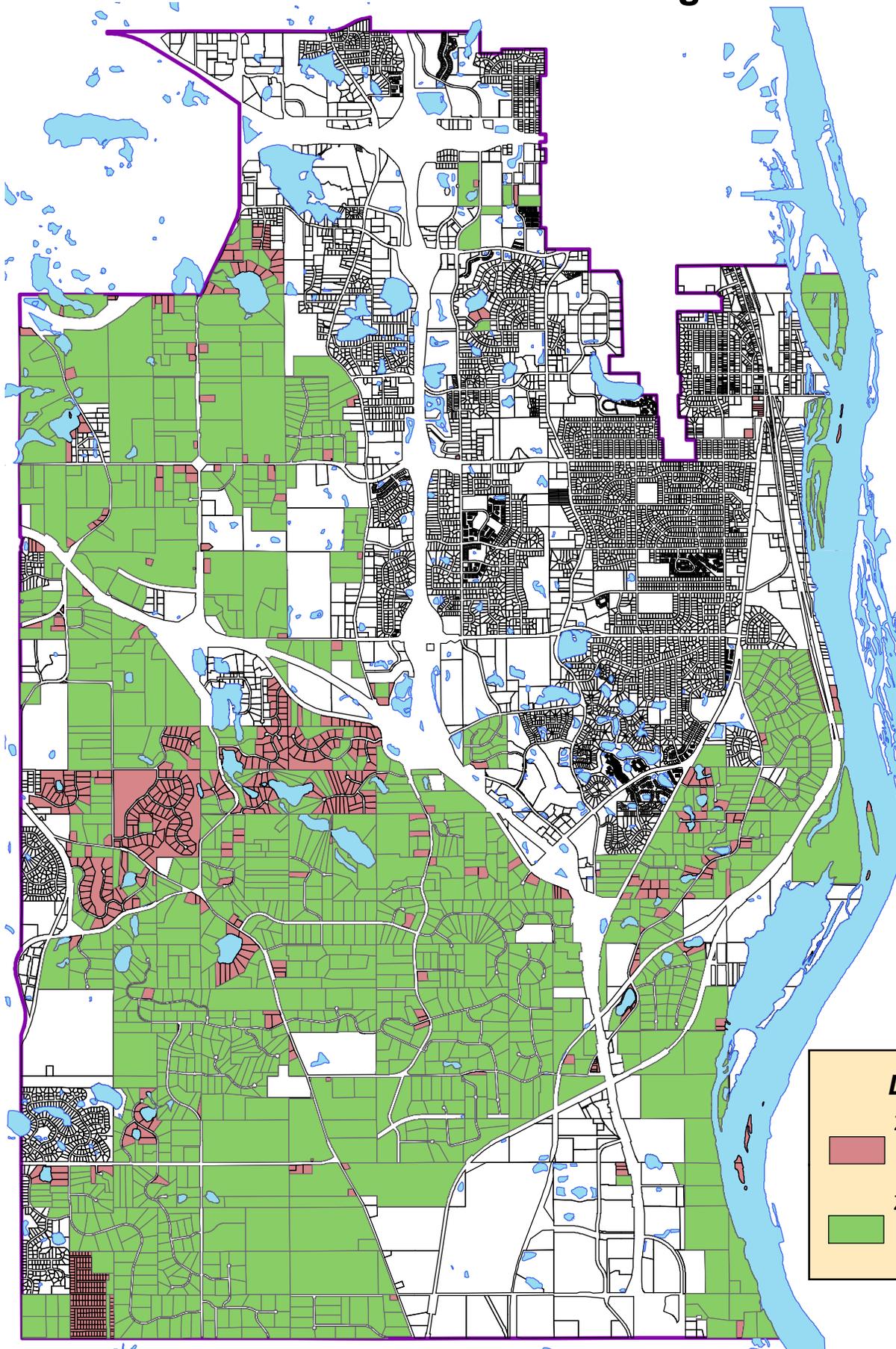
Attachments: Exhibit A – Rural Residential Parcels in Inver Grove Heights  
Exhibit B – Rural Residential Parcels Greater than 2.5 Acres in Inver Grove Heights  
Exhibit C – Site Plan of a "Typical" 2.5 Acre Rural Residential Lot  
Exhibit D – Single Family Residential Building Info  
Exhibit E – Proposed Ordinance Amendment

# Rural Residential Parcels in Inver Grove Heights



**Legend**  
Zoning Districts:  
A, E-1 & E-2

# Rural Residential Parcels Greater than 2.5 Acres in Inver Grove Heights



**Legend**

Zoning Districts:  
A, E-1 & E-2 &  
< 2.5 Acres

Zoning Districts:  
A, E-1 & E-2 &  
>= 2.5 Acres



# Site Plan of a "Typical" 2.5 Acre Rural Residential Lot



# SINGLE FAMILY RESIDENTIAL BUILDING INFO

## *City of Inver Grove Heights*

### **Agricultural (A) District:**

#### Principal Structures Setbacks:

Front: 30'  
Rear: 60'  
Side: 25'

#### Accessory Structure Setbacks:

Front: 30'  
Rear: 60'  
Side:  
Building  $\leq$  1,000 s.f.: 25'  
Building  $>$  1,000 s.f.: 50'

#### Max Allowed Accessory Structure Size:

Lot size  $\geq$  5 acres: 2,400 s.f.  
Lot size  $\geq$  2.5, but  $<$  5 acres: 1,600 s.f.  
Lot size  $<$  2.5 acres: 1,000 s.f.

#### Max Number of Accessory Structures:

Lot size  $\geq$  5 acres: 2  
Lot size  $\geq$  2.5, but  $<$  5 acres: 1  
Lot size  $<$  2.5 acres: 1

Max Accessory Structure Height: 25'

### **Estate (E-1) District:**

#### Total Max Building Coverage:

$>$  of 5% of lot area or 4,000 s.f.

#### Principal Structures Setbacks:

Front: 30'  
Rear: 50'  
Side: 10'

#### Accessory Structure Setbacks:

Front: 30'  
Rear: 50'  
Side:  
Building  $\leq$  1,000 s.f.: 10'  
Building  $>$  1,000 s.f.: 50'

#### Max Allowed Accessory Structure Size:

Lot size  $\geq$  5 acres: 2,400 s.f.  
Lot size  $\geq$  2.5, but  $<$  5 acres: 1,600 s.f.  
Lot size  $<$  2.5 acres: 1,000 s.f.

#### Max Number of Accessory Structures:

Lot size  $\geq$  5 acres: 2  
Lot size  $\geq$  2.5, but  $<$  5 acres: 1  
Lot size  $<$  2.5 acres: 1

Max Accessory Structure Height: 25'

### **Estate (E-2) District:**

#### Principal Structures Setbacks:

Front: 30'  
Rear: 50'  
Side: 10'

#### Accessory Structure Setbacks:

Front: 30'  
Rear: 50'  
Side: 10'

#### Total Max Building Coverage:

Lot Size  $\geq$  5 acres: 5% of lot area  
Lot Size  $<$  5 acres: 4,000 s.f.

#### Accessory Structure Standards:

Max Number: 1  
Max Size: 1,000 s.f.  
Max Height: 25'

### **Single Family Residential (R-1A, B, C) District:**

#### Principal Structures Setbacks:

Front: 30'  
Rear: 30'  
Side: 10'

#### Maximum Impervious Surface:

20% of the lot area

#### Accessory Structure Setbacks:

Front: 30'  
Rear: 8'  
Side: 5'

Max Accessory Structure Size: 1,000 s.f.

Max Accessory Structure Height: 25'

Max Number: 1

\***Accessory Structures** include sheds and detached garages. All accessory structures under 120 s.f. do not require a building permit, but must comply with the standards listed above. Additionally, exterior building requirements can be found on the reverse side.

# **EXTERIOR BUILDING MATERIALS INFORMATION**

*City of Inver Grove Heights*

*Effective October 3, 2008*

The following regulations regarding exterior building materials applies to all structures in all residential zoning districts ("R", "E" and "A" districts).

## **Allowed Exterior Building Materials**

- Siding (e.g. wood , vinyl, aluminum or metal horizontal lap)
- Stucco
- Brick
- Glass
- Composite plastic
- Other comparable material as approved by the City Planner
- For accessory buildings under 120 square feet: Metal
- With a Conditional Use Permit in the "A" and "E-1" Zoning Districts: Sheet metal, corrugated metal or shaped metal material

## **Prohibited Buildings Materials:**

- Cloth
- Fabric
- Canvas
- Plastic sheets
- Tarps
- Tarpaper
- Insulation

## **Exempted Structures:**

- Playground equipment
- Camping tents and special event tents which are in place for less than five days
- Commercial greenhouses
- Accessory structures to principal agricultural uses
- Carports

**\*\*Hoop Structures** and the frames for hoop structures, regardless of size, are prohibited.

## Exhibit E

### **Subd. 19. Exterior Building Materials. (Ord. 1182; adopted 9/8/08)**

- A. Commercial, Industrial and Institutional Buildings. All exterior vertical surfaces of any principal or accessory structure in a “B”, “I” or “P” Zoning District shall have an equally attractive or the same fascia as the front. At least 50% of the exterior vertical surface shall consist of one or a combination of the following or similar materials: brick veneer; sculptured, textured or concrete block or panels; natural wood siding; steel, aluminum or vinyl lap siding; natural stone or glass. A maximum of one-third of a building wall is permitted to have sheet or corrugated steel or aluminum finish.
- B. Residential - Principal Structures.
1. All exterior surfaces of a residential principal structure must be completed within one year of the issuance of a building permit. A six month extension may be granted, if a written request is submitted to the City Planner 10 working days prior to the termination of the one year time limit.
  2. Exterior walls of all principal structures in all residential zoning districts (“R”, “A” and “E” Districts) must be covered only with siding (e.g. wood, vinyl, aluminum or metal horizontal lap), stucco, brick, glass, composite plastic or other comparable material as approved by the City Planner.
  3. Cloth, fabric, canvas, plastic sheets, tarps, tarpaper, insulation, sheet metal and corrugated metal shall be prohibited as final covers for exterior walls and roofs for all principal structures in all residential zoning districts (“R”, “A” and “E” Districts).
- C. Residential - Accessory Structures.
1. All exterior surfaces of a residential accessory structure must be completed within one year of beginning construction. A six month extension may be granted, if a written request is submitted to the City Planner 10 working days prior to the termination of the one year time limit.
  2. Exterior walls of all accessory structures in all residential zoning districts (“R”, “A” and “E” Districts) must be covered only with siding (e.g. wood, vinyl, aluminum or metal horizontal lap), stucco, brick, glass, composite plastic or other comparable material as approved by the City Planner. Provided, however, sheet metal, corrugated metal or shaped metal material may also be used to cover exterior walls of accessory structures under 120 square feet in all residential zoning districts (“R”, “A” and “E” Districts).
  3. Cloth, fabric, canvas, plastic sheets, tarps, tarpaper and insulation shall be prohibited as final covers for exterior walls and roofs for all accessory structures in all residential zoning districts (“R”, “A” and “E” Districts). In all residential zoning districts (“R”, “A” and “E” Districts), the placement or use of framing for hoop houses or other hoop-designed apparatus, tent garages and other similar apparatus is prohibited, whether it is an accessory structure or an apparatus as described in Section 515.90 Subd. 19.C.5.

4. Except for structures under 120 square feet, sheet metal, corrugated metal or shaped metal material used to cover exterior walls shall be prohibited on all residential detached accessory structures, unless a conditional use permit is approved for its use by the City Council. A conditional use permit may only be issued by the City Council for sheet metal, corrugated metal or shaped metal material siding for lots in the “A” or “E-1” Zoning Districts, and only if the sheet metal, corrugated metal or shaped metal material siding has a thickness of at least 29 gauge, and comes with a manufacturer’s warranty of at least 20 years.
5. All limitations, restrictions, regulations, prohibitions and standards set forth in this Section 515.90 Subd. 19.C. relating to accessory structures shall also apply to the following:

Non-permanent or moveable apparatus or units, not permanently affixed to the ground, consisting of a frame that is to be used for or intended to be used for storage or other use. These include apparatus commonly known as hoop houses or other hoop-designed apparatus, tent garages and other similar apparatus.

The framing for hoop houses or other hoop-designed apparatus, tent garages and other similar apparatus is prohibited, whether it is an accessory structure or an apparatus as described in this Section 515.90 Subd. 19.C.5.

6. Exceptions. The following are excluded from the requirements of Section 515.90 Subd. 19.C.
  - a. Playground equipment
  - b. Camping tents and special event tents which are in place for less than five days
  - c. Commercial greenhouses
  - d. Accessory structures to principal agricultural uses (i.e. farms, ranches, stables, greenhouses, nurseries, and uses deemed similar by the City Council) in the “A” and “E-1” Zoning District.
  - e. Accessory structures used as carports and non-permanent or moveable apparatus or units used as carports
  - f. Accessory structures and non-permanent or moveable apparatus may be covered with cloth, fabric, canvas, plastic sheets or tarps if they meet the following criteria:**
    - 1. Located on lots greater than or equal to 2.5 acres in the “A” and “E” Zoning Districts;**
    - 2. Maximum size of 500 square feet; and**
    - 3. Minimum setback of 50 feet from all property lines.**

**CITY OF INVER GROVE HEIGHTS**

**REQUEST FOR COUNCIL ACTION**

Consider Approval of Tree Planting Plan for Portions of Heritage Village Park

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Meeting Date: September 9, 2009  
 Item Type: Regular Agenda  
 Contact: Mark Borgwardt – 651.450.2581  
 Prepared by: Mark Borgwardt  
 Reviewed by: Eric Carlson – Parks & Recreation

**Fiscal/FTE Impact:**

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

**PURPOSE/ACTION REQUESTED**

Approve Fall 2009/Spring 2010 tree planting plan for \$42,700 + tax (Gerten’s) and Fall 2009 seeding plan for \$39,087 + tax (Heikes) for Heritage Village Park with funding from Park Dedication and Development Fund (Fund 402). Total for tree and seeding plan is \$81,787+ tax.

**SUMMARY**

Tree plan as prepared by Parks staff and EOR staff is as follows:

Area 1: Plantings along 2500’ of MRRT under power lines.

- 25- Hawthorn
- 25- Serviceberry
- 25- Techny Arborvitae
- 25 Crabapple Cultivar

These species grow less than 20’ tall.

Area 2: Planting in prairie and west berm along R.R. tracks

- 20- Burr Oak
- 20-White Oak
- 20- Swamp White Oak
- 20- Honey Locust
- 20- Black Hills Spruce

These trees are typical in Oak Savanna

Area 3: North berm along Gun Club

- 20- Hackberry
- 20- White Birch
- 20- Maple (mix)
- 20- Thorned Hawthorn
- 20- Oak (mix)

EOR will work with Parks staff to plan placement of trees for orderly development of park. Staff received a total of three quotes with the low quote presented by Gertens. All plant material includes installation by contractor, mulch, watered with one year warranty.

Area 1 cost	\$13,500
Area 2 cost	\$15,200
Area 3 cost	<u>\$14,000</u>
<b>TOTAL</b>	<b>\$42,700</b>

Seeding plan and costs are as follows:

RR berm: 3.5 acres or 16,940 sq. yds

- MNDOT 350 prairie seed mix and Flexterra Hydro Mulch at \$1.74 sq. yd.
- Total for above is \$29,475

Balance of park including lot along Doffing minus crushing operation and access road:

- 23 acres
- Development Seed, Mulch, Anchor and Fertilize at \$420 per acre.
- Total for above is \$9,660

TOTAL seeding costs are: \$39,087

Summary of tree planting and seeding costs:

Tree planting	\$42,700
Seeding	<u>\$39,087</u>
<b>TOTAL</b>	<b>\$81,787</b>

Recommend funding tree planting and seeding of Heritage Village Park this fall for the sum of \$81,787 + tax with funding from Park Dedication and Development Fund.



CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

**Resolutions Calling for Hearing on Proposed Assessments and Declaring Costs to be Assessed and Ordering Preparation of Proposed Assessments for 2008 Pavement Management Program – 2008 Urban Street Reconstruction South Grove Area 3 – City Project No. 2008-09D**

Meeting Date: September 14, 2009  
 Item Type: Consent  
 Contact: Steve W. Dodge, 651.450.2541 *SWP*  
 Prepared by: Steve W. Dodge, Asst. City Engineer  
 Reviewed by: Scott D. Thureen, Public Works Director *SDT*

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

**PURPOSE/ACTION REQUESTED**

Consider a resolution calling for hearing on proposed assessments and a resolution declaring the costs to be assessed and ordering preparation of the proposed assessments for 2008 Pavement Management Program – 2008 Urban Street Reconstruction South Grove Area 3 – City Project No. 2008-09D.

**SUMMARY**

This project has been completed and an assessment hearing is proposed for October 12, 2009.

The project assessments incorporate both a mill and overlay portion and a street reconstruction portion of the 2008 Urban Street Reconstruction South Grove Area 3 – City Project No. 2008-09D.

I recommend adopting the attached resolutions calling for a hearing on the proposed assessment, declaring the costs to be assessed and ordering preparation of the proposed assessments for City Project No. 2008-09D – Urban Street Reconstruction, South Grove Area 3.

SDT/kf  
 Attachments: Resolutions

CITY OF INVER GROVE HEIGHTS  
DAKOTA COUNTY, MINNESOTA

RESOLUTION CALLING FOR HEARING ON PROPOSED ASSESSMENTS

2008 PAVEMENT MANAGEMENT PROGRAM  
CITY PROJECT NO. 2008-09D – URBAN STREET RECONSTRUCTION SOUTH GROVE AREA 3

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

**WHEREAS**, by a resolution of the City Council on Monday, September 14, 2009, the City Clerk was directed to prepare proposed assessments of the costs of the improvements as follows:

**2008 Pavement Management Program**

**City Project No. 2008-09D - Urban Street Reconstruction South Grove Area 3**

**WHEREAS**, the project includes a mill and overlay portion and a street reconstruction portion;  
and

**WHEREAS**, the City Clerk has notified the City Council that such assessments have been completed and filed in the City Clerk's Office for public inspection.

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

1. A hearing shall be held on the 12<sup>th</sup> day of October 2009, in the City Council Chambers, 8150 Barbara Avenue at 7:30 p.m., to pass upon the proposed assessments; and, at such time and place, all persons owning property affected by such improvements shall be given an opportunity to be heard with reference to such assessments.
2. The City Clerk is hereby directed to cause a notice of hearing on the proposed assessments to be published once in the official newspaper and to be mailed to the owner of each parcel described in the assessment roll.

Adopted by the City Council of Inver Grove Heights, Minnesota this 14<sup>th</sup> day of September 2009.

AYES:

NAYS:

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

ATTEST:

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

CITY OF INVER GROVE HEIGHTS  
DAKOTA COUNTY, MINNESOTA

RESOLUTION DECLARING COSTS TO BE ASSESSED AND ORDERING PREPARATION OF  
PROPOSED ASSESSMENTS

2008 PAVEMENT MANAGEMENT PROGRAM  
CITY PROJECT NO. 2008-09D – URBAN STREET RECONSTRUCTION SOUTH GROVE AREA 3

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

**WHEREAS**, by a resolution of the City Council on Monday, September 14, 2009, the City Clerk was directed to prepare proposed assessments of the costs of the improvements as follows:

2008-09D     Pavement Management Program  
                  City Project No. 2008-09D - Urban Street Reconstruction South Grove  
                  Area 3

**WHEREAS**, the project incorporates a mill and overlay portion and a street reconstruction portion; and

**WHEREAS**, the total final project cost is \$3,669,953.15.

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

1. The amount to be specially assessed for City Project No. 2008-09D is hereby declared to be \$1,917,048.89.
2. The City Clerk, with the assistance of the Public Works Director, shall forthwith calculate the proper amount to be specially assessed for such improvement against every assessable lot, piece or parcel of land within the district affected, without regard to cash valuation, as provided by law, and shall be filed in the City Clerk's office for public inspection.

Adopted by the City Council of Inver Grove Heights, Minnesota this 14<sup>th</sup> day of September 2009.

AYES:

NAYS:

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

ATTEST:

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

## CITY OF INVER GROVE HEIGHTS

## REQUEST FOR COUNCIL ACTION

**Acceptance of Quotes and Award of Contracts for City Project Nos. 2009-12 through 2009-18 – 2009 Storm Water Facility Maintenance Program**

Meeting Date: September 14, 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

SAF

**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 resolution awarding multiple contracts for City Project Nos. 2009-12 through 2009-18 – 2009 Storm Water Facility Maintenance Program.

**SUMMARY**

The City is required by our MS4 Permit to conduct inspections of the storm water facilities in the community. These inspections were conducted in 2008, which identified a number of storm water facilities (i.e. flared end sections, pond skimmers, pond inlets/outlets, etc.) which are in need of maintenance to keep the storm water management system functioning properly. The maintenance items were reviewed in 2009 and seven maintenance zones were established for work which required heavy duty equipment that local contractors have. A map of these seven zones is attached. The zones were established with budgets that would allow the work to be distributed to multiple contractors that were solicited to present quotes for the work. A minimum of three contractors were solicited to quote the work in each zone. The contractors that were invited to quote include the following: Arcon Construction, Dahn Construction, Danner, Inc., Scherff Excavating, Total Construction and Total Repair.

The Engineering Division has reviewed the quotes received and reviewed the contractors proposed “means and methods of construction.” This maintenance program is generally occurring on public easements on private property. The contractors have been required to utilize means and methods that result in the least amount of disturbance to the residents. The work is proposed to start after September 15, 2009 and be completed by mid-October 2009. The program has been developed to secure multiple contractors to meet the goals of minimal disruption and schedule.

The following contractors are recommended for the 2009 storm water facility maintenance program based on their quotes and their means and methods.

<u>Project No.</u>	<u>Zone</u>	<u>Contractor</u>	<u>Base Quote</u>
2009-12	1	Total Construction	\$16,961.60
2009-13	2	Total Construction	\$15,747.90
2009-14	3	Arcon Construction	\$15,784.00
2009-15	4	Total Repair	\$13,589.43
2009-16	5	Arcon Construction	\$25,469.00
2009-17	6	Total Repair	\$ 8,863.71
2009-18	7	Total Repair	<u>\$ 7,216.34</u>
<b>Total Program Cost</b>			<b>\$103,631.98</b>

Alternate bids for clearing and grubbing in each zone were also received. These alternate bids will not be awarded because the Public Works Street Maintenance Division has been able to do the clearing. The Engineer’s estimate for this maintenance program is \$124,965.

I recommend that the City Council adopt the resolution accepting the quotes and awarding the base quotes for City Project Nos. 2009-12 through 2009-18 as summarized above for a total program amount of \$103,631.98. This work is funded from the Street Maintenance Division budget (101-5200-443.40-47).

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

**RESOLUTION ACCEPTING QUOTES AND AWARDING CONTRACTS FOR THE 2009 STORM WATER  
FACILITY MAINTENANCE PROGRAM – ZONES 1 THROUGH 7  
CITY PROJECT NOS. 2009-12, 2009-13, 2009-14, 2009-15, 2009-16, 2009-17, AND 2009-18**

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

**WHEREAS**, pursuant to a request for quotes for the 2009 Storm Water Facility Maintenance Program, Zones 1 through 7, quotes were received, opened, read aloud, and tabulated according to law. The following quotes (as attached) were received.

**WHEREAS**, Total Construction, is the apparent low bidder for City Project No. 2009-12 – Zone 1, 2009 Storm Water Facility Maintenance Program in the amount of \$16,961.60; and

**WHEREAS**, Total Construction, is the apparent low bidder for City Project No. 2009-13 – Zone 2, 2009 Storm Water Facility Maintenance Program in the amount of \$15,747.90; and

**WHEREAS**, Arcon Construction, is the apparent low bidder for City Project No. 2009-14 – Zone 3, 2009 Storm Water Facility Maintenance Program in the amount of \$15,784.00; and

**WHEREAS**, Total Repair, is the apparent low bidder for City Project No. 2009-15 – Zone 4, 2009 Storm Water Facility Maintenance Program in the amount of \$13,589.43; and

**WHEREAS**, Arcon Construction, is the apparent low bidder for City Project No. 2009-16 – Zone 5, 2009 Storm Water Facility Maintenance Program in the amount of \$25,469.00; and

**WHEREAS**, Total Repair, is the apparent low bidder for City Project No. 2009-17 – Zone 6, 2009 Storm Water Facility Maintenance Program in the amount of \$8,863.71; and

**WHEREAS**, Total Repair, is the apparent low bidder for City Project No. 2009-18 – Zone 7, 2009 Storm Water Facility Maintenance Program in the amount of \$7,216.34; and

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

1. The Mayor and Clerk are hereby authorized and directed to enter into contracts with Total Construction for City Project Nos. 2009-12 (Zone 1) and 2009-13 (Zone 2); Arcon Construction for City Project Nos. 2009-14 (Zone 3) and 2009-16 (Zone 5); and Total Repair for City Project Nos. 2009-15 (Zone 4); 2009-17 (Zone 6) and 2009-18 (Zone 7) in the name of the City of Inver Grove Heights according to plans and specifications.
2. The City Clerk is hereby authorized and directed to return, forthwith, to all quoters, the deposits made with their quotes except for the deposit of the successful quoter until the contract has been signed.
3. Project financing shall be provided in the Street Maintenance budget (101-5200-443.40-47).

Adopted by the City Council of Inver Grove Heights this 14<sup>th</sup> day of September 2009.

AYES:  
NAYS:

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

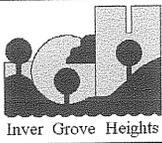
ATTEST:

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

## 2009 STORM WATER FACILITY MAINTENANCE PROGRAM

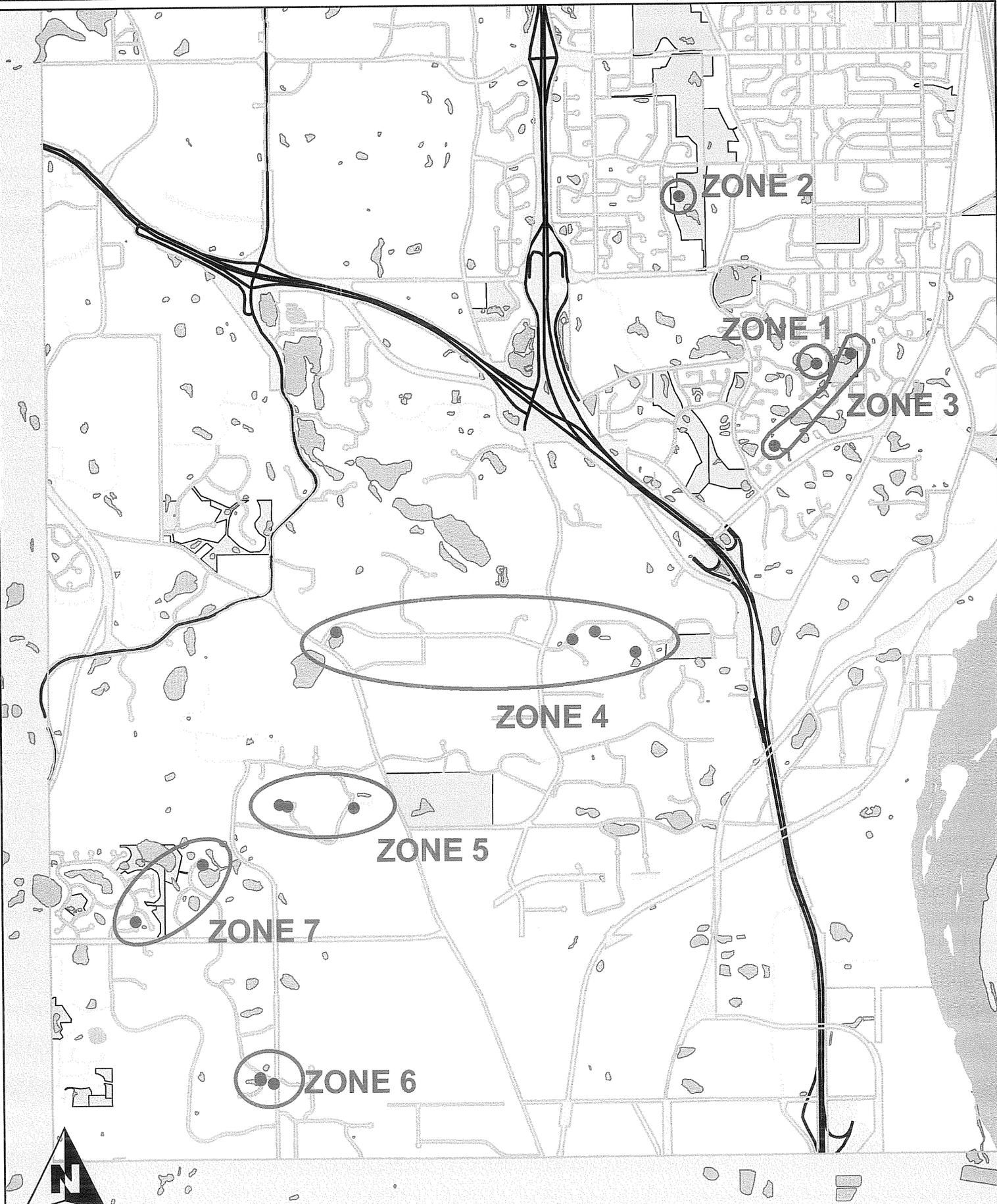
	ARCON	DAHN	DANNER*	SCHERFF	TOTAL CONSTRUCTION	TOTAL REPAIR
BID BOND	OK		OK	OK	OK	OK
ADDENDUM	OK		OK	OK	OK	OK
NARRATIVE						
ZONE 1	\$23,078.00		\$19,128.00		\$16,961.60	
ZONE 1 + ALTERNATE	\$25,078.00		\$19,528.00		\$17,461.60	
ZONE 2			\$19,352.00		\$15,747.90	
ZONE 2 + ALTERNATE			\$20,352.00		\$16,747.90	
ZONE 3	\$15,784.00		\$12,975.00			
ZONE 3 + ALTERNATE	\$16,784.00		\$13,275.00			
ZONE 4	\$31,514.00				\$17,294.70	\$13,589.43
ZONE 4 + ALTERNATE	\$32,514.00				\$18,294.70	\$0.00
ZONE 5	\$25,469.00					
ZONE 5 + ALTERNATE	\$27,469.00					
ZONE 6			\$15,920.00		\$24,331.00	\$8,863.71
ZONE 6 + ALTERNATE			\$16,220.00		\$25,066.00	\$0.00
ZONE 7					\$14,684.00	\$7,216.14
ZONE 7 + ALTERNATE					\$14,884.00	\$0.00

\*Quotes indicated Danner, Inc. would only accept work if all zones he quoted were awarded.



# 2009 Storm Water Facility Maintenance Program

INDEX  
MAP



**CITY OF INVER GROVE HEIGHTS**

**REQUEST FOR COUNCIL ACTION**

Proposed 2010 Tax Levies and Proposed 2010 Budgets

Meeting Date: September 14, 2009  
 Item Type: Regular Agenda  
 Contact: Ann Lanoue 651.450.2517  
 Prepared by: Ann Lanoue, Finance Director  
 Reviewed by: Ann Lanoue

**Fiscal/FTE Impact:**

- |   |                                    |
|---|------------------------------------|
|   | None                               |
|   | Amount included in current budget  |
|   | Budget amendment requested         |
|   | FTE included in current complement |
|   | New FTE requested – N/A            |
| x | Other – 2010 Budget                |

**PURPOSE/ACTION REQUESTED**

To approve resolutions adopting proposed 2010 tax levies and budgets and announce the date for the regularly scheduled meeting where the budget will be discussed.

**SUMMARY**

The City must adopt the proposed 2010 tax levies and proposed budgets on or before September 15, 2009. The tax levies and the date for the regularly scheduled public meeting where the budget will be discussed must be certified to Dakota County by the same date.

The budgets at this point are still proposed and will change during the forthcoming budget meetings and prior to final adoption in December. The General Fund Budget as proposed is 2% less than the 2009 amended budget. This fund is mainly supported by the tax levy. The tax levies can be reduced, but not increased after the proposed levies have been certified.

The proposed budget was distributed to the City Council on August 7 and a study session was held on August 10. At the time of this meeting we were waiting to receive the amount of the levy we are permitted to levy under levy limits from the Department of Revenue. We were also awaiting the net tax capacity value for our tax increment financing districts. We now have both pieces of information. The levy limit calculated by the Department of Revenue is \$86,589 greater than my calculation in August. This is due to two factors I did not have. Since the IPD was so low these other factors had more of an impact on the levy limit calculation than in previous years. We are still proposing that you levy the amount we discussed in August with my original estimate. The city-wide proposed tax levies are \$671,531 or 4.41% greater than in 2009 with an estimated 12.42% increase in the tax rate. \$404,000 of this levy is for debt service on the G.O. Capital Improvement Bonds, 2009A which were sold to finance the Public Safety Addition and City Hall Remodeling project. The tax rate is lower than the original calculation of 12.75% due to the decrease in the tax capacity for our TIF districts which is subtracted from the city's tax capacity. With the decrease in market values and tax capacity of residential properties, this increase would only have a minimal impact to residential property owners for city taxes. I have attached a revised Exhibit D showing the effect of this proposed tax levy for selected properties in Inver Grove Heights.

In addition to approving the resolutions for the 2010 proposed tax levies and proposed budget the Council also needs to state the time and place of regularly scheduled meeting(s) at which the budget and levy will be discussed and the final budget and levy determined. This meeting must be held after 6:00 p.m. between November 25 and December 26. The public must be allowed to speak. We are proposing this be done at the regularly scheduled meeting on December 14, 2009. Following the public hearing, the Council will be able to adopt the final budgets and tax levy. The final levy must be certified to Dakota County by December 28.

We will be discussing these budgets at four study meetings between now and the regularly scheduled public meeting where the budget will be discussed on December 14.

**CITY OF INVER GROVE HEIGHTS  
2010 BUDGET  
Effects of Property Tax Changes on Selected Properties  
For Estimated Pay 2010 Tax Levies**

	2009		2010		At Est Full Levy Limit Updated for TIF Tax Cap Includes Bldg Bonds & Both Unallotments	
	Tax Capacity	City Tax	Tax Capacity	% Change	12.42%	% Change
Residential	173,000	563.20	155,200	-10.29%	561.96	-0.22%
Residential	308,900	1,129.94	279,300	-9.58%	1,137.10	0.63%
Business	603,700	2,766.23	601,100	-0.43%	3,087.55	11.62%
Business	3,098,500	14,953.86	3,098,300	-0.01%	16,808.85	12.40%
Residential	462,900	1,753.37	407,500	-11.97%	1,729.10	-1.38%
Residential	414,000	1,568.15	370,800	-10.43%	1,562.47	-0.36%
Residential	2,803,200	12,798.98	2,592,000	-7.53%	13,263.98	3.63%
Effect on Tax Levy: Dollars Percentage					\$ 671,531 4.41%	

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

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

**RESOLUTION ADOPTING THE PROPOSED TAX LEVY FOR THE YEAR 2010**

**BE IT RESOLVED, BY THE CITY COUNCIL OF INVER GROVE HEIGHTS AS FOLLOWS:** There is a proposed tax levied upon taxable property in the City of Inver Grove Heights payable in 2010 for the following purposes in the following amounts:

General Operating Fund	\$ 9,217,316
PERA Special Levy	73,100
Police & Fire Special Levy	4,529,100
2008 Aid Unallotment Special Levy	263,211
2009 Aid Unallotment Special Levy	510,860

**Bond Retirement:**

MN Armory Building Commission	\$63,735
City Share of Special Assessments	66,681
G.O. PIR Bonds, 2002A	5,200
G.O. Improvement Bonds, 2006A	84,900
Certificates of Indebtedness, 2006B	338,600
G.O. Public Safety Revenue, 2007	81,480
Certificates of Indebtedness, 2007A	142,170
Certificates of Indebtedness, 2008B	91,698
G.O. Improvement Bonds, 2008A	11,545
G.O. Capital Improvement Bonds, 2009A	404,200

Total Bond Retirement	<u>1,290,209</u>
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Total Levy	<u>\$15,883,796</u>
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Adopted this 14<sup>th</sup> day of September, 2009, by the City Council of Inver Grove Heights.

Ayes:

Nays:

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

ATTEST:

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

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

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

**RESOLUTION ADOPTING THE PROPOSED WATERSHED MANAGEMENT  
TAXING DISTRICTS' TAX LEVIES FOR THE YEAR 2010**

**BE IT RESOLVED, BY THE CITY COUNCIL OF INVER GROVE HEIGHTS AS  
FOLLOWS:** There is a proposed special property tax levied upon the taxable property within each of the following respective Watershed Management Taxing Districts (W.M.T.D.) in the City of Inver Grove Heights payable in 2010 for the following purposes in the following amounts:

***Bond Retirement***

Skyline Village W.M.T.D. G.O. Refunding Bonds 1998B (Project No. 1990-23, Skyline Village Storm Sewer)	\$60,494
Cuneen Trail W.M.T.D. G.O. Storm Water Refunding Bonds 2005D (Project No. 9501, Arbor Pointe Area Stormwater Pump/Lift)	\$11,600
Simley Lake W.M.T.D. G.O. Storm Water Bonds 2002A (Project No. 1993-27, Cahill Ave.)	\$42,100

Adopted this 14<sup>th</sup> day of September, 2009, by the City Council of Inver Grove Heights.

Ayes:

Nays:

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

ATTEST:

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

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

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

**RESOLUTION ADOPTING THE PROPOSED 2010 BUDGETS**

BE IT RESOLVED, BY THE CITY COUNCIL OF INVER GROVE HEIGHTS  
AS FOLLOWS:

The following proposed funds' Budgets for the City of Inver Grove Heights for  
fiscal year 2010 are hereby approved:

General Fund	\$17,563,100
Recreation Fund	738,400
Community Center Fund	2,610,300
Water Fund	3,035,500
Sewer Fund	2,580,100
Golf Course Fund	2,185,100
Risk Management Fund	684,100
Central Equipment Fund	1,914,900
Central Stores Fund	150,500
City Facilities Fund	380,700
Management Information Systems Fund	376,400

Adopted this 14<sup>th</sup> day of September, 2009, by the City Council of Inver Grove Heights.

Ayes:

Nays:

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George Tourville, Mayor

ATTEST:

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Melissa Rheume  
Deputy Clerk

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Meeting Date: September 14, 2009  
 Item Type: Regular  
 Contact:  
 Prepared by: Joe Lynch  
 Reviewed by:

**Fiscal/FTE Impact:**

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

**PURPOSE/ACTION REQUESTED**

Council to approve the 2010 DCC cost allocation and decide on a cash or credit in lump sum or annual payments over three years .

**SUMMARY**

The City of Inver Grove Heights is a part of the Joint Powers Agreement establishing and outlining the operation of the Dakota Communications Center. We are represented on the Board of Directors by the Mayor and on the Executive Committee by the City Administrator. Annually the Board of Directors adopts the budget based upon deliberations and discussions with the Executive Director. This in turn establishes our cost allocation based upon our percentage of use. We make a payment to cover our share of the operating expenses as well as our share of Debt Service. Our cost allocation was based upon a formula that contained data measurements that could not be accurately measured. The Executive Committee made a recommendation to the Board of Directors to change the data set used to measure use and determine cost allocation. That recommendation, along with the recommendation on the budget and cost allocation was passed by the Board of Directors.

One of the JPA Member cities felt that the cost allocation and use of Fund Balance offset was not done fairly and sought to have the cost allocation and fund balance use equation changed. This presented problems for many member cities because in some cases it changed the cost significantly. Another member city proposed a change in the formula utilizing the fund balance as it had been initially proposed but offered cities an opportunity to change their cots allocation based upon the way they would like to receive their share. Member cities are being asked to decide whether they would like to receive a credit in 2010 for the full amount of their share of the fund balance use, a cash payment for the full amount or a three year share, on an annual basis of a credit against expenses. At this time we have enclosed a Resolution for your consideration for the receipt of a full cash payment as credit for use by the City of Inver Grove Heights against the cost allocation for membership and use of the services provided by DCC.

I met with the Police Chief, Fire Chief and Finance Director to discuss this situation and seek their input on making a recommendation to the Council. The reasons for the payment, in cash, are as follows:

- The City has direct control over this cash and can make investments where we choose that may be able to offset the increase in costs over the next three years.
- We know we have the cash in hand and do not run the risk that the credit may not be available at all or in the same amount as projected now.
- We will have control over the use of this amount toward the offset of DCC expenses in to the future. If we have a good year and call volume goes down we can decrease the amount used in that year and retain a greater amount for use in subsequent years if the call volume goes up substantially.

- With a continuation of change in the measurement of service to member cities it will be an ongoing concern about fairness both from a payment and from a service standpoint. It is likely that the funding formula will continue to undergo changes and the use of cash as a hedge against those changes puts the City in the best position.

The Executive Committee has forwarded a recommendation to the Board of Directors to consider this change in cost allocation and use of fund balance for their consideration and decision. It is my understanding that the Board has taken action that now makes this formula the one for cities to consider and make as a part of their 2010 budget process.

The action before you is to pass a Resolution indicating your preference for acceptance of the allocated amount of fund balance as either a credit amount against the 2010 DCC cost, a cash payment for the full amount to be used by the City as it wishes for this purpose or an annual credit amount against the cost allocation for 201, 2011 and 2012.

Enclosed is a copy of a Resolution for your consideration directing that the City of Inver Grove Heights chooses to receive a single cash payment from the DCC and authorizing the City Administrator to communicate this preference to the DCC Executive Director before October 15, 2009. I have also enclosed the Draft of the other Resolution supplied by the DCC for consideration but not completed at this time.

2860 160TH STREET W.  
ROSEMOUNT, MN 55068  
T: 651-322-1900  
F: 651-322-2334  
WWW.MN-DCC.ORG

DAKOTA  
COMMUNICATIONS  
CENTER



August 20, 2009

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

Dear Administrator Lynch,

I am writing to confirm your 2010 Dakota Communications Center Member payment. Your annual Member payments are unchanged from the amount listed in the budget document which was provided to the Executive Committee at your August 5<sup>th</sup> meeting and subsequently approved by the Board of Directors on August 20<sup>th</sup>.

Your annual Member fee for the DCC in 2010 is \$524,637.00. This fee represents the General Fund contribution amount of \$448,808.00 and debt service obligation of \$75,829.00. You will continue to be invoiced separately by U.S. Bank, acting as Trustee, for your Debt Service Obligation.

The approved 2010 budget includes the distribution of \$1,712,427 from the undesignated fund balance to the Members. Each Member's distribution is based upon their Member fee allocation percentage that was in place for DCC budget years 2006-2009. For the City of Inver Grove Heights, your allocation percentage was 6.40%, resulting in a distribution of \$109,424.00. To receive the distribution, your City Council will need, by resolution to choose to receive the distribution in a single lump-sum payment or in three annual distributions in 2010, 2011 and 2012. Furthermore, the resolution will need to specify if the distribution should be in the form of a check or as a credit to your Member fees. Two sample resolutions are attached for your consideration. Each Member is required to notify the DCC in writing no later than October 15, 2009 of their decisions on the distribution method they choose.

As in prior years, you will be receiving a monthly invoice for your DCC Member payment. Please forward this information to anyone in your organization that may need it. Also, please let me know if you have any questions about this matter.

Thank you very much.

Sincerely,

A handwritten signature in black ink, appearing to read 'Kent Therkelsen'.

Kent Therkelsen  
Executive Director

Attachment

KT/jh

MEMBERS:

APPLE VALLEY  
BURNSVILLE  
DAKOTA COUNTY

EAGAN  
FARMINGTON  
HASTINGS

INVER GROVE HEIGHTS  
LAKEVILLE  
MENDOTA HEIGHTS

ROSEMOUNT  
SOUTH ST. PAUL  
WEST ST. PAUL

## DCC Member Cost Allocation

Rebate Calculation					
		Option A	Option B		
	(2004 data)	One - time	Equal Annual Cash Payment or Credits		
	2009	Rebate	2010	2011	2012
	Distribution	January 2010			
Apple Valley	12.60%	215,766	71,922	71,922	71,922
Burnsville	17.09%	292,654	97,551	97,551	97,551
Dakota County	6.93%	118,671	39,557	39,557	39,557
Eagan	18.00%	308,237	102,746	102,746	102,746
Farmington	4.83%	82,710	27,570	27,570	27,570
Hastings	4.08%	69,867	23,289	23,289	23,289
Inver Grove Heights	6.39%	109,424	36,475	36,475	36,475
Lakeville	11.48%	196,587	65,529	65,529	65,529
Mendota Hts	1.74%	29,796	9,932	9,932	9,932
Miesville	0.02%	342	114	114	114
Randolph Hampton	0.04%	685	228	228	228
Rosemount	4.89%	83,738	27,913	27,913	27,913
South Saint Paul	5.87%	100,519	33,506	33,506	33,506
West Saint Paul	6.04%	103,431	34,477	34,477	34,477
Total	100.00%	1,712,427	570,809	570,809	570,809

**DCC Member Cost Allocation**  
**General Fund**

**Blended (3-year average) Cost Allocation**

**To be combined with Rebate**

	2008 CAD	(2004 data) 2009 Distribution	(2004 data) 2009 Distribution	2010 Blended
Apple Valley	12.24%	12.60%	12.60%	12.48%
Burnsville	14.62%	17.09%	17.09%	16.27%
Dakota County	11.36%	6.93%	6.93%	8.41%
Eagan	13.21%	18.00%	18.00%	16.40%
Farmington	3.74%	4.83%	4.83%	4.47%
Hastings	5.67%	4.08%	4.08%	4.61%
Inver Grove Heights	6.96%	6.39%	6.39%	6.58%
Lakeville	12.17%	11.48%	11.48%	11.71%
Mendota Hts	2.67%	1.74%	1.74%	2.05%
Miesville	0.02%	0.02%	0.02%	0.02%
Randolph Hampton	0.04%	0.04%	0.04%	0.04%
Rosemount	4.54%	4.89%	4.89%	4.77%
South Saint Paul	5.81%	5.87%	5.87%	5.85%
West Saint Paul	6.97%	6.04%	6.04%	6.35%
Total	100.00%	100.00%	100.00%	100.00%

**Proposed Budget Amendment - 2010**

	%	Proposed General Fund	Dakota County Start-up	Debt Service Obligation	2010 TOTAL	Compared to Prior Year Increase/ (decrease)
Apple Valley	12.48%	851,416	-	151,515	1,002,931	69,403
Burnsville	16.27%	1,109,530	-	204,240	1,313,770	47,047
Dakota County	8.41%	573,519	163,250	81,828	818,597	55,103
Eagan	16.40%	1,118,909	-	215,596	1,334,505	(452)
Farmington	4.47%	304,717	-	58,113	362,830	2,946
Hastings	4.61%	314,580	-	46,988	361,568	59,756
Inver Grove Heights	6.58%	448,808	-	75,829	524,637	48,995
Lakeville	11.71%	798,729	-	134,785	933,514	86,828
Mendota Hts	2.05%	139,742	-	17,879	157,621	31,150
Miesville	0.02%	1,307	-	-	1,307	(95)
Randolph Hampton	0.04%	2,647	-	-	2,647	(96)
Rosemount	4.77%	325,580	-	58,294	383,874	19,464
South Saint Paul	5.85%	398,948	-	70,330	469,278	37,429
West Saint Paul	6.35%	433,062	-	70,292	503,354	55,792
Total	100.00%	6,821,494	163,250	1,185,689	8,170,433	513,270

CITY OF INVER GROVE HEIGHTS  
DAKOTA COUNTY, MINNESOTA

RESOLUTION NO.

RESOLUTION AUTHORIZATING DISTRIBUTION  
OF D.C.C. UNDESIGNATED FUND BALANCE

**WHEREAS**, The Board of Directors of the Dakota Communications Center (DCC), a Joint Powers Entity, to which the City of Inver Grove Heights is a Member, by official action on August 20, 2009 approved the return of funds in the undesignated general fund balance to the JPA Members, and;

**WHEREAS**, the Board of Directors of the DCC also established that each Member could, at their option, receive their share of the returned funds in a single lump sum payment in 2010 or three equal annual payments in 2010, 2011 and 2012, and;

**WHEREAS**, the Board of Directors of the DCC further established that each Member could elect to receive their distribution in the form of a check or a credit to their DCC Member fees, and;

**WHEREAS**, the Board established that each Member must communicate their choice of distribution amount and method through an official action of the City Council to the Executive Director no later than October 15, 2009;

**NOW, THEREFORE BE IT RESOLVED** that the Inver Grove Heights City Council does hereby authorize the City Administrator to communicate with the DCC Executive Director that the City does wish to receive the distribution in the amount of \$109,424 in a single distribution by check.

Adopted by the City Council of the City of Inver Grove Heights on September 14, 2009.

Ayes:

Nays:

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

Attest:

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

Sample Resolution

Distribution of DCC Undesignated Fund Balance

Option B: Three part distribution

Whereas, the Board of Directors of the Dakota Communications Center (DCC), a Joint Powers Entity, to which the (city) (county) of \_\_\_\_\_ is a Member, by official action on August 20, 2009 approved the return of funds in the undesignated general fund balance to the Joint Powers Members, and;

Whereas, the Board of Directors of the DCC also established that each Member could, at their option receive their share of the returned funds in a single lump sum payment in 2010 or three equal annual payments in 2010, 2011 and 2012, and;

Whereas, the Board of Directors of the DCC Further established that each Member could elect to receive their distribution in the form of a check or a credit to their DCC Member fees, and;

Whereas, the Board further established that each Member, must communicate their choice of distribution amount and method through an official action of the (City Council) (County Board) to the DCC Executive Director no later than October 15, 2009;

Therefore, be it resolved that by official action on \_\_\_\_\_, 2009, the (City Council) (County Board) has elected to receive the distribution in the amount of \$ \_\_\_\_\_, in three equal distributions in 2010, 2011 and 2012 by (Check) (Credit to 2010, 2011 and 2012 DCC Member fees) and;

Be it further resolved that the (City Administrator, City Manager, County Administrator) is directed to communicate this action to the DCC Executive Director no later than October 15, 2009.