

INVER GROVE HEIGHTS CITY COUNCIL AGENDA
-REVISED-
MONDAY, FEBRUARY 22, 2010
8150 BARBARA AVENUE
7:30 P.M.

1. **CALL TO ORDER**

2. **ROLL CALL**

3. **PRESENTATIONS:**

A. 2008 CAFR Award

4. **CONSENT AGENDA** – All items on the Consent Agenda are considered routine and have been made available to the City Council at least two days prior to the meeting; the items will be enacted in one motion. There will be no separate discussion of these items unless a Council member or citizen so requests, in which event the item will be removed from this Agenda and considered in normal sequence.

- A. Minutes – February 8, 2010 Regular Council Meeting _____
- B. Resolution Approving Disbursements for Period Ending February 17, 2010 _____
- C. Final Compensating Change Order No. 1, Final Pay Voucher No. 2, Engineer’s Final Report, and Resolution Accepting Work for City Project No. 2008-09C – Mill and Overlay _____
- D. Resolution Accepting Individual Project Order No. 14A to Kimley-Horn & Associates, Inc. for As-built Services for City Project No. 2008-09F – Salem Hills Farm _____
- E. Resolutions Calling for Hearing on Proposed Assessments, Declaring Costs to be Assessed and Ordering Preparation of Proposed Assessments for 2009 Pavement Management Program – City Project No. 2009-09D – South Grove Street Reconstruction (Area 4) _____
- F. Approve Contracts for Cabling Infrastructure, AV Multimedia Equipment and Security Systems for the Public Safety Addition/City Hall Renovation _____
- G. Approve Purchase of Tables & Chairs for the VMCC _____
- H. Approve Purchase of Fitness Equipment for the VMCC _____
- I. Approve 2010-11 Ice Rates at the VMCC _____
- J. Confirm Thirty Day Suspension of Firefighter _____
- K. Schedule Public Hearing – Liquor License Violation _____
- L. Approve Service Station License Application – BPL, LLC dba Oasis Market _____
- M. Approve Massage Therapist License Application – Stephanie Richter _____
- N. Consider Purchase of Replacement Fire Duty Officer Vehicle _____
- O. Personnel Actions _____

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

6. **PUBLIC HEARINGS:**

A. **CITY OF INVER GROVE HEIGHTS;** Consider Resolution Ordering Project, Approving Plans and Specifications, and Authorizing Advertisement for Bids for the 2009 Pavement Management Program, City Project No. 2010–09D – Urban Street Reconstruction Project
(South Grove Area 5) _____

B. **CITY OF INVER GROVE HEIGHTS;** Consider Application of J&J Vogt, Inc. dba Gold Palace Liquor for Off–Sale Liquor License at premises located at 1330 Mendota Road _____

C. **CITY OF INVER GROVE HEIGHTS;** Consider Application of BPL, LLC dba Oasis Market for a 3.2 Off–Sale Liquor License at premises located at 3240 57th St. E. _____

7. **REGULAR AGENDA:**

COMMUNITY DEVELOPMENT:

A. **WADE & JESSICA SHORT;** Consider a Variance to eliminate screening of rooftop mechanical equipment on new commercial building for property located at 9332 Cahill Avenue _____

FINANCE:

B. **CITY OF INVER GROVE HEIGHTS;** Approve Carryover of Unused Budget Appropriations and Approve Transfers _____

ADMINISTRATION:

C. **CITY OF INVER GROVE HEIGHTS;** Consider Change Order No. 5 for City Project No. 2008–18, Public Safety Addition/City Hall Renovation _____

D. **CITY OF INVER GROVE HEIGHTS;** Consider Second Reading of an Ordinance Amending Title 4, Chapter 7 of the City Code relating to Charitable Gambling Requirements _____

PUBLIC WORKS:

E. **CITY OF INVER GROVE HEIGHTS;** Resolution Approving the Joint Powers Agreement between Dakota County Soil and Water Conservation District for Technical Services on the Rain Garden Project included in City Project No. 2010–09D . _____

F. **CITY OF INVER GROVE HEIGHTS;** Resolution Receiving Feasibility Report and Scheduling Public Hearing for the 2010 Improvement Program, City Project No. 2010–12, 59th Street Reconstruction _____

G. **CITY OF INVER GROVE HEIGHTS;** Resolution Authorizing the City of Inver Grove Heights to Enter into Agreement No. 92316 for Railroad Crossing Signals with Mn/DOT and the Union Pacific Railroad Company _____

8. MAYOR AND COUNCIL COMMENTS

9. EXECUTIVE SESSION:

A. Consider Property Acquisition

10. ADJOURN

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Meeting Date: February 22, 2010
 Item Type: Presentation
 Contact: Ann Lanoue 651-450-2517
 Prepared by: Ann Lanoue, Director of Finance
 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

Presentation of Certificate of Achievement for Excellence in Financial Reporting to Finance Director Ann Lanoue on behalf of the Finance Department

SUMMARY

The Certificate of Achievement for Excellence in Financial Reporting has been awarded to the City of Inver Grove Heights by the Government Finance Officers Association of the United States and Canada (GFOA) for its comprehensive annual financial report (CAFR). The Certificate of Achievement is the highest form of recognition in the area of governmental accounting and financial reporting, and its attainment represents a significant accomplishment by a government and its management.

The CAFR has been judged by an impartial panel to meet the high standards of the program including demonstrating a constructive “spirit of disclosure” to clearly communicate its financial story and motivate potential users and user groups to read the CAFR.

The GFOA is a nonprofit professional association serving approximately 16,000 government finance professionals with offices in Chicago, Illinois and Washington, D.C.

This is the twenty-third (23rd) year the City has earned this prestigious award from the GFOA.

**INVER GROVE HEIGHTS CITY COUNCIL MEETING
MONDAY, FEBRUARY 8, 2010 - 8150 BARBARA AVENUE**

CALL TO ORDER/ROLL CALL The City Council of Inver Grove Heights met in regular session on Monday, February 8, 2010, in the City Council Chambers. Mayor Tourville called the meeting to order at 7:30 p.m. Present were Council members Grannis, Klein, and Madden; City Administrator Lynch, Assistant City Administrator Teppen, City Attorney Kuntz, Public Works Director Thureen, Parks & Recreation Director Carlson, Community Development Director Link, Finance Director Lanoue, and Deputy Clerk Rheume.

3. PRESENTATIONS:

4. CONSENT AGENDA:

Mayor Tourville removed Item 4O, Authorize Inver Grove Heights Fire Department to Accept Early Delivery of Ladder Truck, from the Consent Agenda.

- A. Minutes – January 25, 2010 Regular Council Meeting
- B. **Resolution No. 10-11** Approving Disbursements for Period Ending February 3, 2010
- C. Pay Voucher No. 8 for City Project No. 2008-18, Public Safety Addition/City Hall Renovation
- D. Pay Voucher No. 2 for City Project No. 2009-29, Well No. 9 – Phase 2
- E. Accept Proposal from Keys Well Drilling for Well Pump No. 7 Rehabilitation
- F. Accept Proposal from Keys Well Drilling for Water Treatment Facility High Service Pump No. 4 Rehabilitation
- G. **Resolution No. 10-12** Approving Amendment to Agreement between Dakota County, Egan, and Inver Grove Heights for a Regional Roadway System Visioning Study of Inver Grove Heights' Northwest Area, Egan's Northeast Area, Mendota Heights and Sunfish Lake
- H. **Resolution No. 10-13** Calling for Hearing on Proposed Assessments and **Resolution No. 10-14** Declaring Costs to be Assessed and Ordering Preparation of Proposed Assessments for 2008 Pavement Management Program – City Project No. 2008-09G, Cahill Avenue/Brooks Boulevard Mill and Overlay
- I. Authorize Purchase of Weather Warning Siren
- J. Approve Members Code of Conduct for the Veterans Memorial Community Center
- K. Approve Resignation from Aircraft Noise Abatement Commission
- L. Schedule Public Hearing – Liquor License Transfer Request
- M. Schedule Public Hearing – New 3.2 Off Sale Liquor License
- N. Approve 2010 Seasonal/Temporary Compensation Plan
- P. Approve Kennel License Application for Property at 9159 Dalton Ct.
- Q. Accept Donation to Inver Grove Heights Fire Department from Robert Loss
- R. Approve City Administrator's Performance Review and **Resolution No. 10-15** Authorizing Amendment to Contract
- S. Personnel Actions

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

Ayes: 4

Nays: 0 Motion carried.

O. Authorize Inver Grove Heights Fire Department to Accept Early Delivery of Ladder Truck

Mayor Tourville noted this would be prorated. He asked that Mr. Kuntz and Chief Thill work on the contract language.

Mr. Kuntz said that computation has been made.

Mr. Lynch said there is a number that calculates the number per day.

Motion by Tourville, second by Klein, to authorize Inver Grove Heights Fire Department to Accept Early Delivery of Ladder Truck

Ayes: 4

Nays: 0 Motion carried.

5. PUBLIC COMMENT: None.

6. PUBLIC HEARINGS: None.

7. REGULAR AGENDA:

COMMUNITY DEVELOPMENT:

A. CITY OF INVER GROVE HEIGHTS; Presentation Regarding 2010 Census

Ms. Botten explained a census is conducted every ten (10) years to track population changes. She stated the 2010 Census count is expected to have a profound impact on the state for the next ten (10) years and beyond. She explained the count would determine congressional representation, state legislation, local voting districts, and the allocation of federal and state dollars. She noted that approximately \$400 billion dollars is distributed to states annually based on the results of the Census, and Minnesota would lose approximately \$13,000 per person missed in the 2010 Census. She stated the questionnaire would be mailed to homes beginning in March and is quick, easy and confidential. She explained the questionnaire is comprised of ten questions that take ten minutes to complete. She encouraged citizens to complete the questionnaires that they will be receiving.

Councilmember Madden reiterated the importance of the information collected and noted that the state is in danger of losing a congressperson.

Councilmember Klein asked if the census differentiates between legal citizens and legal aliens.

Ms. Botten responded in the negative and stated the information submitted remains confidential.

Mayor Tourville asked if information would be available on the City's website.

Ms. Botten responded that information was currently available on the City's website.

PUBLIC WORKS:

B. CITY OF INVER GROVE HEIGHTS; Receive Report for Inver Grove Heights Middle School Pedestrian Safety Study

Mr. Thureen explained City Council previously authorized a study regarding the intersection of 81st Street and Cahill Avenue. He noted that SRF Consulting Group, Inc. was selected to prepare the study. He stated that City staff has begun to move forward with some of the short term solutions recommended in the report.

Mari Coti, SRF Consulting Group, presented the conclusions and recommendations from the Inver Grove Heights Middle School Pedestrian Safety Study. She stated a crash analysis was done and there were three reported crashes over the past five years. She explained the installation of an all-way stop is not warranted at that intersection. She outlined the recommended short term improvements and suggested

that the City coordinate the implementations of those improvements with the school district. She identified the short term improvements as: repainting of crosswalk to connect to sidewalk, improve intersection lighting, remove sign visibility obstructions, hire an additional crossing guard, paint advance stop bars 30 feet from crossing, establish a school zone with reduced speeds on Cahill Avenue, right-turn only from driveway during school arrival and departure periods, and improve internal circulation and pavement markings.

Mr. Thureen explained that, per Council direction, City staff has already begun to address some of the recommended short term improvements. He stated the crosswalk was repainted, sign visibility obstructions were removed, and improvements to the existing lighting were initiated. He noted a school zone speed study was also initiated and indicated that advance stop bars would be painted in the spring.

Mayor Tourville noted the results of the study are on the agenda for discussion during the Council's joint meeting with the school board.

Councilmember Klein stated there is a squad car present at the school every morning and evening and questioned if the changes will warrant another squad car.

Mr. Thureen responded that the Police Department provides a squad car when one is available. He noted the City has the authority to set the speed limit in a school zone.

Ms. Coti recommended discussing the long term improvements with the school board at the joint meeting.

Motion by Madden, second by Klein, to receive report for Inver Grove Heights Middle School Pedestrian Safety Study

Ayes: 4

Nays: 0 Motion carried.

ADMINISTRATION:

C. CITY OF INVER GROVE HEIGHTS; Authorize Purchase of High Density Storage Units for Public Safety Addition

Ms. Teppen explained the Public Safety Addition is being constructed to accommodate two high density storage systems. She stated one quote was received from TAB Products, on the State contract, for a combined total of \$45,808.52. She added the price includes installation, a five year warranty and two years of labor. She noted the project budget was prepared with an estimate of \$100,000 for this equipment. She explained the funds for the purchase would come out of the internal funds previously discussed by the Council.

Motion by Klein, second by Madden, to authorize purchase of High Density Storage Units for the Public Safety Addition from TAB Products in the amount of \$45,808.52

Ayes: 4

Nays: 0 Motion carried.

D. CITY OF INVER GROVE HEIGHTS; Consider First Reading of Ordinance Amending Title 4, Chapter 7 of the City Code relating to Charitable Gambling Requirements

Mr. Kuntz explained the majority of the changes were necessitated by recent changes in state gambling law. He stated in recent years the Minnesota Legislature has eliminated various classes of lawful gambling licenses and bingo hall licenses, and made organizational licenses and premises permit perpetual. He explained that absent from any adverse license action or lapse of the license, renewal of organizational licenses and premises permits is no longer required. He stated the state gambling control board issues two types of permits in order to conduct lawful gambling, the first is an organizational license or permit on which the City does not have any input. He identified the second permit as a premises permit and stated the City has the option to impose certain restrictions with the premises permit. He reviewed the restrictions the City currently imposes. He explained the license for the premises permit is ongoing and

does not have to be annually reviewed. He stated there have always been exempt gambling activities and noted the recommendation is to no longer license the exempt activities. He stated the other major change deals with lawful purpose expenditures within the trade area. He explained the current requirement is 20% and the recommendation is to increase that to 60%. He reviewed the cities included in the trade area.

Bob Boeck, St. Paul Park – Newport Lions Club, questioned the criteria used to define a local organization and stated his organization would not comply with those requirements.

Mr. Kuntz stated that portion of the code remains unchanged and suggested that an answer to that question be brought back at the second reading of the ordinance.

Motion by Klein, second by Madden, to approve first reading of an Ordinance Amending Title 4, Chapter 7 of the City Code relating to Charitable Gambling Requirements

Ayes: 4

Nays: 0 Motion carried.

8. MAYOR & COUNCIL COMMENTS:

Motion by Grannis, second by Tourville, to schedule a special meeting with the department heads on March 1, 2010 at 7:00 p.m. at City Hall

Ayes: 4

Nays: 0 Motion carried.

9. ADJOURN: Motion by Klein, second by Grannis, to adjourn. The meeting was adjourned by a unanimous vote at 8:15 p.m.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Meeting Date: February 22, 2010
 Item Type: Consent
 Contact: Cathy Shea 651-450-2521
 Prepared by: Cathy Shea Asst. Finance Director
 Reviewed by: N/A

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

PURPOSE/ACTION REQUESTED

Approve the attached resolution approving disbursements for the period of February 4, 2010 to February 17, 2010.

SUMMARY

Shown below is a listing of the disbursements for the various funds for the period ending February 17, 2010. The detail of these disbursements is attached to this memo.

General & Special Reveune	\$151,032.91
Debt Service & Capital Projects	157,002.52
Enterprise & Internal Service	340,209.88
Escrows	983.73
	<hr/>
Grand Total for All Funds	<u><u>\$649,229.04</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 February 4, 2010 to February 17, 2010 and the listing of disbursements requested for approval.

DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. _____

**RESOLUTION APPROVING DISBURSEMENTS FOR THE
PERIOD ENDING FEBRUARY 17, 2010**

WHEREAS, a list of disbursements for the period ending February 17, 2010 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	\$ 151,032.91
Debt Service & Capital Projects	157,002.52
Enterprise & Internal Service	340,209.88
Escrow	<u>983.73</u>
Grand Total for All Funds	<u>\$ 649,229.04</u>

Adopted by the City Council of Inver Grove Heights this 22nd day of February, 2010.

Ayes:

Nays:

George Tourville, Mayor

ATTEST:

Melissa Rheame, Deputy City Clerk

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
02/08/2010	98589	JIMMY JOHN'S SANDWICHES	COUNCIL SESSION	101-1000-413.50-75		2/2010	143.81
						* Total	143.81
02/10/2010	98590	ACE PAINT & HARDWARE	500663	101-4200-423.60-65		2/2010	6.94
			501109	101-4200-423.60-40		2/2010	11.99
			501109	101-4200-423.60-65		2/2010	17.90
						* Total	36.83
02/10/2010	98597	BUCKMAN, THOMAS	job canceled	101-0000-322.10-00		2/2010	27.80
						* Total	27.80
02/10/2010	98598	BURKLAND, PAUL	mileage	101-4200-423.50-65		2/2010	20.00
						* Total	20.00
02/10/2010	98599	CARDIAC SCIENCE, INC.	1238971	101-4000-421.60-65		2/2010	171.00
						* Total	171.00
02/10/2010	98606	CUSTOM COMPLIANCE SOLUT	1111095	101-4200-423.50-80		2/2010	750.00
						* Total	750.00
02/10/2010	98608	DAKOTA CTY TECH COLLEGE	73292	101-5200-443.50-80		2/2010	1,400.00
						* Total	1,400.00
02/10/2010	98609	DAKOTA CTY TREASURER-AU	acct 5070	101-4000-421.70-30		2/2010	1,134.87
			acct 5070	101-4200-423.70-50		2/2010	955.68
			acct 5070	101-5200-443.30-70		2/2010	39.82
						* Total	2,130.37
02/10/2010	98611	DAKOTA ELECTRIC ASSN	acct 4267134	101-5400-445.40-20		2/2010	30.94
						* Total	30.94
02/10/2010	98614	FEDEX	ACCT 110125232	101-4000-421.50-35		2/2010	35.65
						* Total	35.65
02/10/2010	98616	FIRE MARSHALS ASSOCIATI	jeff schadegg	101-4200-423.50-80		2/2010	100.00
						* Total	100.00
02/10/2010	98617	FRESHWATER SOCIETY	91243	101-5200-443.50-80		2/2010	375.00
						* Total	375.00
02/10/2010	98619	G & K SERVICES	acct 7494701	101-5200-443.60-45		2/2010	21.55
			acct 7494701	101-6000-451.60-45		2/2010	24.83
						* Total	46.38
02/10/2010	98623	GRAINGER	acct 806460150	101-6000-451.60-65		2/2010	29.79
						* Total	29.79
02/10/2010	98624	GUN CLUB LAKE WATERSHED	contribute	101-5000-441.30-30		2/2010	1,102.50
						* Total	1,102.50
02/10/2010	98627	INFINITY WIRELESS	27116	101-4200-423.40-42		2/2010	105.00
						* Total	105.00

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
02/10/2010	98629	JOHN E REID AND ASSOCIA	FORCE FIELD	101-4000-421.50-80		2/2010	200.00
						* Total	200.00
02/10/2010	98635	MARTIN-MCALLISTER	6814	101-1100-413.30-50		2/2010	800.00
						* Total	800.00
02/10/2010	98638	MIDWAY CONTAINER INC	144220	101-6000-451.60-65		2/2010	1,013.44
						* Total	1,013.44
02/10/2010	98640	MN DEPT OF EMPLOYMENT &	4TH QTR 2009	101-1200-414.20-70		2/2010	16.36
			4TH QTR 2009	101-3300-419.20-70		2/2010	1,132.00
			4TH QTR 2009	101-4200-423.20-70		2/2010	516.58
			4TH QTR 2009	101-6000-451.20-70		2/2010	6,384.39
						* Total	8,049.33
02/10/2010	98642	MN GFOA	MEMBER; SHANNON BATTLES	101-2000-415.50-70		2/2010	60.00
						* Total	60.00
02/10/2010	98644	MN SOCIETY OF CPA'S	member ann lanoue	101-2000-415.50-70		2/2010	195.00
						* Total	195.00
02/10/2010	98645	MOORE MEDICAL LLC	96064626	101-4200-423.60-18		2/2010	560.30
						* Total	560.30
02/10/2010	98646	MORTON SALT	311459	101-5200-443.60-16		2/2010	15,350.63
						* Total	15,350.63
02/10/2010	98649	NORTH AMERICAN SALT	70472509	101-5200-443.60-16		2/2010	17,680.63
						* Total	17,680.63
02/10/2010	98653	PETTY CASH	water for council mtg	101-1000-413.50-75		2/2010	5.99
			mn goa meeting	101-2000-415.50-75		2/2010	15.00
			bdg official meeting	101-3300-419.50-80		2/2010	8.00
			tape measure	101-3300-419.60-40		2/2010	11.24
			parking nrpa mtg	101-6000-451.50-65		2/2010	13.25
						* Total	53.48
02/10/2010	98657	RICEWORKS CONSULTING	JANUARY 2010	101-1100-413.50-80		2/2010	350.00
						* Total	350.00
02/10/2010	98658	SA-AG INC	65184	101-5200-443.60-16		2/2010	111.49
						* Total	111.49
02/10/2010	98661	SAM'S CLUB	acct 7715090061172300	101-1100-413.50-70		2/2010	70.00
						* Total	70.00
02/10/2010	98662	SAM'S CLUB	acct 7715090401334891	101-4200-423.60-65		2/2010	255.62
						* Total	255.62
02/10/2010	98663	SENSIBLE LAND USE COALI	attende; tom link	101-3000-419.50-80		2/2010	38.00
			attende; allan hunting	101-3200-419.50-80		2/2010	38.00
						* Total	76.00

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
02/10/2010	98664	SENSIBLE LAND USE COALI	attende; jenelle teppen	101-1100-413.50-80		2/2010	48.00
						* Total	48.00
02/10/2010	98666	SNI SOLUTIONS	138709	101-5200-443.60-16		2/2010	1,650.00
						* Total	1,650.00
02/10/2010	98668	ST PAUL STAMP WORKS INC	191702	101-4000-421.60-65		2/2010	38.69
						* Total	38.69
02/10/2010	98670	STREICHER'S	I708541	101-4000-421.60-18		2/2010	1,066.08
						* Total	1,066.08
02/10/2010	98671	T MOBILE	acct 494910368	101-5100-442.50-20		2/2010	49.99
						* Total	49.99
02/10/2010	98672	TERRI KENISON	JAN 2010	101-4200-423.30-70		2/2010	908.44
						* Total	908.44
02/10/2010	98673	TIMESAVER OFF SITE SECR	JAN 25	101-1100-413.30-70		2/2010	141.00
						* Total	141.00
02/10/2010	98674	TOTAL CONSTRUCTION & EQ	46628	101-6000-451.40-47		2/2010	182.54
			46635	101-5200-443.40-46		2/2010	599.01
			46641	101-6000-451.40-47		2/2010	91.27
						* Total	872.82
02/10/2010	98676	U OF M - CCE REGISTRATI	REGISTRATION	101-5100-442.50-80		2/2010	275.00
						* Total	275.00
02/10/2010	98677	USA MOBILITY WIRELESS I	acct 03174091	101-4000-421.50-20		2/2010	26.60
						* Total	26.60
02/10/2010	98682	VOLUNTEER FIREFIGHTERS	daniel bernardy	101-4200-423.50-70		2/2010	55.00
						* Total	55.00
02/10/2010	98686	XCEL ENERGY	acct 5152791130	101-5200-443.40-20		2/2010	161.97
			acct 5152791130	101-5400-445.40-20		2/2010	9,913.36
						* Total	10,075.33
02/10/2010	98687	XCEL ENERGY	acct 5183943582	101-5400-445.40-20		2/2010	35.54
						* Total	35.54
02/10/2010	98688	XCEL ENERGY	acct 5160255967	101-5400-445.40-20		2/2010	35.08
						* Total	35.08
02/10/2010	98689	XCEL ENERGY	acct 5170946691	101-5400-445.40-20		2/2010	33.48
						* Total	33.48
02/10/2010	98690	XCEL ENERGY	acct 5193897235	101-5400-445.40-20		2/2010	629.62
						* Total	629.62
02/10/2010	98691	XCEL ENERGY	acct 5193598573	101-5400-445.40-20		2/2010	515.24
						* Total	515.24

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
02/10/2010	98692	XCEL ENERGY	acct 5152791130	101-5200-443.40-20		2/2010	194.16
			acct 5152791130	101-5400-445.40-20		2/2010	10,058.87
						* Total	10,253.03
02/10/2010	98695	ZZ HEALTHEAST MEDICAL T	0940647	101-4000-421.30-70		2/2010	85.00
						* Total	85.00
02/17/2010	98697	AFSCME COUNCIL 5	1/23 - 2/5	101-0000-203.10-00		2/2010	810.10
						* Total	810.10
02/17/2010	98706	DAKOTA COMMUNICATIONS C	IG201003	101-4000-421.70-30		2/2010	24,934.00
			IG201003	101-4200-423.70-50		2/2010	12,467.00
						* Total	37,401.00
02/17/2010	98708	DAKOTA CTY PROPERTY REC	october 2009	101-2000-415.30-70		2/2010	9.60
			october 2009	101-4000-421.30-70		2/2010	8.32
			october 2009	101-5100-442.30-70		2/2010	59.04
						* Total	76.96
02/17/2010	98710	DAKOTA ELECTRIC ASSN	acct 4430542	101-6000-451.40-20		2/2010	11.78
						* Total	11.78
02/17/2010	98711	DAKOTA ELECTRIC ASSN	acct 3935632	101-6000-451.40-20		2/2010	238.61
						* Total	238.61
02/17/2010	98712	DAKOTA ELECTRIC ASSN	acct 2501658	101-6000-451.40-20		2/2010	54.46
						* Total	54.46
02/17/2010	98713	DAKOTA ELECTRIC ASSN	acct 2468379	101-6000-451.40-20		2/2010	364.23
						* Total	364.23
02/17/2010	98714	DANKO EMERGENCY EQUIPME	26529	101-4200-423.40-42		2/2010	360.63
						* Total	360.63
02/17/2010	98718	FIRE MARSHALS ASSOCIATI	member jeff schadegg	101-4200-423.50-70		2/2010	35.00
						* Total	35.00
02/17/2010	98720	G & K SERVICES	1182239220	101-5200-443.60-45		2/2010	21.54
			1182239220	101-6000-451.60-45		2/2010	24.83
						* Total	46.37
02/17/2010	98722	GLASSING FLORIST	acct 2015	101-4000-421.60-65		2/2010	53.33
						* Total	53.33
02/17/2010	98724	HAHN, NICHOLAS	EXPENSE REPORT	101-5100-442.50-80		2/2010	175.00
						* Total	175.00
02/17/2010	98725	HARTLEY, WADE	torque wrench/adapter	101-4200-423.60-40		2/2010	289.00
						* Total	289.00
02/17/2010	98731	IUOE	1/23 - 2/5	101-0000-203.10-00		2/2010	1,433.31
						* Total	1,433.31

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
02/17/2010	98733	JTD INC SPORTS TURF SPE	458B	101-6000-451.60-40		2/2010	3,997.50
						* Total	3,997.50
02/17/2010	98736	LELS	1/23 - 2/5	101-0000-203.10-00		2/2010	1,125.00
						* Total	1,125.00
02/17/2010	98737	LELS SERGEANTS	1/23 - 2/5	101-0000-203.10-00		2/2010	210.00
						* Total	210.00
02/17/2010	98738	LEXISNEXIS	acct 1369635	101-4000-421.50-20		2/2010	30.00
						* Total	30.00
02/17/2010	98741	MN CLE	attende; jenelle teppen	101-1100-413.50-80		2/2010	245.00
						* Total	245.00
02/17/2010	98743	MN DNR WATERS	2009 WELL WATER PERMIT	101-6000-451.40-05		2/2010	747.00
						* Total	747.00
02/17/2010	98744	MN SOCIETY OF CPA'S	member; cathy shea	101-2000-415.50-70		2/2010	195.00
						* Total	195.00
02/17/2010	98746	NAPA OF INVER GROVE HEI	188941	101-5200-443.60-16		2/2010	17.23
						* Total	17.23
02/17/2010	98747	NEWMAN TRAFFIC SIGNS IN	TI0218122	101-5200-443.60-16		2/2010	3,488.29
						* Total	3,488.29
02/17/2010	98748	NORTH AMERICAN SALT	70473346	101-5200-443.60-16		2/2010	2,217.30
						* Total	2,217.30
02/17/2010	98756	SA-AG INC	65249	101-5200-443.60-16		2/2010	430.00
						* Total	430.00
02/17/2010	98758	SOUTH ST PAUL, CITY OF	OCT - DEC	101-0000-207.09-00		2/2010	33.00
						* Total	33.00
02/17/2010	98762	TRAFFIC & PARKING CONTR	335010	101-5200-443.60-16		2/2010	159.64
						* Total	159.64
02/17/2010	98763	TRANS UNION LLC	acct 0924v0009007	101-1100-413.30-50		2/2010	5.41
						* Total	5.41
02/17/2010	98764	TRANS UNION LLC	DECEMBER 2009	101-1100-413.30-50		2/2010	12.30
						* Total	12.30
02/17/2010	98766	U OF M - CCE REGISTRATI	attende; steve dodge	101-5100-442.50-80		2/2010	275.00
						* Total	275.00
02/17/2010	98767	UNIFORMS UNLIMITED	20806	101-4000-421.60-45		2/2010	179.49
						* Total	179.49
02/17/2010	98768	UNITED WAY	1/23 - 2/5	101-0000-203.13-00		2/2010	178.00
						* Total	178.00

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
02/17/2010	98769	US POSTMASTER	ADMIN MAILING	101-1100-413.50-35		2/2010	2,015.50
						* Total	2,015.50
02/17/2010	98771	VERIZON WIRELESS	acct 580565481	101-5100-442.50-20		2/2010	257.40
						* Total	257.40
02/17/2010	98773	WSB & ASSOCIATES, INC.	17	101-5100-442.30-30		2/2010	1,608.00
						* Total	1,608.00
02/17/2010	98775	XCEL ENERGY	acct 5188494737	101-5400-445.40-20		2/2010	91.86
						* Total	91.86
02/17/2010	98776	XCEL ENERGY	acct 5164351291	101-5400-445.40-20		2/2010	122.38
						* Total	122.38
02/17/2010	98777	XCEL ENERGY	acct 5164318574	101-4200-423.40-10		2/2010	3,348.08
			acct 5164318574	101-4200-423.40-20		2/2010	1,062.69
						* Total	4,410.77
				88 Checks	** Fund Total		141,525.78
02/10/2010	98595	BENGTSON, NICOLE	mileage	201-1600-465.50-65		2/2010	230.50
			mileage	201-1600-465.50-75		2/2010	26.82
						* Total	257.32
02/10/2010	98613	ENSEMBLE CREATIVE & MAR	IGH0122010	201-1600-465.50-25		2/2010	1,500.00
						* Total	1,500.00
02/17/2010	98765	TWIN CITIES TOURISM	2010 DUES	201-1600-465.50-70		2/2010	500.00
						* Total	500.00
				3 Checks	** Fund Total		2,257.32
02/10/2010	98632	LANOUE, ANN	mileage - finance seminar	405-9000-570.50-65		2/2010	22.43
						* Total	22.43
02/10/2010	98665	SHEA, CATHY	EXPENSE REPORT	405-9000-570.50-65		2/2010	26.60
						* Total	26.60
02/17/2010	98707	DAKOTA CTY PROPERTY REC	2300	405-9000-570.30-70		2/2010	508.00
						* Total	508.00
				3 Checks	** Fund Total		557.03
02/10/2010	98621	GERTENS	189862	425-5907-725.80-30	0507	2/2010	33,579.21
						* Total	33,579.21
				1 Checks	** Fund Total		33,579.21
02/10/2010	98641	MN DEPT OF TRANSPORTATI	cust 1298	427-5917-727.30-34	0717	2/2010	428.87
						* Total	428.87
02/17/2010	98734	KIMLEY-HORN & ASSOCIATE	4064677	427-5917-727.30-30	0717	2/2010	877.15

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
						* Total	877.15
02/17/2010	98742	MN DEPT OF TRANSPORTATI	CUST 1298	427-5917-727.30-34	0717	2/2010	598.26
						* Total	598.26
						3 Checks ** Fund Total	1,904.28
02/17/2010	98701	BKV GROUP, INC.	26904	428-5918-728.30-20	0818	2/2010	10,757.28
			26905	428-5918-728.30-20	0818	2/2010	1,470.00
						* Total	12,227.28
02/17/2010	98734	KIMLEY-HORN & ASSOCIATE	4064679	428-5911-728.30-30	0811	2/2010	5,506.75
						* Total	5,506.75
02/17/2010	98735	KRECH, O'BRIEN, MUELLER	81530116140	428-5918-728.30-70	0818	2/2010	8,061.60
						* Total	8,061.60
						3 Checks ** Fund Total	25,795.63
02/10/2010	98596	BONESTROO, ROSENE, ANDE	175445	429-5929-729.30-30	0929	2/2010	4,140.58
						* Total	4,140.58
02/10/2010	98653	PETTY CASH	parking - rock island mtg	429-5924-729.50-65	0924	2/2010	5.00
						* Total	5.00
02/10/2010	98675	TOWN SQUARE TELEVISION	TAPING	429-5924-729.50-25	0924	2/2010	2,725.31
						* Total	2,725.31
02/17/2010	98754	REED BUSINESS INFORMATI	4323377	429-5924-729.50-25	0924	2/2010	600.24
						* Total	600.24
02/17/2010	98773	WSB & ASSOCIATES, INC.	4	429-5901-729.30-30	0901	2/2010	4,859.50
						* Total	4,859.50
						5 Checks ** Fund Total	12,330.63
02/10/2010	98592	AMERICAN ENGINEERING TE	46539	440-5900-740.30-34		2/2010	8,790.00
			46899	440-5900-740.30-34	1009D	2/2010	1,800.00
						* Total	10,590.00
02/10/2010	98607	DAKOTA CTY SOIL & WATER	1975	440-5900-740.30-70	0909D	2/2010	4,110.00
						* Total	4,110.00
02/10/2010	98637	METZEN APPRAISALS	SOUTH GROVE	440-5900-740.30-70	1009D	2/2010	21,000.00
						* Total	21,000.00
02/10/2010	98667	SOUTH CEDAR GREENHOUSES	57704	440-5900-740.60-65	0909D	2/2010	3,260.22
						* Total	3,260.22
02/17/2010	98700	BITUMINOUS ROADWAYS, IN	MILL & OVERLAY	440-5900-740.80-30	0809C	2/2010	1,500.70
						* Total	1,500.70
02/17/2010	98703	BRAUN INTERTEC CORPORAT	317040	440-5900-740.30-34		2/2010	3,500.00

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
02/17/2010	98703	BRAUN INTERTEC CORPORAT	317041	440-5900-740.30-34		2/2010	4,210.50
						* Total	7,710.50
02/17/2010	98734	KIMLEY-HORN & ASSOCIATE	4064681	440-5900-740.30-30	0909D	2/2010	19,146.25
			4064682	440-5900-740.30-30	0809F	2/2010	1,050.74
						* Total	20,196.99
				7 Checks	** Fund Total		68,368.41
02/17/2010	98758	SOUTH ST PAUL, CITY OF	STORM WATER	441-0000-207.08-00		2/2010	40.50
						* Total	40.50
				1 Checks	** Fund Total		40.50
02/10/2010	98630	KENNEDY & GRAVEN	93788	446-5915-746.30-42	0315	2/2010	442.76
			93882	446-5915-746.30-44	0315	2/2010	246.00
						* Total	688.76
				1 Checks	** Fund Total		688.76
02/10/2010	98632	LANOUE, ANN	mileage - finance seminar	452-9000-570.50-65		2/2010	22.43
						* Total	22.43
02/10/2010	98665	SHEA, CATHY	mileage - finance seminar	452-9000-570.50-65		2/2010	26.60
						* Total	26.60
02/17/2010	98707	DAKOTA CTY PROPERTY REC	2300	452-9000-570.30-70		2/2010	4,684.00
						* Total	4,684.00
				3 Checks	** Fund Total		4,733.03
02/10/2010	98632	LANOUE, ANN	mileage - finance seminar	453-9000-570.50-65		2/2010	22.44
						* Total	22.44
02/10/2010	98665	SHEA, CATHY	mileage - finance seminar	453-9000-570.50-65		2/2010	26.60
						* Total	26.60
02/17/2010	98707	DAKOTA CTY PROPERTY REC	2300	453-9000-570.30-70		2/2010	8,956.00
						* Total	8,956.00
				3 Checks	** Fund Total		9,005.04
02/10/2010	98602	CITY OF BLOOMINGTON	JAN 2010	501-7100-512.30-70		2/2010	400.00
						* Total	400.00
02/10/2010	98619	G & K SERVICES	acct 7494701	501-7100-512.60-45		2/2010	29.91
						* Total	29.91
02/10/2010	98622	GOPHER STATE ONE-CALL	10588	501-7100-512.30-70		2/2010	220.35
						* Total	220.35
02/10/2010	98625	HD SUPPLY WATERWORKS LT	9902630	501-7100-512.40-42		2/2010	69.69
						* Total	69.69

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
02/10/2010	98640	MN DEPT OF EMPLOYMENT &	4TH QTR 2009	501-7100-512.20-70		2/2010	3,123.56
						* Total	3,123.56
02/10/2010	98643	MN PIPE & EQUIPMENT	249047	501-7100-512.60-16		2/2010	340.48
						* Total	340.48
02/10/2010	98655	PLANT & FLANGED EQUIPME	53776	501-7100-512.60-16		2/2010	303.98
						* Total	303.98
02/10/2010	98678	VALLEY-RICH CO, INC	15183	501-7100-512.40-46		2/2010	2,437.49
						* Total	2,437.49
02/10/2010	98691	XCEL ENERGY	acct 5160987097	501-7100-512.40-10		2/2010	970.03
			acct 5160987097	501-7100-512.40-20		2/2010	10,625.81
						* Total	11,595.84
02/17/2010	98720	G & K SERVICES	1182239220	501-7100-512.60-45		2/2010	4.93
						* Total	4.93
02/17/2010	98740	MIDWEST TESTING	1496	501-7100-512.40-43		2/2010	2,404.69
						* Total	2,404.69
02/17/2010	98758	SOUTH ST PAUL, CITY OF	WATER	501-7100-512.40-05		2/2010	149.70
						* Total	149.70
				12 Checks	** Fund Total		21,080.62
02/10/2010	98619	G & K SERVICES	acct 7494701	502-7200-514.60-45		2/2010	12.83
						* Total	12.83
02/10/2010	98651	PERSYN, SANDRA	replacement ck	502-0000-116.00-00		2/2010	779.94
						* Total	779.94
02/10/2010	98691	XCEL ENERGY	acct 5160987097	502-7200-514.40-20		2/2010	427.38
						* Total	427.38
02/17/2010	98698	AUBITZ, SCOTT & SARA	REQUESTED CREDIT REFUND	502-0000-116.00-00		2/2010	169.07
						* Total	169.07
02/17/2010	98720	G & K SERVICES	1182239220	502-7200-514.60-45		2/2010	2.12
						* Total	2.12
02/17/2010	98739	METROPOLITAN COUNCIL	920073	502-7200-514.40-15		2/2010	117,639.26
						* Total	117,639.26
02/17/2010	98755	REICH, JEFF & STEPHANIE	REQUESTED CREDIT REFUND	502-0000-116.00-00		2/2010	170.53
						* Total	170.53
02/17/2010	98758	SOUTH ST PAUL, CITY OF	SEWER	502-7200-514.40-15		2/2010	334.80
						* Total	334.80
02/17/2010	98760	STEWART TITLE OF MN INC	REQUESTED CREDIT REFUND	502-0000-116.00-00		2/2010	65.12
						* Total	65.12

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
02/17/2010	98772	WEST TITLE LLC	REQUESTED CREDIT REFUND	502-0000-116.00-00		2/2010	70.62
						* Total	70.62
				10 Checks	** Fund Total		119,671.67
02/10/2010	98590	ACE PAINT & HARDWARE	501302	503-8600-527.40-40		2/2010	25.17
						* Total	25.17
02/10/2010	98591	ALL TEST & INSPECTIONS	CR1010705	503-8600-527.50-45		2/2010	322.20
						* Total	322.20
02/10/2010	98610	DAKOTA ELECTRIC ASSN	acct 2013605	503-8600-527.40-20		2/2010	186.64
						* Total	186.64
02/10/2010	98618	G & K SERVICES	acct 0157401	503-8600-527.60-45		2/2010	56.42
						* Total	56.42
02/10/2010	98620	GEMPLER'S INC.	1014841277	503-8600-527.60-65		2/2010	426.45
						* Total	426.45
02/10/2010	98636	MENARDS - WEST ST. PAUL	acct 30170265	503-8600-527.60-12		2/2010	24.80
						* Total	24.80
02/10/2010	98640	MN DEPT OF EMPLOYMENT &	4TH QTR 2009	503-8000-521.20-70		2/2010	703.47
			4TH QTR 2009	503-8300-524.20-70		2/2010	1,574.00
			4TH QTR 2009	503-8500-526.20-70		2/2010	702.00
			4TH QTR 2009	503-8600-527.20-70		2/2010	2,831.16
						* Total	5,810.63
02/10/2010	98647	MTI DISTRIBUTING CO	710979	503-8600-527.40-42		2/2010	198.33
			710980	503-8600-527.40-42		2/2010	962.57
			71098001	503-8600-527.40-42		2/2010	248.01
			711509	503-8600-527.40-42		2/2010	112.39
			71151100	503-8600-527.40-42		2/2010	1,469.37
						* Total	2,990.67
02/10/2010	98648	NAPA OF INVER GROVE HEI	186233	503-8600-527.40-42		2/2010	24.24
			187269	503-8600-527.60-12		2/2010	28.30
			187707	503-8600-527.40-42		2/2010	23.74
						* Total	76.28
02/10/2010	98656	PRECISION TURF & CHEMIC	34116	503-8600-527.60-30		2/2010	2,886.48
			34117	503-8600-527.60-35		2/2010	121.84
						* Total	3,008.32
02/10/2010	98681	VERIZON WIRELESS	acct 480568913	503-8500-526.50-20		2/2010	8.54
						* Total	8.54
02/10/2010	98683	XCEL ENERGY	acct 5158775110	503-8600-527.40-20		2/2010	9.30
						* Total	9.30
02/10/2010	98684	XCEL ENERGY	ACCT 5157543641	503-8500-526.40-10		2/2010	297.59
			ACCT 5157543641	503-8500-526.40-20		2/2010	352.86

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
02/10/2010	98684	XCEL ENERGY	ACCT 5157543641	503-8600-527.40-10		2/2010	624.47
			ACCT 5157543641	503-8600-527.40-20		2/2010	40.92
						* Total	1,315.84
02/10/2010	98685	XCEL ENERGY	ACCT 5158775121	503-8600-527.40-10		2/2010	58.14
						* Total	58.14
				14 Checks	** Fund Total		14,319.40
02/10/2010	98601	CHAMPIONSHIP PRODUCTS	28005	504-6100-452.60-45	R40120	2/2010	751.50
						* Total	751.50
02/10/2010	98626	INDEPENDENT SCHOOL DIST	SENIOR CLASS	504-0000-227.10-00		2/2010	34.00
						* Total	34.00
02/10/2010	98628	INVER GROVE HEIGHTS SEN	SENIOR LUNCH	504-0000-227.10-00		2/2010	78.00
						* Total	78.00
02/10/2010	98640	MN DEPT OF EMPLOYMENT &	4TH QTR 2009	504-6100-452.20-70	R40500	2/2010	12.87
						* Total	12.87
02/10/2010	98653	PETTY CASH	supplies for sparks	504-6100-452.60-09	R20100	2/2010	11.48
						* Total	11.48
02/10/2010	98660	SAM'S CLUB	acct 7715090061606950	504-6100-452.60-09	R90100	2/2010	11.20
						* Total	11.20
02/10/2010	98680	VANDEHOEF, AL	supplies-dad/daughter	504-6100-452.60-09	R30600	2/2010	14.39
						* Total	14.39
				7 Checks	** Fund Total		913.44
02/10/2010	98590	ACE PAINT & HARDWARE	501288	505-6200-453.60-65	C50000	2/2010	3.73
			501289	505-6200-453.60-40	C51000	2/2010	17.06
						* Total	20.79
02/10/2010	98594	BEE ELITE GYMNASTICS	BIRTHDAY PARTY	505-0000-352.29-00	C16000	2/2010	100.00
						* Total	100.00
02/10/2010	98605	CULLIGAN	ACCT 157011438908	505-6200-453.60-16	C25000	2/2010	794.08
						* Total	794.08
02/10/2010	98615	FERRELLGAS	ACCT 7757735	505-6200-453.60-21	C21000	2/2010	669.73
						* Total	669.73
02/10/2010	98640	MN DEPT OF EMPLOYMENT &	4TH QTR 2009	505-6200-453.20-70	C81000	2/2010	2,282.47
						* Total	2,282.47
02/10/2010	98653	PETTY CASH	postage - mailings	505-6200-453.50-35	C10100	2/2010	10.50
			parking conciliation cort	505-6200-453.50-65	C10000	2/2010	4.50
			bug stuff for plant	505-6200-453.60-16	C25000	2/2010	16.05
			cards for clients	505-6200-453.60-65	C70000	2/2010	8.58
						* Total	39.63

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
02/10/2010	98654	PETTY CASH - TERI O'CON	CHANGE/TICKET	505-0000-101.04-00		2/2010	1,000.00
						* Total	1,000.00
02/10/2010	98660	SAM'S CLUB	acct 7715090061606950	505-6200-453.50-70	C10000	2/2010	380.00
			acct 7715090061606950	505-6200-453.60-11	C25000	2/2010	42.34
			acct 7715090061606950	505-6200-453.60-16	C70000	2/2010	2.27
			acct 7715090061606950	505-6200-453.60-65	C10100	2/2010	245.62
			acct 7715090061606950	505-6200-453.76-05	C30300	2/2010	120.13
			acct 7715090061606950	505-6200-453.76-10	C30300	2/2010	93.51
						* Total	883.87
02/10/2010	98679	VANCO SERVICES LLC	JANUARY 2010	505-6200-453.70-60	C10100	2/2010	45.80
						* Total	45.80
02/17/2010	98726	HAWN, MELISSA	damage deposit return	505-0000-352.25-00	C15500	2/2010	500.00
						* Total	500.00
				10 Checks	** Fund Total		6,336.37
02/10/2010	98633	LEAGUE OF MN CITIES INS	3rd installment	602-2100-415.50-09		2/2010	52,566.75
			3RD INSTALLMENT	602-2100-415.50-10		2/2010	47,843.00
			3RD INSTALLMENT	602-2100-415.50-11		2/2010	31,310.75
			3RD INSTALLMENT	602-2100-415.50-12		2/2010	10,905.25
			3RD INSTALLMENT	602-2100-415.50-15		2/2010	487.00
			3RD INSTALLMENT	602-2100-415.50-16		2/2010	3,401.50
						* Total	146,514.25
				1 Checks	** Fund Total		146,514.25
02/10/2010	98600	CARQUEST OF ROSEMOUNT	1596118771	603-5300-444.60-40		2/2010	44.81
			1596118776	603-5300-444.60-12		2/2010	61.56
						* Total	106.37
02/10/2010	98608	DAKOTA CTY TECH COLLEGE	73293	603-5300-444.50-80		2/2010	600.00
						* Total	600.00
02/10/2010	98612	DON PIEHL	158355	603-5300-444.60-40		2/2010	25.10
			158356	603-5300-444.60-40		2/2010	170.99
						* Total	196.09
02/10/2010	98619	G & K SERVICES	acct 7494701	603-5300-444.40-65		2/2010	60.07
			acct 7494701	603-5300-444.60-45		2/2010	26.81
						* Total	86.88
02/10/2010	98669	STATE OF MN-DEPT OF PUB	erc id 190710050	603-5300-444.50-70		2/2010	25.00
						* Total	25.00
02/10/2010	98674	TOTAL CONSTRUCTION & EQ	46631	603-5300-444.40-40		2/2010	762.81
			46632	603-5300-444.40-40		2/2010	118.65
						* Total	881.46
02/10/2010	98686	XCEL ENERGY	acct 5152791130	603-5300-444.40-10		2/2010	2,179.72
			acct 5152791130	603-5300-444.40-20		2/2010	2,408.39

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
						* Total	4,588.11
02/10/2010	98692	XCEL ENERGY	acct 5152791130	603-5300-444.40-20		2/2010	2,515.15
			acct 5152791130	603-5300-444.40-10		2/2010	2,744.52
						* Total	5,259.67
02/17/2010	98699	BAARS MECHANICAL, INC.	11-L	603-5300-444.40-40		2/2010	278.40
			5-L	603-5300-444.40-40		2/2010	778.45
						* Total	1,056.85
02/17/2010	98702	BOYER TRUCKS - PARTS DI	374822	603-5300-444.40-41		2/2010	644.93
						* Total	644.93
02/17/2010	98705	CARQUEST OF ROSEMOUNT	1596119027	603-0000-145.50-00		2/2010	159.78
			1596119107	603-5300-444.40-41		2/2010	111.11
			1596119176	603-0000-145.50-00		2/2010	455.29
			1596119176	603-5300-444.40-41		2/2010	120.68
			1596119177	603-5300-444.60-12		2/2010	25.14
			1596119286	603-0000-145.50-00		2/2010	123.31
			1596119300	603-0000-145.50-00		2/2010	9.21
			1596119341	603-0000-145.50-00		2/2010	235.51
			1596119377	603-0000-145.50-00		2/2010	10.62
			1596119450	603-0000-145.50-00		2/2010	55.06
			1596119492	603-5300-444.40-41		2/2010	121.54
			1596119559	603-0000-145.50-00		2/2010	62.09
			1596119571	603-0000-145.50-00		2/2010	31.05
						* Total	1,520.39
02/17/2010	98715	DON PIEHL	158357	603-5300-444.60-40		2/2010	37.61
						* Total	37.61
02/17/2010	98716	ELECTRIC FIRE & SECURIT	67029	603-5300-444.40-40		2/2010	995.27
						* Total	995.27
02/17/2010	98717	EMERGENCY AUTOMOTIVE TE	CS020210-8	603-5300-444.40-41		2/2010	455.29
						* Total	455.29
02/17/2010	98719	FORCE AMERICA, INC.	01336089	603-5300-444.40-41		2/2010	137.49
						* Total	137.49
02/17/2010	98720	G & K SERVICES	1182239220	603-5300-444.40-65		2/2010	60.07
			1182239220	603-5300-444.60-45		2/2010	80.14
						* Total	140.21
02/17/2010	98721	GEPHART ELECTRIC CO INC	69622	603-5300-444.40-40		2/2010	2,380.00
			69624	603-5300-444.40-41		2/2010	320.00
						* Total	2,700.00
02/17/2010	98723	H&L MESABI	79598	603-0000-145.50-00		2/2010	637.83
						* Total	637.83
02/17/2010	98729	HOSE / CONVEYORS INC	8002	603-5300-444.40-41		2/2010	36.03
						* Total	36.03

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
02/17/2010	98730	INVER GROVE FORD	5029869	603-5300-444.40-41		2/2010	133.21
			5029941	603-5300-444.40-41		2/2010	253.58
			6027095	603-5300-444.40-41		2/2010	316.21
						* Total	703.00
02/17/2010	98745	MTI DISTRIBUTING CO	712151	603-5300-444.40-41		2/2010	411.24
						* Total	411.24
02/17/2010	98753	R & R CARPET SERVICE	JAN 2010	603-5300-444.40-65		2/2010	78.02
						* Total	78.02
02/17/2010	98757	SOUTH EAST TOWING	167769	603-5300-444.40-41		2/2010	80.16
						* Total	80.16
02/17/2010	98759	ST. JOSEPH EQUIPMENT, I	SI76499	603-5300-444.40-41		2/2010	1,428.64
			SI76707	603-5300-444.40-41		2/2010	654.37
			S176625	603-5300-444.40-41		2/2010	25.07
			S176680	603-5300-444.40-41		2/2010	33.77
			V121200	603-5300-444.40-41		2/2010	35.48
						* Total	2,109.79
02/17/2010	98761	TOWMASTER TRAILERS INC	318555	603-5300-444.40-41		2/2010	94.01
						* Total	94.01
				25 Checks	** Fund Total		23,581.70
02/10/2010	98603	COORDINATED BUSINESS SY	CNIN043199	604-2200-416.40-50		2/2010	123.75
						* Total	123.75
02/10/2010	98650	OFFICEMAX INC	ACCT 687054	604-2200-416.60-10		2/2010	113.57
						* Total	113.57
02/10/2010	98660	SAM'S CLUB	acct 7715090061606950	604-2200-416.60-10		2/2010	13.41
						* Total	13.41
02/17/2010	98750	OFFICE EQUIPMENT FINANC	acct 923425	604-2200-416.40-50		2/2010	1,911.81
						* Total	1,911.81
02/17/2010	98752	PRECISION DATA SYSTEMS	8087	604-2200-416.60-05		2/2010	868.22
						* Total	868.22
				5 Checks	** Fund Total		3,030.76
02/10/2010	98634	LONE OAK COMPANIES	46188	605-3100-419.50-35		2/2010	373.36
						* Total	373.36
02/10/2010	98694	ZEE MEDICAL SERVICE	54188569	605-3100-419.60-65		2/2010	106.96
						* Total	106.96
02/17/2010	98699	BAARS MECHANICAL, INC.	143-K	605-3100-419.40-40		2/2010	117.98
						* Total	117.98
02/17/2010	98728	HILLYARD INC	6189664	605-3100-419.60-11		2/2010	270.98

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
						* Total	270.98
02/17/2010	98749	NS/I MECHANICAL CONTRAC	W19074	605-3100-419.40-40		2/2010	567.50
			W19081	605-3100-419.40-40		2/2010	956.40
						* Total	1,523.90
02/17/2010	98753	R & R CARPET SERVICE	JAN 2010	605-3100-419.40-65		2/2010	103.56
						* Total	103.56
02/17/2010	98770	USA MOBILITY WIRELESS I	acct 03174935	605-3100-419.40-65		2/2010	4.91
						* Total	4.91
02/17/2010	98774	XCEL ENERGY	acct 5142529960	605-3100-419.40-20		2/2010	3,175.50
						* Total	3,175.50
02/17/2010	98778	ZAYO ENTERPRISE NETWORK	acct 6514502500	605-3100-419.50-20		2/2010	981.12
						* Total	981.12
						9 Checks ** Fund Total	6,658.27
02/10/2010	98693	XEROX DIRECT	90175344	606-1400-413.60-41		2/2010	2,821.50
						* Total	2,821.50
02/17/2010	98696	ADVANCED TECHNOLOGY SYS	53764	606-1400-413.60-10		2/2010	2,119.90
						* Total	2,119.90
02/17/2010	98751	OFFICE OF ENTERPRISE TE	JAN 2010	606-1400-413.30-75		2/2010	311.81
			january 2010	606-1400-413.30-70		2/2010	100.00
						* Total	411.81
						3 Checks ** Fund Total	5,353.21
02/10/2010	98593	ARAMARK REFRESHMENT SER	955997	702-0000-228.65-00		2/2010	91.91
						* Total	91.91
02/10/2010	98604	CULLIGAN	acct 157984732428	702-0000-228.63-00		2/2010	27.82
						* Total	27.82
02/17/2010	98709	DAKOTA CTY SHERIFF'S DE	michael paul gale	702-0000-229.10-00		2/2010	300.00
						* Total	300.00
02/17/2010	98727	HENNEPIN COUNTY DISTRIC	chanthavy prasomack	702-0000-229.10-00		2/2010	300.00
						* Total	300.00
						4 Checks ** Fund Total	719.73
02/17/2010	98732	JR'S APPLIANCE DISPOSAL	70085	703-5500-446.40-25		2/2010	264.00
						* Total	264.00
						1 Checks ** Fund Total	264.00
						222 Checks *** Bank Total	649,229.04

Prepared: 02/17/2010, 11:13:35
Program: GM179L
Bank: 00 City of Inver Grove Heights

City of Inver Grove Heights
CHECK REGISTER BY FUND

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT

222 Checks *** Grand Total							649,229.04

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Final Compensating Change Order No. 1, Final Pay Voucher No. 2, Engineer's Final Report, and Resolution Accepting Work for City Project No. 2008-09C – Mill and Overlay

Meeting Date: February 22, 2010
 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

TSK
SST *LS*

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

PURPOSE/ACTION REQUESTED

Consider Final Compensating Change Order No. 1, Final Pay Voucher No. 2, Engineer's Final Report, and Resolution Accepting Work for City Project No. 2008-09C – Mill and Overlay.

SUMMARY

The improvements were ordered as part of the 2008 Pavement Management Program. The contract was awarded in the amount of \$121,573.08 to Bituminous Roadways, Inc., on July 14, 2008 for City Project No. 2008-09C – Mill and Overlay.

The contractor has completed the project through December 31, 2009 and has passed the warranty period. The Final Compensating Change Order, in the amount of -\$21,526.50 is to balance the final contract amount with the final work completed to date.

I recommend approval of the Final Compensating Change Order in the amount of -\$21,526.50 (for a final contract amount of \$100,046.58), approval of Final Pay Voucher No. 2 in the amount of \$1,500.70, acceptance of the Engineer's Final Report, and approval of the Resolution Accepting Work for City Project No. 2008-09C – Mill and Overlay.

TJK/kf

- Attachments: Final Compensating Change Order No. 1
- Final Pay Voucher No. 2
- Engineer's Final Report
- Resolution Accepting Work

FINAL COMPENSATING CHANGE ORDER No. 1

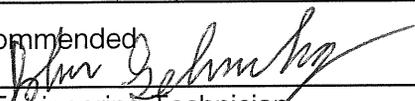
**2008 IMPROVEMENT PROGRAM
CITY PROJECT NO. 2008-09C
MILL AND OVERLAY**

Owner: City of Inver Grove Heights 8150 Barbara Avenue Inver Grove Heights, MN 55077	Date of Issuance: February 12, 2010
Contractor: Bituminous Roadways, Inc. 9050 Jefferson Trail Inver Grove Heights, MN 55077	Engineer: City Engineer

Purpose of Change Order

The contract has been modified to include the following:

See attached explanation sheet.

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIME
Original Contract Price: \$121,573.08	Original Contract Time:
Previous Change Orders \$0.00	Net Change from Previous Change Orders
Contract Price Prior to this Change Order \$121,573.08	Contract Time Prior to this Change Order
Net Decrease of this Change Order (\$21,526.50)	Net Increase (Decrease) of Change Order
Contract Price with all Approved Change Orders \$100,046.58	Contract Time with Approved Change Orders
Recommended By:  Engineering Technician	Approved By: _____ Bituminous Roadways, Inc.

Approved By:


Thomas J. Kaldunski, City Engineer

Approved By:

George Tourville, Mayor

Date of Council Action:

ATTACHMENT TO FINAL COMPENSATING CHANGE ORDER No. 1

Final compensating amount to balance value of work completed and total payments made to Contractor. Accounts for miscellaneous increases and decreases in contract quantities listed in Final Payment Voucher form. The amount is calculated as follows:

Total Value of work completed to date	\$ 121,573.08
Contract amount to date	\$ 100,046.58
Compensating Change Order Amount	-\$21,526.50

Total of Change Order Number 2 - \$21,526.50

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

ENGINEER'S REPORT OF FINAL ACCEPTANCE

**CITY PROJECT NO. 2008-09C
MILL AND OVERLAY**

February 22, 2010

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 Bituminous Roadways, Inc. The work consisted of bituminous mill and overlay.

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	\$121,573.08
CHANGE ORDER (Deduction)	(\$21,526.50)
FINAL CONTRACT AMOUNT	\$100,046.58
FINAL VALUE OF WORK	\$100,046.58
PREVIOUS PAYMENTS	\$98,545.88
BALANCE DUE	\$1,500.70

Sincerely,



Thomas J. Kaldunski, P.E.
City Engineer

**2008 PAVEMENT MANAGEMENT PROGRAM
2008-09C CENEX DRIVE MILL AND OVERLAY
PAY ESTIMATE 2 (FINAL)**

ITEM NO.	MN/DOT NO.	ITEM	UNIT	CONTRACT QUANTITY	QUANTITY TO DATE	UNIT PRICE	CONTRACT AMOUNT	AMOUNT TO DATE
1	2021.501	Mobilization	LS	1	1	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00
2	2104.501	Remove Curb & Gutter	LF	428	327	\$ 6.00	\$ 2,568.00	\$ 1,962.00
3	2104.505	Remove Bituminous Pavement (Full Depth)	SY	20	49	\$ 6.00	\$ 120.00	\$ 294.00
4	2105.526	Select Topsoil Borrow (LV)	CY	17	10	\$ 25.00	\$ 425.00	\$ 250.00
5	2232.501	Mill Bituminous Surface (2")	SY	8,903	8,903	\$ 0.20	\$ 1,780.60	\$ 1,780.60
6	2350.505	Type MV4 Crack Patching Along Curb	LF	428	390	\$ 5.00	\$ 2,140.00	\$ 1,950.00
7	2350.505	Type MV4 Crack Patching in Milled Street	TON	50		\$ 120.00	\$ 6,000.00	\$ -
8	2350.508	Type MV4 Wearing Course (B)	TON	1,077	977	\$ 60.00	\$ 64,620.00	\$ 58,641.60
9	2350.508	Type LV4 Bituminous Mixture for Paths (2.5")	SY	20	18	\$ 20.00	\$ 400.00	\$ 360.00
10	2357.502	Bituminous Material for Tack Coat	GAL	712	650	\$ 3.50	\$ 2,492.00	\$ 2,275.00
11	2504.602	Adjust Gate Valve	EA	1	4	\$ 125.00	\$ 125.00	\$ 500.00
12	2506.522	Adjust Frame & Ring Casting (New Rings)	EA	3	3	\$ 1,100.00	\$ 3,300.00	\$ 3,300.00
13	2506.522	Grout Manhole Rings	EA	1	1	\$ 110.00	\$ 110.00	\$ 110.00
14	2506.602	Grout LP-4 Blocks	EA	5	5	\$ 165.00	\$ 825.00	\$ 825.00
15	2506.602	Replace LP-4 CB Top Section	EA	4	3.5	\$ 2,500.00	\$ 10,000.00	\$ 8,750.00
16	2531.501	Concrete Curb & Gutter Design B618 (Hand Formed)	LF	428	327	\$ 18.45	\$ 7,896.60	\$ 6,033.15
17	2531.532	Pedestrian Curb Ramp with Truncated Domes	EA	3	3	\$ 790.00	\$ 2,370.00	\$ 2,370.00
18	2563.602	Traffic Control	LS	1	1	\$ 2,050.00	\$ 2,050.00	\$ 2,050.00
19	2565.602	Remove and Replace Loop Detectors	EA	4		\$ 1,265.00	\$ 5,060.00	\$ -
20	2582.501	Pavement Message (Left Arrow) Latex	EA	2	2	\$ 42.15	\$ 84.30	\$ 84.30
21	2582.502	Linear Markings - 4" Width Latex Solid White	LF	98	101	\$ 0.26	\$ 25.48	\$ 26.26
22	2582.502	Linear Markings - 18" Width Latex Solid White	LF	39	48	\$ 1.60	\$ 62.40	\$ 76.80
23	2582.502	Linear Markings - 24" Width Latex Solid Yellow	LF	82	84	\$ 2.10	\$ 172.20	\$ 176.40
24	2582.502	Linear Markings - 4" Latex Solid Double Yellow	LF	430	441	\$ 0.52	\$ 223.60	\$ 229.32
25	2582.503	Zebra Crosswalks Latex (3'x6')	SF	288	306	\$ 1.60	\$ 460.80	\$ 489.60
26	2575.505	Sodding Type Lawn	SY	134	77	\$ 13.15	\$ 1,762.10	\$ 1,012.55
27	SPECIAL	Water Usage Allowance	LS	1	1	\$ 500.00	\$ 500.00	\$ 500.00
TOTAL:							\$ 121,573.08	\$ 100,046.58

ORIGINAL CONTRACT AMOUNT:	\$ 121,573.08
FINAL COMPENSATING CHANGE ORDER:	\$ (21,526.50)
FINAL CONTRACT AMOUNT:	\$ 100,046.58

TOTAL AMOUNT TO DATE:	\$ 100,046.58
0% RETAINAGE:	\$ -
PREVIOUS PAYMENTS:	\$ 98,545.88
PAYMENT 2 (FINAL) TOTAL:	\$ 1,500.70

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

**RESOLUTION ACCEPTING WORK OF BITUMINOUS ROADWAYS, INC. AND AUTHORIZING
FINAL PAYMENT IN THE AMOUNT OF \$1,500.70**

**2008 PAVEMENT MANAGEMENT PROGRAM
CITY PROJECT NO. 2008-09C – MILL AND OVERLAY**

RESOLUTION NO. _____

WHEREAS, pursuant to a written contract with the City of Inver Grove Heights dated July 14, 2008, Bituminous Roadways, Inc., satisfactorily completed improvements and appurtenances for the 2008 Pavement Management Program, City Project No. 2008-09C – Mill and Overlay.

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 22nd day of February 2010.

AYES:
NAYS:

George Tourville, Mayor

ATTEST:

Melissa Rheaume, Deputy Clerk

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Resolution Accepting Individual Project Order No. 14A to Kimley-Horn & Associates, Inc. for As-Built Services for the 2009 Pavement Management Program, Urban Street Reconstruction – City Project No. 2008-09F – Salem Hills Farm

Meeting Date: February 22, 2010
Item Type: Consent
Contact: Thomas J. Kaldunski, 651.450.2572 *DK*
Prepared by: Thomas J. Kaldunski, City Engineer
Reviewed by: Scott D. Thureen, Public Works Director

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 Fund

PURPOSE/ACTION REQUESTED

Consider resolution accepting Individual Project Order (IPO) No. 14A from Kimley-Horn & Associates, Inc. for as-built services for the 29009 Pavement Management Program, Urban Street Reconstruction – City Project No. 2008-09F – Salem Hills Farm.

SUMMARY

IPO No. 14A includes construction services including preparation of as-built plans based on Kimley-Horn’s construction observations and notes. A survey will be conducted for the as-built plans. The as-built plans will be prepared on the City’s AutoCAD drawings. Items to be surveyed include the sump baskets and clean-outs, sanitary and storm sewer structures, and a survey of the emergency overflow on Beckman Street. The IPO also includes survey work for the trail that was added to the project and Kimley-Horn and Associates, Inc. services at a neighborhood meeting.

These services can be provided most efficiently by Kimley-Horn & Associates, Inc. because they have the surveying and construction observation knowledge on the project. The City Engineer staff’s current workload on preparing for assessments on the 2009 projects and preparing plans and specifications for the 2010 construction projects does not allow the Division enough opportunity to complete the as-builts on a timely basis.

I have reviewed the proposal and recommend approval of the resolution which authorizes execution of IPO No. 14A in the amount of \$6,900 for Kimley-Horn to provide these consulting services.

TJK/kf
Attachments: Resolution
IPO No. 14A

**CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY**

RESOLUTION APPROVING INDIVIDUAL PROJECT ORDER NO. 14A WITH KIMLEY-HORN AND ASSOCIATES, INC. FOR AS-BUILT SERVICES FOR THE 2009 PAVEMENT MANAGEMENT PROGRAM, URBAN STREET RECONSTRUCTION – CITY PROJECT NO. 2008-09F (SALEM HILLS FARM)

RESOLUTION NO. _____

WHEREAS, Kimley-Horn and Associates, Inc. has submitted Individual Project Order No. 14A for the additional construction services work as requested by the City of Inver Grove Heights.

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

1. Individual Project Order (IPO) No. 14A with Kimley-Horn and Associates, Inc. for the following work is hereby approved:

<u>Work Task</u>	<u>Estimated Fee</u>
Construction services including:	
As-built services	\$5,750.00
Construction staking	900.00
Other expenses	<u>250.00</u>
Total	\$6,900.00

2. The City is authorized to enter into IPO No. 14A with Kimley-Horn and Associates, Inc.

Adopted by the City Council of Inver Grove Heights, MN this 22nd day of February 2010.

AYES:
NAYS

George Tourville, Mayor

ATTEST:

Melissa Rheaume, Deputy Clerk

INDIVIDUAL PROJECT ORDER NUMBER FOURTEEN A (14A)

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

Identification of Project: Salem Hills Farm Reconstruction and Mill and Overlay Improvements
City Project 2008-09F

General Category of Services: Additional Construction Phase Services

Specific Scope of Basic Services: To provide additional construction phase services including as-built drawings.
See attached Exhibit A for a more detailed summary of the scope of services.

Additional Services if Required: None identified at this time.

Schedule: See attached Exhibit C.

Deliverables: As-Built Drawings

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

Special Terms of Compensation: None

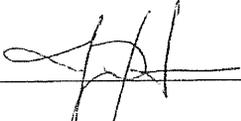
Other Special Terms of Individual Project Order: None

ACCEPTED:

CITY OF INVER GROVE HEIGHTS

KIMLEY-HORN AND ASSOCIATES, INC.

BY: _____

BY:  _____

TITLE: _____

TITLE: Vice President

DATE: _____

DATE: 2/8/10

EXHIBIT A
SCOPE OF SERVICES

INDIVIDUAL PROJECT ORDER (IPO) NO. 14A

SALEM HILLS FARM RECONSTRUCTION AND MILL AND OVERLAY IMPROVEMENTS
CITY PROJECT 2008-09F

IPO No. 14 included construction phase services for the Salem Hills Farm Reconstruction and Mill and Overlay Improvements project. This IPO includes additional construction phase services, including preparation of as-built drawings. These services are detailed below.

1. Construction Services and Observation

A. Construction Administration

At the request of City staff, Kimley-Horn will prepare as-built drawings detailing the constructed improvements within the reconstruction area of the project. As-built information will include the following:

- Location and rim elevations of drain tile sump baskets and cleanouts
- Rim and invert elevations for storm sewer improvements
- Rim elevations on sanitary sewer castings
- Survey of emergency overflow to confirm 100-year overflow elevation

We have assumed the City will provide us with electronic drawings of the final construction plan set. Gorman Surveying will be our sub-consultant for the as-built survey of the above referenced items.

B. Construction Observation

There are no additional services requested at this time.

C. Construction Meetings

City staff requested that Kimley-Horn attend the neighborhood meeting held on July 29, 2009, before construction activities began.

2. Construction Staking

The City awarded Bid Alternate No. 2 – Trail Connection, which added approximately 300 feet of bituminous trail to connect an existing trail along Highway 52 to the existing sidewalk within the Salem Hills area. The trail improvements required additional construction staking services. Gorman Surveying performed the construction staking as a sub-consultant to Kimley-Horn.

3. Geotechnical Testing

There are no additional services requested at this time.

EXHIBIT B
ESTIMATED COSTS

INDIVIDUAL PROJECT ORDER (IPO) NO. 14A

SALEM HILLS FARM RECONSTRUCTION AND MILL AND OVERLAY IMPROVEMENTS
CITY PROJECT 2008-09F

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

<u>Work Task</u>	<u>Additional Services Estimated Fee</u>
1. Construction Services and Observation	\$ 5,750
2. Construction Staking	\$ 900
3. Geotechnical Testing	\$ 0
<u>Reimbursable Expenses</u>	<u>\$ 250</u>
Total Estimated Cost	\$ 6,900

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

Our total estimated not-to-exceed cost for the scope of services included as a part of this IPO is, therefore, \$6,900 including all labor and reimbursable expenses.

EXHIBIT C
SCHEDULE

INDIVIDUAL PROJECT ORDER (IPO) NO. 14A

SALEM HILLS FARM RECONSTRUCTION AND MILL AND OVERLAY IMPROVEMENTS
CITY PROJECT 2008-09F

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

As-Built Survey	April 2010
As-Builts Completed	May 2010

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 2009 Pavement Management Program – City Project No. 2009-09D – South Grove Street Reconstruction (Area 4)

Meeting Date: February 22, 2010
 Item Type: Consent
 Contact: Thomas J. Kaldunski, 651.450.2572 ^{PK}
 Prepared by: Thomas J. Kaldunski, City Engineer
 Reviewed by: Scott D. Thureen, Public Works Director

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

PURPOSE/ACTION REQUESTED

Consider 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 2009 Pavement Management Program – City Project No. 2009-09D – South Grove Street Reconstruction (Area 4).

SUMMARY

This project has been completed, with the exception of a small amount of boulevard sodding on 75th Street, and an assessment hearing is proposed for March 22, 2010.

The project assessments incorporate the street reconstruction and drainage improvements of the 2009 Urban Street Reconstruction, South Grove Area 4 – City Project No. 2009-09D. As we have done in past projects, staff will have the original property appraiser (Metzen) recertify the original appraisal analysis of the properties in the project area. This analysis will provide an opinion concerning the sustainability of the proposed assessments for the project.

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. 2009-09D – South Grove Street Reconstruction (Area 4).

TJK/kf

Attachments: Resolutions
 Project Map

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

RESOLUTION DECLARING COSTS TO BE ASSESSED AND ORDERING PREPARATION OF
PROPOSED ASSESSMENTS

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

RESOLUTION NO. _____

WHEREAS, by a resolution of the City Council on Monday, February 22, 2010, the City Clerk was directed to prepare proposed assessments of the costs of the improvements as follows:

2009-09D **2009 Pavement Management Program**
City Project No. 2009-09D – South Grove Street Reconstruction (Area 4)

WHEREAS, the project includes street reconstruction; and

WHEREAS, the total final project cost is \$2,893,925.03.

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. 2009-09D is hereby declared to be \$1,497,696.96.
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 22nd day of February 2010.

AYES:

NAYS:

George Tourville, Mayor

ATTEST:

Melissa Rheaume, Deputy Clerk

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

RESOLUTION CALLING FOR HEARING ON PROPOSED ASSESSMENTS

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

RESOLUTION NO. _____

WHEREAS, by a resolution of the City Council on Monday, February 22, 2010 the City Clerk was directed to prepare proposed assessments of the costs of the improvements as follows:

2009 Pavement Management Program

City Project No. 2009-09D – South Grove Street Reconstruction (Area 4)

WHEREAS, the project includes street reconstruction; 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 22nd day of March 2010, 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 22nd day of February 2010.

AYES:

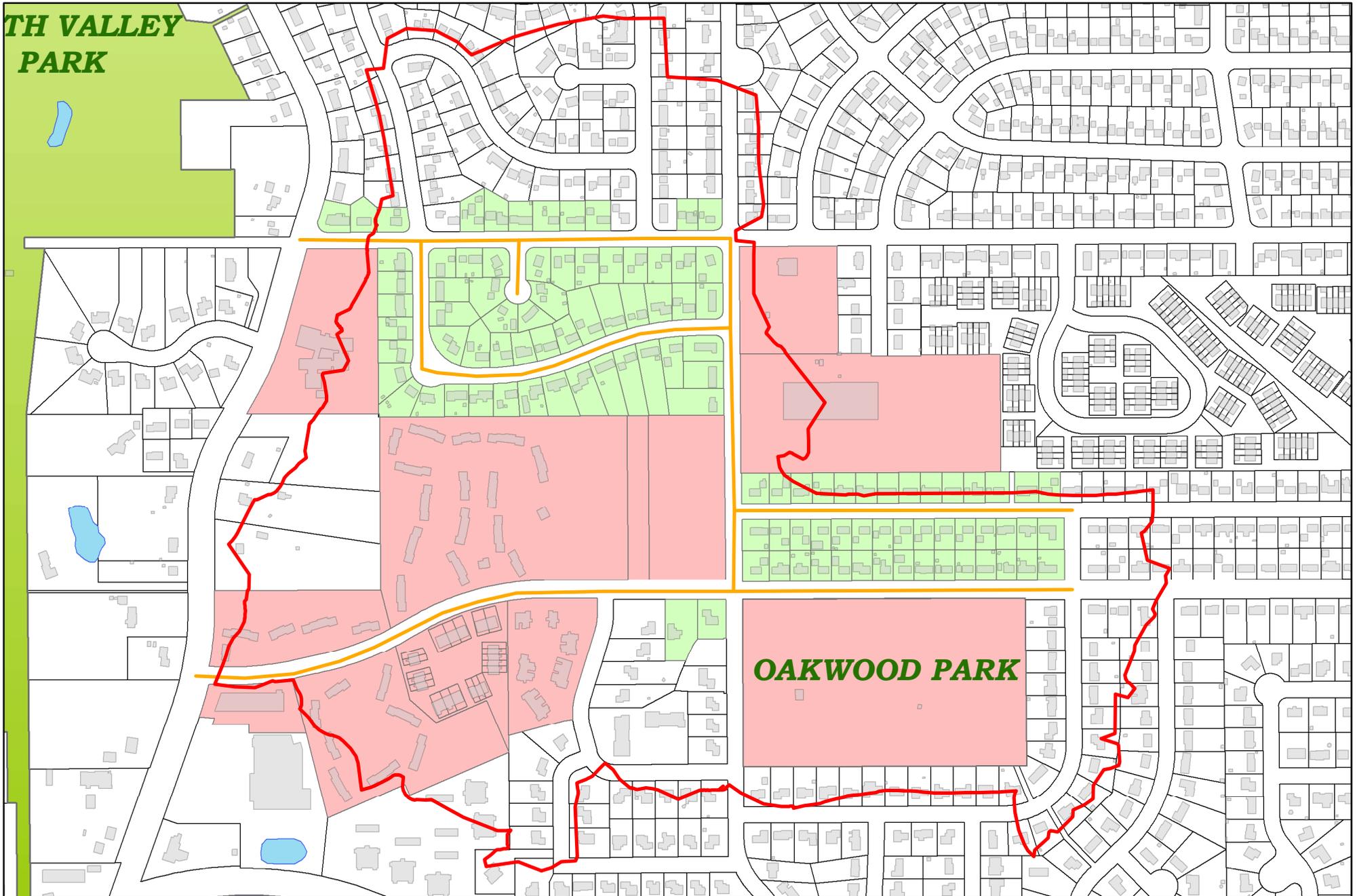
NAYS:

George Tourville, Mayor

ATTEST:

Melissa Rheaume, Deputy Clerk

**TH VALLEY
PARK**



OAKWOOD PARK

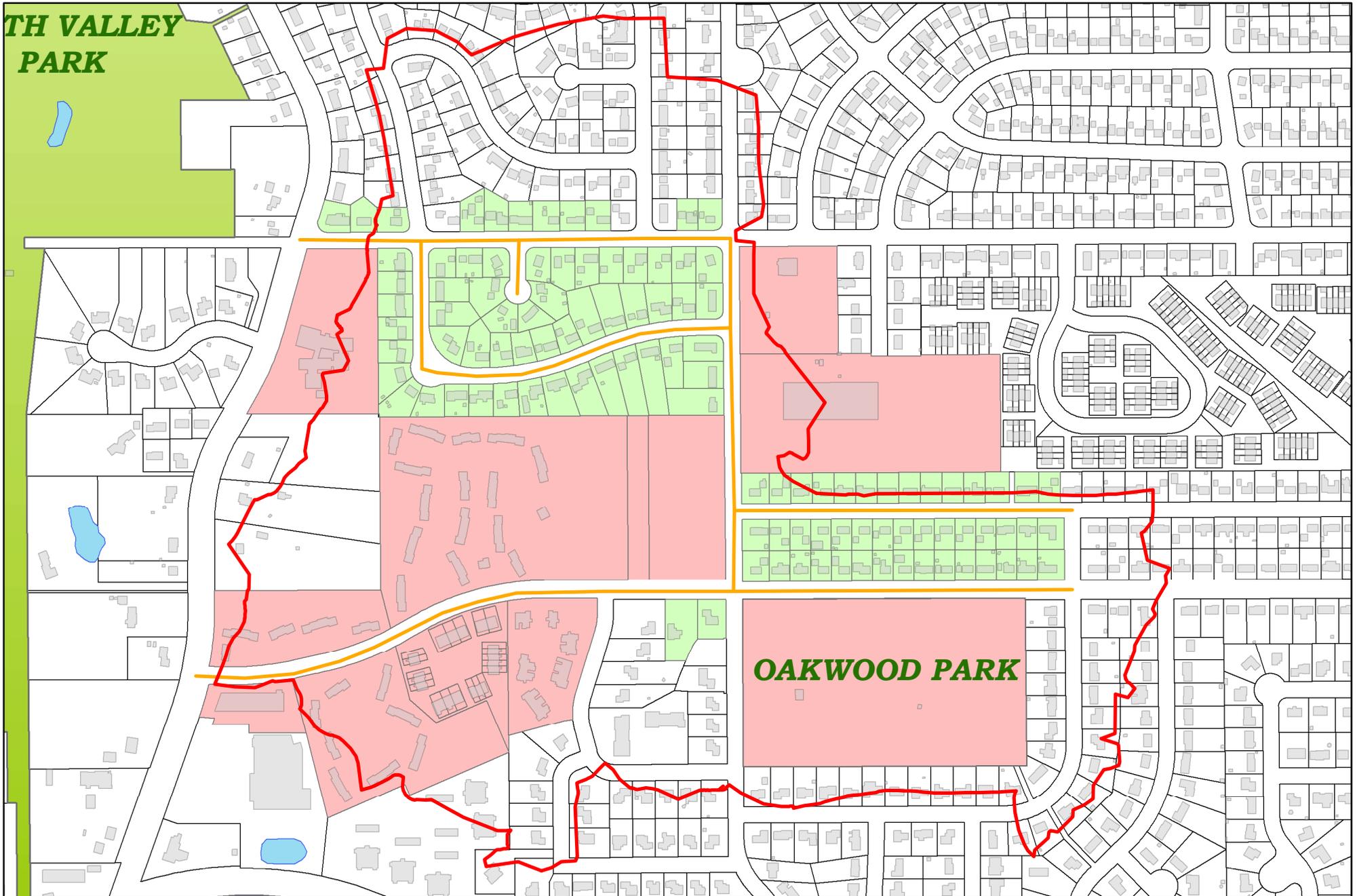
	DRAINAGE AREA		STREETS TO BE RECONSTRUCTED
	RESIDENTIAL PARCELS		
	COMMERCIAL, MULTIFAMILY, CITY PROPERTY		

Total Drainage Area 121.45 Acres
9339 ft - reconstruction centerline (1.76mi)

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



**TH VALLEY
PARK**



- DRAINAGE AREA
- RESIDENTIAL PARCELS
- COMMERCIAL, MULTIFAMILY, CITY PROPERTY
- STREETS TO BE RECONSTRUCTED

Total Drainage Area 121.45 Acres
9339 ft - reconstruction centerline (1.76mi)

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



GIS DEPARTMENT
JAN 2009



IGH4:\PROJECTS_PUBLIC\2009_PROJECTS\GIS\2009-09D AREA4 PROTOTYPE MAP.MXD

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

APPROVE CONTRACTS FOR CABLING INFRASTRUCTURE, AV MULTIMEDIA EQUIPMENT AND SECURITY SYSTEMS FOR THE PUBLIC SAFETY ADDITION/CITY HALL RENOVATION

Meeting Date: February 22, 2010
 Item Type: Consent
 Contact: JTeppen, Asst City Admin
 Prepared by:
 Reviewed by:

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

PURPOSE/ACTION REQUESTED Consider approval of the contracts for the cabling infrastructure, AV Multimedia equipment and security systems for the Public Safety Addition/City Hall Renovation.

SUMMARY The three vendors have submitted their contracts for approval following notification that the Council awarded the bids.

These contracts essentially mirror the contract with the General Contractor, Shaw Lundquist. The three contractors have submitted the required bonds and signed project labor agreements.

Staff recommends Council approve the contracts.

AIA[®] Document A101[™] – 2007

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the Eighth day of February in the year Two Thousand Ten
(In words, indicate day, month and year)

BETWEEN the Owner:
(Name, address and other information)

The City of Inver Grove Heights
8150 Barbara Avenue
Inver Grove Heights, MN 55077

and the Contractor:
(Name, address and other information)

Dascom Systems Group LLC
2415 Ventura Drive
Woodbury, MN 55125

for the following Project:
(Name, location, and detailed description)

Project #1643.01
Technology Bid Package 27B AV/Multimedia Systems
Public Safety Addition and City Hall Remodel
8150 Barbara Avenue
Inver Grove Heights, MN 55077

The Architect:
(Name, address and other information)

BKV Group, Inc.
222 North Second Street
Minneapolis, MN 55401

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201[™]-2007, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Init.

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User Notes:

(791898993)

TABLE OF ARTICLES

1	THE CONTRACT DOCUMENTS
2	THE WORK OF THIS CONTRACT
3	DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
4	CONTRACT SUM
5	PAYMENTS
6	DISPUTE RESOLUTION
7	TERMINATION OR SUSPENSION
8	MISCELLANEOUS PROVISIONS
9	ENUMERATION OF CONTRACT DOCUMENTS
10	INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

(Insert the date of commencement if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)

| The date will be fixed in a notice to proceed issued by the Owner

If, prior to the commencement of the Work, the Owner requires time to file mortgages and other security interests, the Owner's time requirement shall be as follows:

| N/A

§ 3.2 The Contract Time shall be measured from the date of commencement.

| **§ 3.3** The Contractor shall achieve Substantial Completion of the entire Work not later than *(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. If appropriate, insert requirements for earlier Substantial Completion of certain portions of the Work.)*

| As stated in Specification Section 011000, Summary of Work, in the Contract Documents.

Portion of Work

Substantial Completion Date

, subject to adjustments of this Contract Time as provided in the Contract Documents.
(Insert provisions, if any, for liquidated damages relating to failure to achieve Substantial Completion on time or for bonus payments for early completion of the Work.)

Liquidated damages apply per Specifications Section 007380 Special Conditions of the Contract for Construction Time of Completion and Liquidated Damages.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be One Hundred Fifty-Eight Thousand, Two Hundred Thirty-Three Dollars (\$158,233.00), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner: NA
(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

§ 4.3 Unit prices, if any:
(Identify and state the unit price; state quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price Per Unit
Unit Price No. 27B-1 AV/Multimedia Installer/Technician Hourly Rate	Per hour	\$95.00

§ 4.4 Allowances included in the Contract Sum, if any: NA
(Identify allowance and state exclusions, if any, from the allowance price.)

Item	Price

ARTICLE 5 PAYMENTS

§ 5.1 PROGRESS PAYMENTS

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

N/A

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the fifteenth day of a month, the Owner shall make payment of the certified amount to the Contractor not later than Thirty (30) days after the Architect receives the Application for Payment.
(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form and supported

by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- .1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of five percent (5%). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201™-2007, General Conditions of the Contract for Construction;
- .2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of five percent (5%);
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201-2007.

§ 5.1.7 The progress payment amount determined in accordance with Section 5.1.6 shall be further modified under the following circumstances:

- .1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Architect shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and
(Section 9.8.5 of AIA Document A201-2007 requires release of applicable retainage upon Substantial Completion of Work with consent of surety, if any.)
- .2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Section 9.10.3 of AIA Document A201-2007.

§ 5.1.8 Reduction or limitation of retainage, if any, shall be as follows:

(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Sections 5.1.6.1 and 5.1.6.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)

N/A

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 FINAL PAYMENT

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 12.2.2 of AIA Document A201-2007, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

N/A

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 INITIAL DECISION MAKER

The Architect will serve as Initial Decision Maker pursuant to Section 15.2 of AIA Document A201-2007, unless the parties appoint below another individual, not a party to this Agreement, to serve as Initial Decision Maker. *(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)*

The Architect shall render, as part of a project team consisting of the Architect, Owner's Project Manager, and Owner, initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 6.2 BINDING DISPUTE RESOLUTION

For any Claim subject to, but not resolved by, mediation pursuant to Section 15.3 of AIA Document A201-2007, the method of binding dispute resolution shall be as follows:

(Check the appropriate box. If the Owner and Contractor do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.)

Arbitration pursuant to Section 15.4 of AIA Document A201-2007

Litigation in a court of competent jurisdiction

Other *(Specify)*

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201-2007.

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201-2007.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201-2007 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

(Insert rate of interest agreed upon, if any.)

One and One-half percent (1.5%) per month or part of a month, per state statute.

§ 8.3 The Owner's representative:

(Name, address and other information)

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

§ 8.3.1 The Owner's Representative shall have authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization for items up to \$15,000 in cost. City Council approval will be required for amounts greater than \$15,000.

§ 8.4 The Contractor's representative:

(Name, address and other information)

Bill Gorham
Dascom Systems Group LLC
2415 Ventura Drive
Woodbury, MN 55125

§ 8.5 Neither the Owner's nor the Contractor's representative shall be changed without ten days written notice to the other party.

§ 8.6 Other provisions:

8.6.1 The Contractor shall enter into a Project Labor Agreement per Specification 002213 Supplementary Instructions to Bidders.

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§ 9.1.1 The Agreement is this executed AIA Document A101-2007, Standard Form of Agreement Between Owner and Contractor.

§ 9.1.2 The General Conditions are AIA Document A201-2007, General Conditions of the Contract for Construction.

§ 9.1.3 The Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
Specification 007300	Supplementary Conditions	December 8, 2009	12
Specification 007380	Special Conditions of the Contract for Construction Time of Completion and Liquidated Damages	December 8, 2009	1

§ 9.1.4 The Specifications:

(Either list the Specifications here or refer to an exhibit attached to this Agreement.)

(Table deleted)

Project Manual for the Public Safety Addition and City Hall Remodel, Inver Grove Heights, MN, Technology Bid Packages, Prepared by BKV Group and Elert & Associates, dated December 8, 2009.

§ 9.1.5 The Drawings:

(Either list the Drawings here or refer to an exhibit attached to this Agreement.)

All drawings listed on the cover sheet (sheet T100) of the plans titled "Technology Package, Public Safety Addition and City Hall Remodel, 8150 Barbara Avenue, Inver Grove Heights, Minnesota," dated December 8, 2009.

(Table deleted)

§ 9.1.6 The Addenda, if any:

Number	Date	Pages
Addendum One	December 22, 2009	3 pages, plus attachments
Addendum Two	December 29, 2009	2 pages
Addendum Three	December 30, 2009	2 pages, plus attachments

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 9.

§ 9.1.7 Additional documents, if any, forming part of the Contract Documents:

(Paragraphs deleted)

.1 Other documents, if any, listed below:

(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201-2007 provides that bidding requirements such as advertisement or invitation to bid, Instructions to Bidders, sample forms and the Contractor's bid are not part of the Contract Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)

AIA Document A701 – 1997 Instructions to Bidders
Specification 002213 Supplementary Instructions to Bidders
Specification 003132 Owner Provided Information
Specification 005200 Agreement and Bond Forms

ARTICLE 10 INSURANCE AND BONDS

The Contractor shall purchase and maintain insurance and provide bonds as set forth in in the Contract Documents. *(State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A201-2007.)*

This Agreement entered into as of the day and year first written above.

OWNER *(Signature)*

George Tourville, Mayor
City of Inver Grove Heights

Melissa Rheume, Deputy City Clerk
City of Inver Grove Heights
(Row deleted)

CONTRACTOR *(Signature)*

David L. Hattey, CEO, Dascom Systems Group LLC

AIA[®] Document A101[™] – 2007

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the Eighth day of February in the year Two Thousand Ten
(*In words, indicate day, month and year*)

BETWEEN the Owner:
(*Name, address and other information*)

The City of Inver Grove Heights
8150 Barbara Avenue
Inver Grove Heights, MN 55077

and the Contractor:
(*Name, address and other information*)

TRiCOM Communications, Inc.
1301 Corporate Center Drive, Suite 160
Eagan, MN 55121

for the following Project:
(*Name, location, and detailed description*)

Project #1643.01
Technology Bid Package 27A Cabling Infrastructure
Public Safety Addition and City Hall Remodel
8150 Barbara Avenue
Inver Grove Heights, MN 55077

The Architect:
(*Name, address and other information*)

BKV Group, Inc.
222 North Second Street
Minneapolis, MN 55401

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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init.

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10	INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

(Insert the date of commencement if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)

| The date will be fixed in a notice to proceed issued by the Owner

If, prior to the commencement of the Work, the Owner requires time to file mortgages and other security interests, the Owner's time requirement shall be as follows:

| N/A

§ 3.2 The Contract Time shall be measured from the date of commencement.

| § 3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than *(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. If appropriate, insert requirements for earlier Substantial Completion of certain portions of the Work.)*

| As stated in Specification Section 011000, Summary of Work, in the Contract Documents.

Init.

Portion of Work

Substantial Completion Date

, subject to adjustments of this Contract Time as provided in the Contract Documents.
(Insert provisions, if any, for liquidated damages relating to failure to achieve Substantial Completion on time or for bonus payments for early completion of the Work.)

Liquidated damages apply per Specifications Section 007380 Special Conditions of the Contract for Construction Time of Completion and Liquidated Damages.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be One Hundred Thirteen Thousand, Nine Hundred Eighty-Six Dollars (\$113,986.00), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner: NA
(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

§ 4.3 Unit prices, if any:
(Identify and state the unit price; state quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price Per Unit
Unit Price No. 27A-1 Provide and Install one (1) single Cat 5e outlet (200')	Per installed unit	\$123.00
Unit Price No. 27A-2 Provide and Install one (1) double Cat 5e outlet (200')	Per installed unit	\$205.00
Unit Price No. 27A-3 Provide and Install one (1) single RG-6 video outlet (200')	Per installed unit	\$198.00
Unit Price No. 27A-4 Cabling Installer/Technician hourly rate	Per hour	\$45.00

§ 4.4 Allowances included in the Contract Sum, if any: NA
(Identify allowance and state exclusions, if any, from the allowance price.)

Item	Price
------	-------

ARTICLE 5 PAYMENTS

§ 5.1 PROGRESS PAYMENTS

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

N/A

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the fifteenth day of a month, the Owner shall make payment of the certified amount to the Contractor not later than Thirty (30) days after the Architect receives the Application for Payment.

Init.

(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- .1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of five percent (5%). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201™-2007, General Conditions of the Contract for Construction;
- .2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of five percent (5%);
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201-2007.

§ 5.1.7 The progress payment amount determined in accordance with Section 5.1.6 shall be further modified under the following circumstances:

- .1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Architect shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and
(Section 9.8.5 of AIA Document A201-2007 requires release of applicable retainage upon Substantial Completion of Work with consent of surety, if any.)
- .2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Section 9.10.3 of AIA Document A201-2007.

§ 5.1.8 Reduction or limitation of retainage, if any, shall be as follows:

(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Sections 5.1.6.1 and 5.1.6.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)

N/A

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 FINAL PAYMENT

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 12.2.2 of AIA Document A201-2007, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

Init.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

N/A

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 INITIAL DECISION MAKER

The Architect will serve as Initial Decision Maker pursuant to Section 15.2 of AIA Document A201-2007, unless the parties appoint below another individual, not a party to this Agreement, to serve as Initial Decision Maker. *(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)*

The Architect shall render, as part of a project team consisting of the Architect, Owner's Project Manager, and Owner, initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 6.2 BINDING DISPUTE RESOLUTION

For any Claim subject to, but not resolved by, mediation pursuant to Section 15.3 of AIA Document A201-2007, the method of binding dispute resolution shall be as follows:

(Check the appropriate box. If the Owner and Contractor do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.)

Arbitration pursuant to Section 15.4 of AIA Document A201-2007

Litigation in a court of competent jurisdiction

Other *(Specify)*

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201-2007.

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201-2007.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201-2007 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

(Insert rate of interest agreed upon, if any.)

One and One-half percent (1.5%) per month or part of a month, per state statute.

§ 8.3 The Owner's representative:

(Name, address and other information)

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

Init.

§ 8.3.1 The Owner's Representative shall have authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization for items up to \$15,000 in cost. City Council approval will be required for amounts greater than \$15,000.

§ 8.4 The Contractor's representative:
(Name, address and other information)

Rod Spahn
TRiCOM Communications, Inc.
1301 Corporate Center Drive, Suite 160
Eagan, MN 55121

§ 8.5 Neither the Owner's nor the Contractor's representative shall be changed without ten days written notice to the other party.

§ 8.6 Other provisions:

8.6.1 The Contractor shall enter into a Project Labor Agreement per Specification 002213 Supplementary Instructions to Bidders.

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§ 9.1.1 The Agreement is this executed AIA Document A101-2007, Standard Form of Agreement Between Owner and Contractor.

§ 9.1.2 The General Conditions are AIA Document A201-2007, General Conditions of the Contract for Construction.

§ 9.1.3 The Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
Specification 007300	Supplementary Conditions	December 8, 2009	12
Specification 007380	Special Conditions of the Contract for Construction Time of Completion and Liquidated Damages	December 8, 2009	1

§ 9.1.4 The Specifications:
(Either list the Specifications here or refer to an exhibit attached to this Agreement.)
(Table deleted)

Project Manual for the Public Safety Addition and City Hall Remodel, Inver Grove Heights, MN, Technology Bid Packages, Prepared by BKV Group and Elert & Associates, dated December 8, 2009.

§ 9.1.5 The Drawings:
(Either list the Drawings here or refer to an exhibit attached to this Agreement.)

All drawings listed on the cover sheet (sheet T100) of the plans titled "Technology Package, Public Safety Addition and City Hall Remodel, 8150 Barbara Avenue, Inver Grove Heights, Minnesota," dated December 8, 2009.

(Table deleted)

§ 9.1.6 The Addenda, if any:

Number	Date	Pages
Addendum One	December 22, 2009	3 pages, plus attachments

Init.

Addendum Two
Addendum Three

December 29, 2009
December 30, 2009

2 pages
2 pages, plus attachments

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 9.

§ 9.1.7 Additional documents, if any, forming part of the Contract Documents:

(Paragraphs deleted)

.1 Other documents, if any, listed below:

(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201-2007 provides that bidding requirements such as advertisement or invitation to bid, Instructions to Bidders, sample forms and the Contractor's bid are not part of the Contract Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)

AIA Document A701 - 1997 Instructions to Bidders
Specification 002213 Supplementary Instructions to Bidders
Specification 003132 Owner Provided Information
Specification 005200 Agreement and Bond Forms

ARTICLE 10 INSURANCE AND BONDS

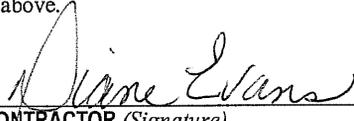
The Contractor shall purchase and maintain insurance and provide bonds as set forth in in the Contract Documents. *(State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A201-2007.)*

This Agreement entered into as of the day and year first written above.

OWNER *(Signature)*

George Tourville, Mayor
City of Inver Grove Heights

Melissa Rheaume, Deputy City Clerk
City of Inver Grove Heights
(Row deleted)



CONTRACTOR *(Signature)*

Diane Evans, President
TRiCOM Communications, Inc.

Init.



AIA[®] Document A101[™] – 2007

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the Eighth day of February in the year Two Thousand Ten
(In words, indicate day, month and year)

BETWEEN the Owner:
(Name, address and other information)

The City of Inver Grove Heights
8150 Barbara Avenue
Inver Grove Heights, MN 55077

and the Contractor:
(Name, address and other information)

Low Voltage Contractors, Inc.
4200 West 76th Street
Minneapolis, MN 55435

for the following Project:
(Name, location, and detailed description)

Project #1643.01
Technology Bid Package 27C Premise Security Systems
Public Safety Addition and City Hall Remodel
8150 Barbara Avenue
Inver Grove Heights, MN 55077

The Architect:
(Name, address and other information)

BKV Group, Inc.
222 North Second Street
Minneapolis, MN 55401

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201[™]-2007, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Init.

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User Notes:

(1129936232)

TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS
- 2 THE WORK OF THIS CONTRACT
- 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 4 CONTRACT SUM
- 5 PAYMENTS
- 6 DISPUTE RESOLUTION
- 7 TERMINATION OR SUSPENSION
- 8 MISCELLANEOUS PROVISIONS
- 9 ENUMERATION OF CONTRACT DOCUMENTS
- 10 INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

(Insert the date of commencement if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)

| The date will be fixed in a notice to proceed issued by the Owner

If, prior to the commencement of the Work, the Owner requires time to file mortgages and other security interests, the Owner's time requirement shall be as follows:

| N/A

§ 3.2 The Contract Time shall be measured from the date of commencement.

| § 3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than *(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. If appropriate, insert requirements for earlier Substantial Completion of certain portions of the Work.)*

| As stated in Specification Section 011000, Summary of Work, in the Contract Documents.

init.

Portion of Work

Substantial Completion Date

, subject to adjustments of this Contract Time as provided in the Contract Documents.
(Insert provisions, if any, for liquidated damages relating to failure to achieve Substantial Completion on time or for bonus payments for early completion of the Work.)

Liquidated damages apply per Specifications Section 007380 Special Conditions of the Contract for Construction Time of Completion and Liquidated Damages.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Two Hundred Thirty-Seven Thousand Dollars (\$237,000.00), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner: NA
(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

§ 4.3 Unit prices, if any:
(Identify and state the unit price; state quantity limitations, if any, to which the unit price will be applicable.)

Table with 3 columns: Item, Units and Limitations, Price Per Unit. Rows include camera and card reader door specifications.

§ 4.4 Allowances included in the Contract Sum, if any: NA
(Identify allowance and state exclusions, if any, from the allowance price.)

Table with 2 columns: Item, Price

ARTICLE 5 PAYMENTS

§ 5.1 PROGRESS PAYMENTS

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

N/A

Init.

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the fifteenth day of a month, the Owner shall make payment of the certified amount to the Contractor not later than Thirty (30) days after the Architect receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- .1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of five percent (5%). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201™-2007, General Conditions of the Contract for Construction;
- .2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of five percent (5%);
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201-2007.

§ 5.1.7 The progress payment amount determined in accordance with Section 5.1.6 shall be further modified under the following circumstances:

- .1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Architect shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and
(Section 9.8.5 of AIA Document A201-2007 requires release of applicable retainage upon Substantial Completion of Work with consent of surety, if any.)
- .2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Section 9.10.3 of AIA Document A201-2007.

§ 5.1.8 Reduction or limitation of retainage, if any, shall be as follows:

(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Sections 5.1.6.1 and 5.1.6.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)

N/A

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 FINAL PAYMENT

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 12.2.2 of AIA Document A201-2007, and to satisfy other requirements, if any, which extend beyond final payment; and

init.

.2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

N/A

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 INITIAL DECISION MAKER

The Architect will serve as Initial Decision Maker pursuant to Section 15.2 of AIA Document A201-2007, unless the parties appoint below another individual, not a party to this Agreement, to serve as Initial Decision Maker. *(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)*

The Architect shall render, as part of a project team consisting of the Architect, Owner's Project Manager, and Owner, initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 6.2 BINDING DISPUTE RESOLUTION

For any Claim subject to, but not resolved by, mediation pursuant to Section 15.3 of AIA Document A201-2007, the method of binding dispute resolution shall be as follows:

(Check the appropriate box. If the Owner and Contractor do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.)

Arbitration pursuant to Section 15.4 of AIA Document A201-2007

Litigation in a court of competent jurisdiction

Other *(Specify)*

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201-2007.

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201-2007.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201-2007 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

(Insert rate of interest agreed upon, if any.)

One and One-half percent (1.5%) per month or part of a month, per state statute.

§ 8.3 The Owner's representative:

(Name, address and other information)

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

Init.

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User Notes:

(1129936232)

§ 8.3.1 The Owner's Representative shall have authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization for items up to \$15,000 in cost. City Council approval will be required for amounts greater than \$15,000.

§ 8.4 The Contractor's representative:
(Name, address and other information)

Erik Loken
Low Voltage Contractors, Inc.
4200 West 76th Street
Minneapolis, MN 55435

§ 8.5 Neither the Owner's nor the Contractor's representative shall be changed without ten days written notice to the other party.

§ 8.6 Other provisions:

8.6.1 The Contractor shall enter into a Project Labor Agreement per Specification 002213 Supplementary Instructions to Bidders.

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§ 9.1.1 The Agreement is this executed AIA Document A101-2007, Standard Form of Agreement Between Owner and Contractor.

§ 9.1.2 The General Conditions are AIA Document A201-2007, General Conditions of the Contract for Construction.

§ 9.1.3 The Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
Specification 007300	Supplementary Conditions	December 8, 2009	12
Specification 007380	Special Conditions of the Contract for Construction Time of Completion and Liquidated Damages	December 8, 2009	1

§ 9.1.4 The Specifications:
(Either list the Specifications here or refer to an exhibit attached to this Agreement.)
(Table deleted)

Project Manual for the Public Safety Addition and City Hall Remodel, Inver Grove Heights, MN, Technology Bid Packages, Prepared by BKV Group and Elert & Associates, dated December 8, 2009.

§ 9.1.5 The Drawings:
(Either list the Drawings here or refer to an exhibit attached to this Agreement.)
All drawings listed on the cover sheet (sheet T100) of the plans titled "Technology Package, Public Safety Addition and City Hall Remodel, 8150 Barbara Avenue, Inver Grove Heights, Minnesota," dated December 8, 2009.
(Table deleted)

§ 9.1.6 The Addenda, if any:

Init.

Number	Date	Pages
Addendum One	December 22, 2009	3 pages, plus attachments
Addendum Two	December 29, 2009	2 pages
Addendum Three	December 30, 2009	2 pages, plus attachments

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 9.

§ 9.1.7 Additional documents, if any, forming part of the Contract Documents:

(Paragraphs deleted)

- .1 Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201-2007 provides that bidding requirements such as advertisement or invitation to bid, Instructions to Bidders, sample forms and the Contractor's bid are not part of the Contract Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)

AIA Document A701 - 1997 Instructions to Bidders
 Specification 002213 Supplementary Instructions to Bidders
 Specification 003132 Owner Provided Information
 Specification 005200 Agreement and Bond Forms

ARTICLE 10 INSURANCE AND BONDS

The Contractor shall purchase and maintain insurance and provide bonds as set forth in in the Contract Documents. *(State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A201-2007.)*

This Agreement entered into as of the day and year first written above.

OWNER *(Signature)*

George Tourville, Mayor
 City of Inver Grove Heights

Melissa Rheaume, Deputy City Clerk
 City of Inver Grove Heights
(Row deleted)

CONTRACTOR *(Signature)*

Robert Hoertsch, President,
 Low Voltage Contractors, Inc.

Init.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Approve Purchase of Tables for the VMCC

Meeting Date: February 22, 2010
Item Type: Consent Agenda
Contact: Michael Sheggeby 651.450.2514
Prepared by: Michael Sheggeby
Reviewed by: Eric Carlson – Parks & Recreation

Fiscal/FTE Impact:	
<input type="checkbox"/>	None
<input 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 table purchase from Mity-Lite in the amount of \$12,245.20 + tax to be funded from C21000 80-50; \$20,000 was budgeted for 2010.

SUMMARY

The Community Center uses tables throughout the facility for numerous events during the year, several tables are worn and others have been discarded over the years due to damage. To continue to service our event needs we have budgeted for table replacement of our worn and damaged tables to service our larger events. These replacement tables will be used to service the event needs in the VMCC end of the facility, while we will continue utilize the National Guard tables for events in the Armory. The following quotes were received for light weight plastic tables.

Quote includes:

- 40 (30”X72”X29” Rectangle tables)
- 12 (72” Round tables)
- 4 (Rectangle Table Carts)
- 2 (Round Table Carts)

Mity-Lite	\$12,245.20
National Business Furniture	\$14,958.46

Staff recommends accepting the proposal from Mity-Lite in the amount of \$12,245.20 + tax.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Purchase of Fitness Equipment for the Veterans Memorial Community Center

Meeting Date: February 22, 2010
 Item Type: Consent Agenda
 Contact: Tracy Petersen – 651.450.2588
 Prepared by: Tracy Petersen
 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

To accept the quote of \$28,348.59 from 2nd Wind Exercise Equipment for nine (9) pieces of cardio fitness equipment. An amount of \$29,000 was included in the 2010 VMCC budget for these items.

SUMMARY

In an effort to maintain a quality, safe and up-to-date fitness center, nine (9) pieces of cardio equipment are being proposed for purchase. A total of six (6) quotes were received and are listed below.

Due to the fact that the City will own this equipment, staff feels that the warranty agreements on parts, labor and frame as well as the extended warranty are critical for the long-term maintenance and life span of the equipment. In addition, staff had members demo numerous pieces of equipment over the past month and their feedback was taken into account. The preventative maintenance visits (available at no charge to the City) also allow the City to receive additional service to all of our fitness equipment. Life Fitness equipment from 2nd Wind Exercise Equipment is currently located in community centers in New Brighton, Shoreview, Eden Prairie and South St. Paul.

Vendor	Quote	Parts Warranty	Labor Warranty	Frame Warranty	Extended Warranty	Preventative Maint. Visits (no charge)	Member Feedback on Demos
One Source - Matrix	\$26,946.39	3 years	3 years	7 years	None	4-new equip only	No
2 nd Wind Exercise Equipment	\$28,348.59	4 years	4 years	lifetime	2 yrs parts; 1 year labor	2-all of City's equipment	Yes
Technogym	\$28,721.44	3 years	1 year	lifetime	1 year labor	2-all of City's equipment	No
Free Motion	\$28,931.06	2-3 years	1 year	lifetime	None	None	No

Vendor	Quote	Parts Warranty	Labor Warranty	Frame Warranty	Extended Warranty	Preventative Maint. Visits (no charge)	Member Feedback on Demos
Push Pedal Pull	\$32,554.40	4 years	4 years	Lifetime	2 yrs parts; 1 year labor	2-all of City's equipment	No
Once Source-Matrix	\$35,182.72	1 year	3 years	10 years	None	4-new equipment only	No

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Approve 2010-11 Ice Rates for the VMCC

Meeting Date: February 22, 2010
Item Type: Consent Agenda
Contact: Michael Sheggeby 651.450.2514
Prepared by: Michael Sheggeby
Reviewed by: Eric Carlson – Parks & Recreation

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

PURPOSE/ACTION REQUESTED

Approve 2010-11 Ice Rates for the VMCC. Current Prime time ice rate is \$190. Recommendation is no change in ice rates for 2010-11. Slight modifications to the non-prime ice rates is recommended.

SUMMARY

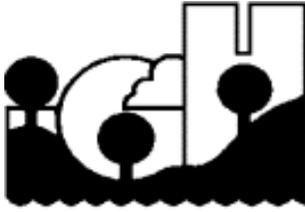
The City Council is asked to establish ice rates each year as outlined in Section 3.1.1 of the lease agreement between the City of Inver Grove Heights and Independent School District 199 for the Armory and for the Inver Gove Heights Veteran’s Memorial Community Center (VMCC). Doing so will allow the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

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

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

The CCAC met Wednesday February 27th and reviewed the market ice rate data as follows:

At the February 10th Park and Recreation Advisory Commission meeting the Commission adopted the presented ice time rates for 2010-2011 on a 7 to 0 vote.

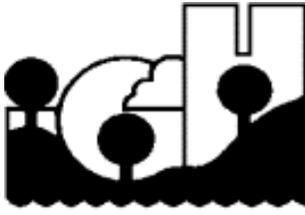


City of Inver Grove Heights Veteran's Memorial Community Center

Rate Structure

ICE TIME (Current)	Monday – Friday		Saturday & Sunday	
	Prime	Non Prime	Prime	Non Prime
	3:00pm – 9:59pm	Before 3:00pm and after 10pm	7:00am – 8:59pm	Before 7:00am and after 9:00pm
September 1, 2010 – March 10, 2011	\$190	\$140	\$190	\$140
	Monday – Friday		Saturday & Sunday	
	Prime	Non Prime	Prime	Non Prime
	5:00pm – 8:59pm	Before 5:00pm and after 9:00pm	9:00am – 7:59pm	Before 9:00am and after 8:00pm
March 11, 2011 – August 31, 2011	\$145	\$116	\$145	\$116

ICE TIME (Proposed)	Monday – Friday		Saturday & Sunday	
	Prime	Non Prime	Prime	Non Prime
	3:00pm – 9:59pm	Before 3:00pm and after 10pm	7:00am – 8:59pm	Before 7:00am and after 9:00pm
October 1, 2010 – March 12, 2011	\$190	\$140	\$190	\$140
	Monday – Friday		Saturday & Sunday	
	Prime	Non Prime	Prime	Non Prime
	5:00pm – 8:59pm	Before 5:00pm and after 9:00pm	9:00am – 7:59pm	Before 9:00am and after 8:00pm
March 13, 2011 – September 30, 2011	\$130	\$110	\$130	\$110



City of Inver Grove Heights
 Veteran's Memorial Community Center

2010
 Ice Rate Study

Arena	2009-2010 Prime	2009-2010 Non- Prime	2010-2011 Prime	2010-2011 Non- Prime
Cottage Grove	\$200	\$120	\$205	\$145
Eagan	\$175	\$112	\$180	\$112
Lakeville	\$205	\$145	\$205	\$145
Rosemount	\$175	\$125	\$185	\$125
South St Paul	\$190	\$145	\$200	\$150
West St Paul	\$180	\$180	\$185	\$185
Edina	\$180	\$130	\$185	\$135
Burnsville	\$200	\$155	\$210	\$155
Minnetonka	\$175	\$175	\$180	\$180
Parade (Minneapolis)	\$170	\$140	\$175	\$140
Average	\$185	\$143	\$191	\$147
Maximum Market Rate 5% greater than average	\$194	\$147	\$201	\$154
Current VMCC Rate	\$190	\$140		
Proposed VMCC Rate			\$190	\$140

Notes:

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

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

30-DAY SUSPENSION OF FIREFIGHTER

Meeting Date: February 22, 2010
 Item Type: Consent
 Contact: Judy Thill, Fire Chief
 Prepared by: Judy Thill
 Reviewed by: n/a

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

PURPOSE/ACTION REQUESTED Confirm suspension of Firefighter Dan Ward for failing to meet minimum call percentage for two quarters in a 365 day period.

SUMMARY According to Fire Department Policy #5 Call Requirements, all firefighters must maintain a minimum call percentage of 15% in each calendar quarter. Any firefighter failing to meet this requirement for one quarter shall receive a warning letter from the Fire Chief. Any firefighter failing to meet this requirement for two quarters in a 365 day period shall be suspended for 30-days.

City Code, Section 315.03, "The Fire Chief shall report each suspension of a member of the Fire Department as soon as possible to the City Administrator for transmission to the City Council for its confirmation or denial at the first regular meeting occurring more than ten days after such suspension."

Dan Ward will be suspended for 30 days from April 1, 2010 to April 30, 2010 for failing to meet minimum call percentage for a second quarter in a 365-day period.

Staff recommends City Council confirm this suspension according to Fire Department policy, and City Code.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

SCHEDULE PUBLIC HEARING – LIQUOR LICENSE VIOLATION

Meeting Date: February 22, 2010
Item Type: Consent
Contact: 651.450.2513
Prepared by: Melissa Rheame
Reviewed by: N/A

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

PURPOSE/ACTION REQUESTED:

Schedule public hearing on March 8, 2010 at 7:30 p.m. to conduct a hearing concerning a liquor license violation and the imposition of an administrative penalty.

SUMMARY:

State Law authorizes a City Council to impose sanctions upon the holder of a retail intoxicating liquor license who has failed to comply with an applicable statute, upon a hearing duly noticed and the opportunity for the license holder to be heard.

Starz Group Liquor, Inc. dba Starz Liquor will be noticed that they have the right to be heard before the City Council on the violation of a liquor license for the alleged sale of an alcoholic beverage to a minor during an alcohol compliance check.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Approval of Service Station License Transfer – BPL, LLC dba Oasis Market

Meeting Date: February 22, 2010
 Item Type: Consent
 Contact: 651.450.2513
 Prepared by: Melissa Rheaume
 Reviewed by: N/A

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

PURPOSE/ACTION REQUESTED: Consider Approval of an application by BPL, LLC dba Oasis Market for the transfer of a Service Station license.

SUMMARY: An application has been submitted by Mr. Sharat Ganta of BPL, LLC for the transfer of a Service Station License for the Oasis Market located at 3240 57th St. E. The applicant has submitted all documentation and fees as required by City Code. The applicant is in the process of purchasing the business and the license would become effective on March 1, 2010.

Staff recommends approval of the application by BPL, LLC for the transfer of a Service Station License to operate Oasis Market, 3240 57th St. E.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Approval of Individual Massage Therapist License

Meeting Date: February 22, 2010
Item Type: Consent
Contact: 651.450.2513
Prepared by: Melissa Rheaume
Reviewed by: N/A

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

PURPOSE/ACTION REQUESTED: Consider Approval of an application by Stephanie Richter for an Individual Massage Therapist license.

SUMMARY: An application has been submitted by Ms. Richter for an Individual Massage Therapist License. The applicant has submitted all documentation and fees required by 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. A background investigation on the applicant revealed no basis for the denial of the request.

Staff recommends approval of the application by Stephanie Richter for an Individual Massage Therapist License to contract service at All About Me, 2910 Upper 55th St.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Meeting Date: February 22, 2010
Item Type: Consent
Contact: Judy Thill, 651-450-2495
Prepared by: Judy Thill, Fire Chief
Reviewed by: n/a

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

PURPOSE/ACTION REQUESTED Consider the purchase of a replacement Fire duty officer vehicle.

SUMMARY

Presently, there are procedures in place where the 12 paid-on-call Fire officers share two station vehicles for emergency response, covering duty responsibilities during the day, at night and on weekends. One of those two vehicles is now 11 years old and has been in the schedule to be replaced due to potential safety concerns.

Although a Fire Officer vehicle does not respond to as many calls as a Police squad, because it is used for emergency response on almost every call, similar to a police squad it is driven differently than a typical staff vehicle. As a result, the suspension of this Fire vehicle is worn and does not handle well on the many curved roads in Inver Grove Heights. The older models also were made narrower with a shorter wheelbase, so they are more unstable to start with on curves and turns. In addition, because it is 11 years old, this vehicle does not have any of the safety or stability features of vehicles today.

The cost of the new vehicle would be \$27,000 + approximately \$3,500 (\$30,500 total). This \$3,500 would include graphics and center console. If any sirens and lights could be transferred, they would be reused to reduce the total cost. The funds to pay for this would come out of the Central Equipment Fund, #603.

Having an officer on-scene early to size-up the situation reduces the City’s liability by being able to slow down or cancel incoming trucks that are not needed. Having a newer vehicle with current safety features and better suspension will eliminate potential safety concerns and help keep the Officers safer when responding.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

PERSONNEL ACTIONS

Meeting Date: February 22, 2010
Item Type: Consent
Contact: Jenelle Teppen, Asst. City Admin
Prepared by: Amy Brinkman, H.R. Coordinator
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 Staff requests that the Council approve the personnel actions listed below:

Please confirm the seasonal/temporary employment of: Hugo Garrido, Jesse Gunderman, and Tom Keller.

Please confirm the seasonal/temporary termination of: Mike Sperl, Samantha Althoff, Christine Bauer, Lee Carmack, Stephanie Dreke, Rachael Geng, Eric Lansev, Alicia Mason, Brittany Naida, Amy Overturf, Brandilynne Naida, Sarah Shervey, Amanda Strese, Trevor Wilhelmson, Ana Andeuzza, Elizabeth Charnell, Matthew Dudley, Mary Hitzman, Matthew Price, Laura Schott, Laura Sinn, Mary Tschida, Zachary Zadach, Thomas Auge, Derek Blazek, Ann Dunphy, Connor Lynch, Eric McHenry, Rachel Nyberg, Danielle Reed, Derek Schwanz, Lucas Sogge, Fue Thao, Heidi Vandehoef, Travis Axel, Charles Darnell, Kayla Flannigan, Kaitlin Johnson, Kristina Mandell, Kelly Moeller, Amelia Ollrich, Gretchen Schwanz, Sarah Speldrick, Bradley Therres, Thomas Warnock, John Bartholomew, Alyssa Bray, Lindsay Doerfler, Daniel Gallahue, Benjamin Krenz, Drake Myhrman, Andrew Onken, Katelynn Selig, Rebecca Speltz Paiz, and Megan Tholl.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider a Resolution Ordering the Project, Approving the Plans and Specifications, and Authorizing Advertisement for Bids for the 2010 Pavement Management Program, City Project No. 2010-09D – Urban Street Reconstruction Project (South Grove Area 5)

Meeting Date: February 22, 2010
 Item Type: Public Hearing
 Contact: Thomas J. Kaldunski, 651.450.2572
 Prepared by: Thomas J. Kaldunski, City Engineer
 Reviewed by: Scott D. Thureen, Public Works Director

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

PURPOSE/ACTION REQUESTED

Consider a resolution ordering the project, authorizing and approving the plans and specifications, and authorizing advertisement for bids for the 2010 Pavement Management Program, City Project No. 2010-09D – Urban Street Reconstruction Project (South Grove Area 5).

SUMMARY

The project was initiated by the City Council as part of the City's Pavement Management Program (PMP). The project involves roadway reconstruction, including bituminous pavement reclamation, subgrade excavation/preparation, granular subgrade, aggregate base, bituminous pavement, curb and gutter removal/replacement; driveway reconstruction; sidewalk removal/replacement; drainage improvements including storm sewer and rain garden installation; water main improvements, including watermain replacement, hydrant/valve replacement, restoration and appurtenances. The street segments included in the project are shown on the attached map and are as listed:

75th Street East from Clayton Avenue East to Concord Boulevard, Dawn Way from 75th Street East to 78th Street East, 77th Street East from Conroy Way East to Dawn Avenue, 78th Street East from Conroy Way East to Concord Boulevard, Conroy Way East from 77th Street East to 78th Street East, Craig Way from 75th Street East to Upper 75th Street, all of Conroy Trail East, Cloman Way from 75th Street East to its south terminus. Conroy Court from Conroy Trail East to terminus. Craig Way from Craig Avenue to 76th Way. 76th Way from Craig Way to Dawn Avenue. Dawn Way from Craig Way to Dawn Avenue. Upper 75th Street from Craig Way to terminus. Dehrer Court from 75th Street East to its south terminus.

The total estimated project cost is \$4,681,000. This cost estimate includes the cost to grade the rain gardens and install the soil. It does not include the cost of plants and mulch. The total amount proposed to be assessed is \$1,530,892.49.

On January 26, 2010, a meeting was held with the residents concerning Dehrer Court. No one of five (5) property owners attended. The City has received calls from four (4) residents and one (1) commercial property owner. Residents indicated the following:

- 4046 75th Street – Called to indicate he is okay with project, recommended pine trees, improving right-of-way to bituminous surface, replacing fence and providing easements.
- 7535 Dehrer Court – Called to indicate he is okay with project based on approximately \$6,100 assessment. He will provide right-of-way and easement.

- 7525 Dehrer Court – Called to indicate he is okay with proposed project based on approximately \$6,100 assessment.
- 7545 Dehrer Court – Called to indicate he is not interested in connecting to Dehrer Court. Will use driveway to Concord Boulevard – No assessment proposed.
- 7565 Concord Boulevard – Did not attend any of the information meetings held, but he called. Assessments a concern – not in favor of the project. Does not see benefit received. Appraisal indicates assessment is sustainable. Owner also noted that he is being assessed for Concord Boulevard, 75th Street and Dehrer Court. He has been given a full corner credit (135 feet) to adjust his assessments on 75th Street and Dehrer Court.

An informational meeting was held with residents along the storm sewer replacement alignment between Concord Boulevard and Dawn Way on January 26, 2010. Four (4) property owners were invited to the meeting. Residents representing two (2) of the four (4) parcels attended. Major items of concern included:

- Large assessment for storm sewer
- Preserve large high quality trees on the alignment
- Can temporary easement be modified to utilize open space rather than 30 feet along entire length.
- The fence on North American Trailer does not appear to be on the property line. Can fence be put on property line with project?
- Can the City consider shifting alignment to the North American Trailer side?
- Some discussion of regional treatment pond.

On February 11, 2010 a general public informational meeting was held for the total project. 26 property owners attended. The primary topics of discussion included:

- North American Trailer expressed concern over large storm sewer assessment. They are in favor of the overall project, but want some considerations to reduce their costs. They have built a storm pond. The Regional Treatment Pond option was discussed. They would consider granting easements to the storm alignment if it fits long-term plan for redevelopment of the site. Moving the fence may be covered by escrow and ALTA survey will be shared.
- Why are areas without street work being assessed for storm sewers?
- Access issues are a concern throughout the project.
- Some comments were made regarding the 16" water main replacement project done on 75th Street in the past.
- Sidewalks were discussed by a few residents. Some would want sections removed. City is reviewing complete walk on 75th Street from Concord Boulevard (MRRT to Cahill).
- Driveway widths were reviewed per policy.
- Project schedule and restricting contractor activity to improve access were discussed.
- The topic of burying overhead power lines was brought up. Xcel Energy's Policy would require City participation estimated at \$750,000 per mile. Residents told the cost is prohibitive.
- Water disruptions are a concern. Policy was reviewed. The dentist office will need close coordination.
- Residents did not express concern on assessment levels with market appraisal process and anticipated cap on assessments.
- North American Trailer expressed concern with level of assessment for storm water. He's supportive of project, but would like to explore options to reduce his costs. He is willing to work with City on easements. Possible ponding areas and fence relocation. He also expressed interest in redevelopment of the site.
- Residents indicated there were backyard drainage issues at 3797 75th Street and 3790 75th Street.

The estimated assessment for street reconstruction is \$3,832.61 per single family residential parcel. When the assessment for drainage is added, the total assessment increases to approximately \$4,120 to \$15,540 per parcel. The estimated street assessment for multi-family homes is estimated at \$1,561.32 per unit. When drainage assessments are added, the total assessments increase to approximately \$2,396 to \$4,491 in the Oaks. The commercial property assessments range from \$1,578.93 to \$64,446.30. This range is approximately \$0.25 to \$0.69/SF. Estimated assessments for storm sewer only range from \$58.84 to \$2,442.17. Dehrer Court is a new street improvement project with 100% assessment to benefitting properties. Residential assessments are estimated between \$8,250 and \$8,777.00 for two (2) residents. The commercial site would be assessed up to \$13,692.00.

The following summarizes the number of parcels to be assessed:

Single-family homes (streets and drainage)	125
Single-family homes (drainage only)	63
Multi-family units	226
Commercial/Institutional	12

The appraisal analysis that was completed by Metzen Appraisals presented the opinion that, on average, an assessment amount of \$4,000 per single family residential parcel and \$2,000 per townhome parcel could be sustained in this area of the South Grove neighborhood. The commercial property assessments as presented are fair and equitable if the amount is less than \$1.00/SF. The appraisal opinion indicates that Dehrer Court be assessed at \$6,110.80 for residential and \$13,692 for the commercial property. If Dehrer Court is not constructed, these residents would be assessed \$4,000.00 for the street improvements on 75th Street E. The School District assessments as proposed are fair and equitable. The assessment for the South Grove Christian Reform Church was recommended to be reduced to \$31,304.06.

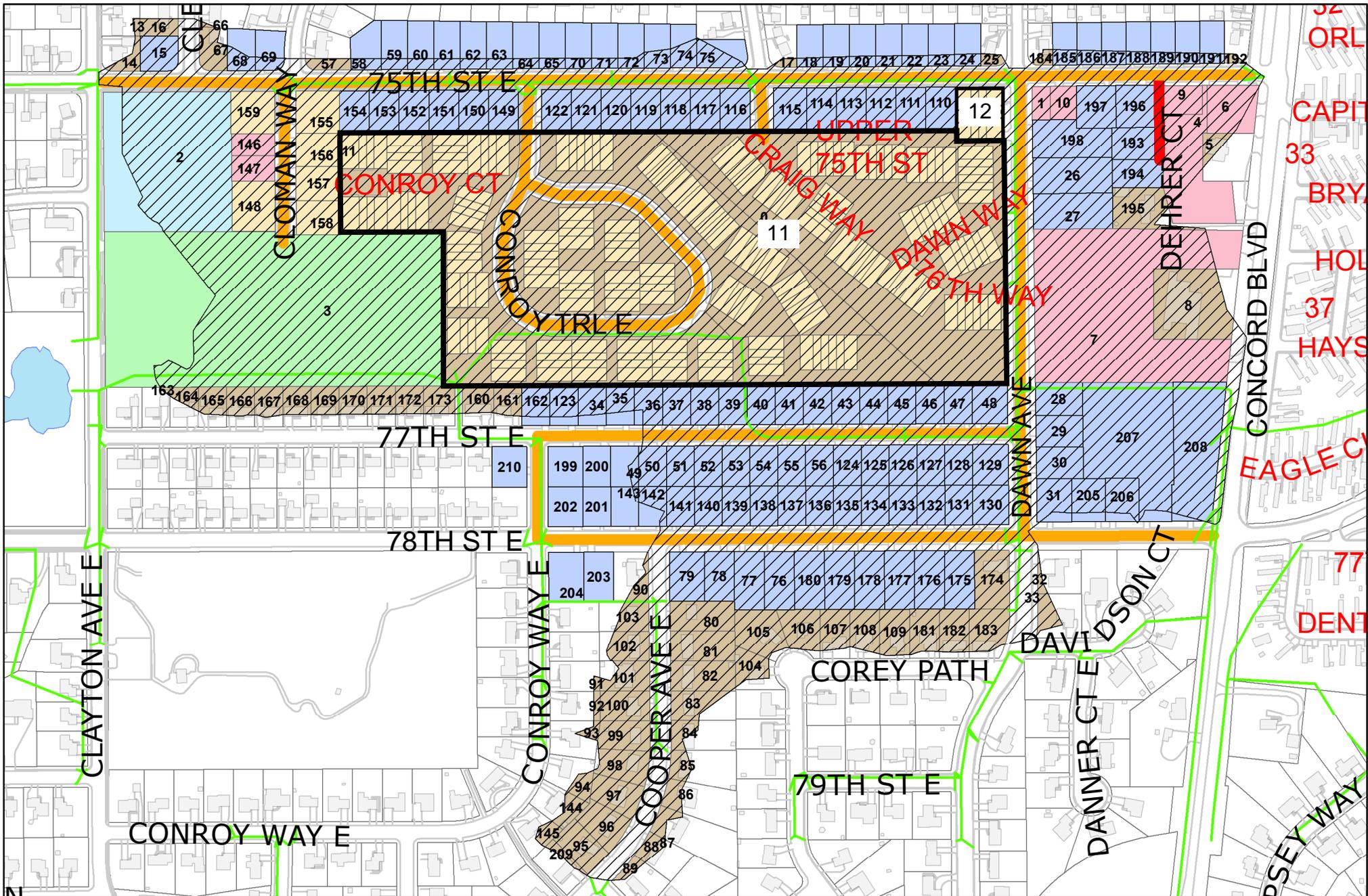
If these recommendations are followed, the proposed total project assessment would be reduced to \$1,215,055.98, with the caps based on the appraisals.

Attached is the preliminary assessment roll showing the cumulative assessment total for each parcel for all of the associated reconstruction projects in the South Grove neighborhood. When the Council considers the assessments for this project, it may want to consider increasing the City contribution for the project to keep the cumulative project per-parcel assessment near the appraiser's recommended amount. Other funding sources, such as the City Pavement Management Fund, Host Community Fund or the Closed Bond Fund, could be used to fund the difference between the policy-based estimated assessment amounts and the appraiser's recommendation.

I recommend approval of the resolution ordering the project, approving plans and specifications, and authorizing advertisement for bids for City Project No. 2010-09D – Urban Street Reconstruction (South Grove Area 5).

TJK/kf

Attachments: Area Map
Preliminary Assessment Roll
Resolution



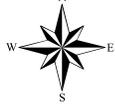
STORM ASSESSMENT	MULTI FAMILY	CHURCH SINGLE FAMILY
STORM ONLY	SCHOOL DIST.	EXISTING STORM SEWER
COMMERCIAL	STREET RECONSTRUCTION (2.06mi)	STREET CONSTRUCTION

**CITY PROJECT NO. 2010-09D
URBAN STREET RECONSTRUCTION
(SOUTH GROVE AREA 5)
ASSESSMENT MAP**

0 250 500 1,000
Feet



Inver Grove Heights


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 2010-09D_SouthGroveArea5\
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 JAN 2010

CITY PROJECT NO. 2010-09D - SOUTH GROVE AREA 5 STREET RECONSTRUCTION
PRELIMINARY ASSESSMENT ROLL (2/22/2010)

MAP NO.	PID NO.	OWNER NAME	PROPERTY HOUSE NO.	PROPERTY STREET NAME	DEHRER COURT ASSESSMENT	DRAINAGE ASSESSMENT	PER LOT STREET ASSESSMENT	F. F. STREET ASSESSMENT	TOTAL 2010-09D ASSESSMENT	TOTAL PREVIOUS ASSESSMENTS (SINCE 2007)
1	208660003201	INVER GROVE HEIGHTS HOCKEY ASSOCIATION				\$ 708.22		\$ 870.71	\$ 1,578.93	
2	200100001075	SOUTH GROVE CHRISTIAN REFM CH				\$ 16,659.19		\$ 30,034.97	\$ 46,694.16	
3	200100001077	INDEPENDENT SCHOOL DIST 199				\$ 46,603.66		\$ 5,755.40	\$ 52,359.06	
4	200110005150	JAMES S & DARCIL KNOWLTON	7565	CONCORD BLVD E	\$ 13,691.90	\$ 3,832.84		\$ 14,770.63	\$ 18,603.47	\$ 5,554.27
5	200110006150	JAMES S & DARCIL KNOWLTON	7537	CONCORD BLVD E		\$ 634.77			\$ 634.77	\$ 6,014.87
6	200110007050	SPEEDWAY SUPERAMERICA LLC	7501	CONCORD BLVD E		\$ 2,258.85		\$ 12,165.00	\$ 14,443.85	\$ 6,014.87
7	200110001051	JD TRAILERS PROPERTIES LLC	7649	CONCORD BLVD E		\$ 28,458.61		\$ 35,987.69	\$ 64,446.30	\$ 10,191.28
8	200110002051	JD TRAILERS PROPERTIES LLC	7655	CONCORD BLVD E		\$ 6,047.35			\$ 6,047.35	\$ 8,788.07
9	201142001001	JAMES S & DARCIL KNOWLTON			\$ -	\$ 1,373.21		\$ 9,373.08	\$ 10,746.29	
10	200110001050	INVER GROVE HEIGHTS HOCKEY ASSOCIATION	4020	75TH ST E		\$ 1,046.68		\$ 6,166.50	\$ 7,213.18	
11	205365104006	WESLEY J WATSON	3954	UPPER 75TH ST E		\$ 835.59		\$ 1,561.32	\$ 2,396.91	
11	205365105006	EDWARD A KARNSTEDT	3960	UPPER 75TH ST E		\$ 835.59		\$ 1,561.32	\$ 2,396.91	
11	205365101007	NATHAN K LARSON	7551	DAWN AVE E		\$ 835.59		\$ 1,561.32	\$ 2,396.91	
11	205365102007	BRUCE R & MARY S NORGDARD	7555	DAWN AVE E		\$ 835.59		\$ 1,561.32	\$ 2,396.91	
11	205365103007	JERALD E & RENEE PONTO	7559	DAWN AVE E		\$ 835.59		\$ 1,561.32	\$ 2,396.91	
11	205365104007	THERESA M LARSON	7563	DAWN AVE E		\$ 835.59		\$ 1,561.32	\$ 2,396.91	
11	205365105007	JOAN J ELLSWORTH	7567	DAWN AVE E		\$ 835.59		\$ 1,561.32	\$ 2,396.91	
11	205365106007	JOHN H & SHELLEY L ALBERT	7571	DAWN AVE E		\$ 835.59		\$ 1,561.32	\$ 2,396.91	
11	205365101008	BERNADETTE R JENSEN	3961	DAWN WAY E		\$ 835.59		\$ 1,561.32	\$ 2,396.91	
11	205365102008	LINDA C NYSETH	3955	DAWN WAY E		\$ 835.59		\$ 1,561.32	\$ 2,396.91	
11	205365103008	NANG T & THU H TRAN	3951	DAWN WAY E		\$ 835.59		\$ 1,561.32	\$ 2,396.91	
11	205365104008	ANATOLE G ZOROB	3945	DAWN WAY E		\$ 835.59		\$ 1,561.32	\$ 2,396.91	
11	205365105008	KRISTIE M MANNING	3941	DAWN WAY E		\$ 835.59		\$ 1,561.32	\$ 2,396.91	
11	205365106008	PATRICIA R GRAGE	3933	DAWN WAY E		\$ 835.59		\$ 1,561.32	\$ 2,396.91	
11	205365101009	HEATHER CLARK	3952	DAWN WAY E		\$ 835.59		\$ 1,561.32	\$ 2,396.91	
11	205365102009	STEVEN RUECKER	3956	DAWN WAY E		\$ 835.59		\$ 1,561.32	\$ 2,396.91	
11	205365103009	NICHOLAS G HORAN	3962	DAWN WAY E		\$ 835.59		\$ 1,561.32	\$ 2,396.91	
11	205365104009	JOHN J & TAYNA L CATALFAMO	3966	DAWN WAY E		\$ 835.59		\$ 1,561.32	\$ 2,396.91	
11	205365105009	DANIEL H & LANA J ALBERT	3972	DAWN WAY E		\$ 835.59		\$ 1,561.32	\$ 2,396.91	
11	205365106009	MAEKL KAHSAI	3976	DAWN WAY E		\$ 835.59		\$ 1,561.32	\$ 2,396.91	
11	205365101010	MATT LOTSBERG	3960	76TH WAY		\$ 835.59		\$ 1,561.32	\$ 2,396.91	
11	205365102010	ANDREW J JACOBSON	3968	76TH WAY		\$ 835.59		\$ 1,561.32	\$ 2,396.91	
11	205365103010	NICHOLAS T MORENO	3970	76TH WAY		\$ 835.59		\$ 1,561.32	\$ 2,396.91	
11	205365104010	MICHAEL P & ERICA J STEAD	3978	76TH WAY		\$ 835.59		\$ 1,561.32	\$ 2,396.91	
11	205365105010	CANDYCE KUEHN	3980	76TH WAY		\$ 835.59		\$ 1,561.32	\$ 2,396.91	
11	205365201013	ROBERT G & STACY A HAKALA	3750	CONROY TRL		\$ 835.59		\$ 1,561.32	\$ 2,396.91	
11	205365202013	MICHELLE J SHUEL	3752	CONROY TRL		\$ 835.59		\$ 1,561.32	\$ 2,396.91	
11	205365203013	WEREDE K KRISTOS	3754	CONROY TRL		\$ 835.59		\$ 1,561.32	\$ 2,396.91	
11	205365204013	JOHN WALDO	3756	CONROY TRL		\$ 835.59		\$ 1,561.32	\$ 2,396.91	
11	205365202014	U.S. BANK NA	3744	CONROY TRL		\$ 835.59		\$ 1,561.32	\$ 2,396.91	
11	205365201014	ABBY RODRIGUEZ	3742	CONROY TRL		\$ 835.59		\$ 1,561.32	\$ 2,396.91	
11	205365203014	MICHAEL & JUDITH A TROJE	3746	CONROY TRL		\$ 835.59		\$ 1,561.32	\$ 2,396.91	
11	205365204014	JUDITH ANN THRAWL	3748	CONROY TRL		\$ 835.59		\$ 1,561.32	\$ 2,396.91	
11	205365201015	THOMAS C GACKSTETTER	3734	CONROY TRL		\$ 835.59		\$ 1,561.32	\$ 2,396.91	
11	205365202015	THERESA JOAN PRUDEN	3736	CONROY TRL		\$ 835.59		\$ 1,561.32	\$ 2,396.91	
11	205365203015	VINCENT R TIGHE	3738	CONROY TRL		\$ 835.59		\$ 1,561.32	\$ 2,396.91	
11	205365204015	SARAH J YAGER	3740	CONROY TRL		\$ 835.59		\$ 1,561.32	\$ 2,396.91	
11	205365201016	US BANK NATIONAL ASSOC TSTE	3726	CONROY TRL		\$ 835.59		\$ 1,561.32	\$ 2,396.91	
11	205365202016	RYAN C ECKMAN	3728	CONROY TRL		\$ 835.59		\$ 1,561.32	\$ 2,396.91	
11	205365203016	SECRETARY OF HOUSING & URBAN DEV OF WA	3730	CONROY TRL		\$ 835.59		\$ 1,561.32	\$ 2,396.91	
11	205365204016	WILLIAM M SCOTT	3732	CONROY TRL		\$ 835.59		\$ 1,561.32	\$ 2,396.91	
11	205365201017	ANGELA D BLISS	3706	CONROY TRL		\$ 835.59		\$ 1,561.32	\$ 2,396.91	
11	205365202017	CARY FRANK NILSEN	3708	CONROY TRL E		\$ 835.59		\$ 1,561.32	\$ 2,396.91	
11	205365203017	JAMES E & KATHRYN LAWLER	3710	CONROY TRL		\$ 835.59		\$ 1,561.32	\$ 2,396.91	
11	205365204017	DEBORAH KAY BEST	3712	CONROY TRL		\$ 835.59		\$ 1,561.32	\$ 2,396.91	

CITY PROJECT NO. 2010-09D - SOUTH GROVE AREA 5 STREET RECONSTRUCTION
PRELIMINARY ASSESSMENT ROLL (2/22/2010)

MAP NO.	PID NO.	OWNER NAME	PROPERTY HOUSE NO.	PROPERTY STREET NAME	DEHRER COURT ASSESSMENT	DRAINAGE ASSESSMENT	PER LOT STREET ASSESSMENT	F. F. STREET ASSESSMENT	TOTAL 2010-09D ASSESSMENT	TOTAL PREVIOUS ASSESSMENTS (SINCE 2007)
11	205365201018	NADINE SHELLEY	3698	CONROY TRL E		\$ 835.59		\$ 1,561.32	\$ 2,396.91	
11	205365202018	WILLIAM E & ANNA R JACKSON	3700	CONROY TRL		\$ 835.59		\$ 1,561.32	\$ 2,396.91	
11	205365203018	SHEILA K RUCKER	3702	CONROY TRL		\$ 835.59		\$ 1,561.32	\$ 2,396.91	
11	205365204018	JENISE RAE ROBERTS TST	3704	CONROY TRL		\$ 835.59		\$ 1,561.32	\$ 2,396.91	
11	205365201019	MARIE E ANDREWS	3690	CONROY CT		\$ 835.59		\$ 1,561.32	\$ 2,396.91	
11	205365202019	SUSAN L YANISCH	3692	CONROY CT		\$ 835.59		\$ 1,561.32	\$ 2,396.91	
11	205365203019	BRENT STEVENSEN	3694	CONROY CT		\$ 835.59		\$ 1,561.32	\$ 2,396.91	
11	205365204019	JAMES J & SANDRA KINGORE	3696	CONROY CT		\$ 835.59		\$ 1,561.32	\$ 2,396.91	
11	205365201020	MICHELE G JERMAN	3692	CONROY CT		\$ 835.59		\$ 1,561.32	\$ 2,396.91	
11	205365202020	PAWELA L SINGER	3694	CONROY CT		\$ 835.59		\$ 1,561.32	\$ 2,396.91	
11	205365203020	TAMARA J ELWELL	3696	CONROY CT		\$ 835.59		\$ 1,561.32	\$ 2,396.91	
11	205365204020	GARY M KLUENDER	3688	CONROY CT		\$ 835.59		\$ 1,561.32	\$ 2,396.91	
11	205365201021	JOHN & BARBARA DINSMORE	3674	CONROY CT		\$ 835.59		\$ 1,561.32	\$ 2,396.91	
11	205365202021	FRANK J & SANDRA M DIFRONZO	3676	CONROY CT		\$ 835.59		\$ 1,561.32	\$ 2,396.91	
11	205365203021	EMILY MUNSEN	3678	CONROY CT		\$ 835.59		\$ 1,561.32	\$ 2,396.91	
11	205365202022	DIANE I STOFFEL	3668	CONROY CT		\$ 835.59		\$ 1,561.32	\$ 2,396.91	
11	205365201022	GAIL M PRESLEY	3666	CONROY CT		\$ 835.59		\$ 1,561.32	\$ 2,396.91	
11	205365203022	MARGARET M SPENCER	3670	CONROY CT		\$ 835.59		\$ 1,561.32	\$ 2,396.91	
11	205365204022	KAREN L BROWN	3672	CONROY CT		\$ 835.59		\$ 1,561.32	\$ 2,396.91	
11	205365202023	CHARLENE F HEWITT	3660	CONROY CT		\$ 835.59		\$ 1,561.32	\$ 2,396.91	
11	205365203023	VICTORIA L KNEELAND	3662	CONROY CT		\$ 835.59		\$ 1,561.32	\$ 2,396.91	
12	205365001001	JAMES B & BONNIE SMITH	7525	DAWN AVE E		\$ 811.65		\$ 3,679.35	\$ 4,491.00	
12	205365002001	DAGMAR R C MAEDER	3980	75TH ST E		\$ 811.65		\$ 3,679.35	\$ 4,491.00	
12	205365003001	ROBERT R & MARY A KAIN	3970	75TH ST E		\$ 811.65		\$ 3,679.35	\$ 4,491.00	
11	205365004001	CHERYL A HUDALLA	3960	75TH ST E		\$ 811.65		\$ 3,679.35	\$ 4,491.00	
11	205365101001	JIMMIE F JR PAVELKA	3878	CRAIG WAY		\$ 835.59		\$ 1,561.32	\$ 2,396.91	
11	205365102001	MICHAEL L SATHRE	3882	CRAIG WAY		\$ 835.59		\$ 1,561.32	\$ 2,396.91	
11	205365103001	DENNIS H CURRIN	3886	CRAIG WAY		\$ 835.59		\$ 1,561.32	\$ 2,396.91	
11	205365104001	SUSAN LOSIE	3890	CRAIG WAY		\$ 835.59		\$ 1,561.32	\$ 2,396.91	
11	205365105001	JEFFREY SR & LINDA M HAMMOND	3894	CRAIG WAY		\$ 835.59		\$ 1,561.32	\$ 2,396.91	
11	205365101002	PAUL KORMAN	3858	CRAIG WAY		\$ 835.59		\$ 1,561.32	\$ 2,396.91	
11	205365102002	ELIZABETH A GEISTER	3862	CRAIG WAY		\$ 835.59		\$ 1,561.32	\$ 2,396.91	
11	205365103002	DEBORA L NELSON	3866	CRAIG WAY		\$ 835.59		\$ 1,561.32	\$ 2,396.91	
11	205365104002	JULIAN JR & DIANE HERNANDEZ JR	3870	CRAIG WAY		\$ 835.59		\$ 1,561.32	\$ 2,396.91	
11	205365101003	CHRISTINE Z GARCIA	3830	CRAIG WAY		\$ 835.59		\$ 1,561.32	\$ 2,396.91	
11	205365102003	JEFFREY P & MICHELLE FISCHER	3834	CRAIG WAY		\$ 835.59		\$ 1,561.32	\$ 2,396.91	
11	205365103003	DAVID E KOMOROUSKI	3838	CRAIG WAY		\$ 835.59		\$ 1,561.32	\$ 2,396.91	
11	205365104003	LISA RENEE ANDERSON	3842	CRAIG WAY		\$ 835.59		\$ 1,561.32	\$ 2,396.91	
11	205365105003	ADOLPH A ZINDA	3846	CRAIG WAY		\$ 835.59		\$ 1,561.32	\$ 2,396.91	
11	205365101004	BETTY ANN PAULINE HANNEGRAF	3860	UPPER 75TH ST E		\$ 835.59		\$ 1,561.32	\$ 2,396.91	
11	205365102004	FRANK A III KEMPE	3868	UPPER 75TH ST E		\$ 835.59		\$ 1,561.32	\$ 2,396.91	
11	205365103004	DIANA LEA BEIMERT	3870	UPPER 75TH ST E		\$ 835.59		\$ 1,561.32	\$ 2,396.91	
11	205365104004	DAVID J RUDNICK	3874	UPPER 75TH ST E		\$ 835.59		\$ 1,561.32	\$ 2,396.91	
11	205365105004	JAMIE J & BECKI J LEAL	3880	UPPER 75TH ST E		\$ 835.59		\$ 1,561.32	\$ 2,396.91	
11	205365106004	DEBORAH J FINHOLT	3884	UPPER 75TH ST E		\$ 835.59		\$ 1,561.32	\$ 2,396.91	
11	205365101005	DENNIS K & TAMMY L JOHNSON	3904	UPPER 75TH ST E		\$ 835.59		\$ 1,561.32	\$ 2,396.91	
11	205365102005	NANG TRI TRAN	3910	UPPER 75TH ST E		\$ 835.59		\$ 1,561.32	\$ 2,396.91	
11	205365103005	NIKKI STRAIN	3914	UPPER 75TH ST E		\$ 835.59		\$ 1,561.32	\$ 2,396.91	
11	205365104005	DAVID H JENSEN	3920	UPPER 75TH ST E		\$ 835.59		\$ 1,561.32	\$ 2,396.91	
11	205365105005	DAVID H JENSEN	3940	UPPER 75TH ST E		\$ 835.59		\$ 1,561.32	\$ 2,396.91	
11	205365101006	DAVID J FAVILLA	3944	UPPER 75TH ST E		\$ 835.59		\$ 1,561.32	\$ 2,396.91	
11	205365102006	THE OAKS HOMEOWNERS ASSOC	3950	UPPER 75TH ST E		\$ 835.59		\$ 1,561.32	\$ 2,396.91	
11	205365103006	ERIC PETERSON	3954	UPPER 75TH ST E		\$ 835.59		\$ 1,561.32	\$ 2,396.91	

CITY PROJECT NO. 2010-09D - SOUTH GROVE AREA 5 STREET RECONSTRUCTION
PRELIMINARY ASSESSMENT ROLL (2/22/2010)

MAP NO.	PID NO.	OWNER NAME	PROPERTY HOUSE NO.	PROPERTY STREET NAME	DEHRER COURT ASSESSMENT	DRAINAGE ASSESSMENT	PER LOT STREET ASSESSMENT	F. F. STREET ASSESSMENT	TOTAL 2010-09D ASSESSMENT	TOTAL PREVIOUS ASSESSMENTS (SINCE 2007)
11	205365103011	RONALD E LINDEMAN	3932	76TH WAY		\$ 835.59		\$ 1,561.32	\$ 2,396.91	
11	205365104011	JUSTIN LLOYD EVENSTAD	3938	76TH WAY		\$ 835.59		\$ 1,561.32	\$ 2,396.91	
11	205365105011	JEREMIAH T & SUSAN M PACKER	3944	76TH WAY		\$ 835.59		\$ 1,561.32	\$ 2,396.91	
11	205365106011	NOE LOPEZ SANCHEZ	3948	76TH WAY		\$ 835.59		\$ 1,561.32	\$ 2,396.91	
11	205365107012	JEFFREY A SCHAFER	3900	76TH WAY		\$ 835.59		\$ 1,561.32	\$ 2,396.91	
11	205365102012	ANTHONY J MEYER	3904	76TH WAY		\$ 835.59		\$ 1,561.32	\$ 2,396.91	
11	205365103012	JEAN A BAUER	3908	76TH WAY		\$ 835.59		\$ 1,561.32	\$ 2,396.91	
11	205365104012	THOMAS W BLUNKERS	3912	76TH WAY		\$ 835.59		\$ 1,561.32	\$ 2,396.91	
11	205365105012	LORIA DICKEY	3916	76TH WAY		\$ 835.59		\$ 1,561.32	\$ 2,396.91	
11	205365106012	NATIONAL CITY REAL ESTATE SERVICES LLC	3920	76TH WAY		\$ 835.59		\$ 1,561.32	\$ 2,396.91	
11	205365201001	KATHLEEN MULLIGAN	3777	CONROY TRLE		\$ 835.59		\$ 1,561.32	\$ 2,396.91	
11	205365202001	PATRICIA L RIESS	3771	CONROY TRLE		\$ 835.59		\$ 1,561.32	\$ 2,396.91	
11	205365203001	LYNN N & SARAH L ISTA	3765	CONROY TRLE		\$ 835.59		\$ 1,561.32	\$ 2,396.91	
11	205365204001	DEREK M LANSING	3759	CONROY TRL		\$ 835.59		\$ 1,561.32	\$ 2,396.91	
11	205365205001	RODNEY E & SHARON THOMPSON	3753	CONROY TRL		\$ 835.59		\$ 1,561.32	\$ 2,396.91	
11	205365206001	VINCENT P HALM	3747	CONROY TRL		\$ 835.59		\$ 1,561.32	\$ 2,396.91	
11	205365201002	TIMOTHY WAGNER	3825	CONROY TRL		\$ 835.59		\$ 1,561.32	\$ 2,396.91	
11	205365202002	BETTY J & JEFFREY B JEGENYES	3821	CONROY TRL		\$ 835.59		\$ 1,561.32	\$ 2,396.91	
11	205365203002	CHRIS M & JODY L PSIMER	3817	CONROY TRL		\$ 835.59		\$ 1,561.32	\$ 2,396.91	
11	205365204002	JANE A MALLOY	3813	CONROY TRL		\$ 835.59		\$ 1,561.32	\$ 2,396.91	
11	205365205002	HARLY YOUNG	3807	CONROY TRL		\$ 835.59		\$ 1,561.32	\$ 2,396.91	
11	205365204023	CHARLES H SCHAUS	3684	CONROY CT		\$ 835.59		\$ 1,561.32	\$ 2,396.91	
11	205365201024	KIMBERLY K EVJEN	3650	CONROY CT		\$ 835.59		\$ 1,561.32	\$ 2,396.91	
11	205365202024	SUSAN M BERRIS	3652	CONROY CT		\$ 835.59		\$ 1,561.32	\$ 2,396.91	
11	205365203024	BEVERLY CAREY	3654	CONROY CT		\$ 835.59		\$ 1,561.32	\$ 2,396.91	
11	205365204024	THE OAKS HOMEOWNERS ASSOC	3656	CONROY CT		\$ 835.59		\$ 1,561.32	\$ 2,396.91	
11	205365201030	LARRY M & ROBYN M VITCH	3724	CONROY TRL		\$ 835.59		\$ 1,561.32	\$ 2,396.91	
11	205365202030	JOHN G JR SARZOZA	3722	CONROY TRL		\$ 835.59		\$ 1,561.32	\$ 2,396.91	
11	205365203030	BILLY J MEDJANYK	3720	CONROY TRL		\$ 835.59		\$ 1,561.32	\$ 2,396.91	
11	205365204030	RAND & CINDY KOCH	3718	CONROY TRL		\$ 835.59		\$ 1,561.32	\$ 2,396.91	
11	205365205030	VIVIERNE J COSTELLO	3716	CONROY TRL		\$ 835.59		\$ 1,561.32	\$ 2,396.91	
11	205365206030	JOSEPH A ZIEGLER	3714	CONROY TRL		\$ 835.59		\$ 1,561.32	\$ 2,396.91	
11	205365206002	MARK E ANDERBERG	3801	CONROY TRL		\$ 835.59		\$ 1,561.32	\$ 2,396.91	
11	205365201003	SUSAN E FEUERHERM	3849	CONROY TRL		\$ 835.59		\$ 1,561.32	\$ 2,396.91	
11	205365202003	KATHLEEN M INNES	3845	CONROY TRL		\$ 835.59		\$ 1,561.32	\$ 2,396.91	
11	205365203003	HEDY S WOOG	3841	CONROY TRL		\$ 835.59		\$ 1,561.32	\$ 2,396.91	
11	205365204003	JULIE YORK	3837	CONROY TRL		\$ 835.59		\$ 1,561.32	\$ 2,396.91	
11	205365205003	LOIS J KENNEDY	3833	CONROY TRL		\$ 835.59		\$ 1,561.32	\$ 2,396.91	
11	205365206003	TIMOTHY A STOW	3829	CONROY TRL		\$ 835.59		\$ 1,561.32	\$ 2,396.91	
11	205365201004	MICHAEL RAYMOND NIEMIOLA	3873	CONROY TRL		\$ 835.59		\$ 1,561.32	\$ 2,396.91	
11	205365202004	US BANK NATIONAL ASSOC TSTE	3869	CONROY TRL		\$ 835.59		\$ 1,561.32	\$ 2,396.91	
11	205365203004	STEVEN R ALLING	3865	CONROY TRL		\$ 835.59		\$ 1,561.32	\$ 2,396.91	
11	205365204004	STEVEN D JOHNSON	3861	CONROY TRL		\$ 835.59		\$ 1,561.32	\$ 2,396.91	
11	205365205004	BENJAMIN JR & SUSAN GUDDEN	3857	CONROY TRL		\$ 835.59		\$ 1,561.32	\$ 2,396.91	
11	205365206004	LYNNE M WELSH	3853	CONROY TRL		\$ 835.59		\$ 1,561.32	\$ 2,396.91	
11	205365201005	STEVEN M PRUDEN	3828	CONROY TRL		\$ 835.59		\$ 1,561.32	\$ 2,396.91	
11	205365202005	CHRISTOPHER M VEGA	3830	CONROY TRL		\$ 835.59		\$ 1,561.32	\$ 2,396.91	
11	205365203005	1 COMMERCIAL PROPERTY LLC	3832	CONROY TRLE		\$ 835.59		\$ 1,561.32	\$ 2,396.91	
11	205365204005	MICHAEL & SHIRLEY CUMMINGS	3834	CONROY TRL		\$ 835.59		\$ 1,561.32	\$ 2,396.91	
11	205365201006	DENISE JEAN MWESIGWA	3897	CONROY TRL		\$ 835.59		\$ 1,561.32	\$ 2,396.91	
11	205365202006	ALLEN BATES	3893	CONROY TRL		\$ 835.59		\$ 1,561.32	\$ 2,396.91	
11	205365203006	COLIN J MCCOY	3889	CONROY TRL		\$ 835.59		\$ 1,561.32	\$ 2,396.91	
11	205365204006	JACQUELINE M GERMSCHIED	3895	CONROY TRL		\$ 835.59		\$ 1,561.32	\$ 2,396.91	
11	205365205006	DWAYNE A BROWN	3881	CONROY TRL		\$ 835.59		\$ 1,561.32	\$ 2,396.91	
11	205365206006	ALICE SILBERNAGEL	3877	CONROY TRL		\$ 835.59		\$ 1,561.32	\$ 2,396.91	

CITY PROJECT NO. 2010-09D - SOUTH GROVE AREA 5 STREET RECONSTRUCTION
 PRELIMINARY ASSESSMENT ROLL (2/22/2010)

MAP NO.	PID NO.	OWNER NAME	PROPERTY HOUSE NO.	PROPERTY STREET NAME	DEHRER COURT ASSESSMENT	DRAINAGE ASSESSMENT	PER LOT STREET ASSESSMENT	F. F. STREET ASSESSMENT	TOTAL 2010-09D ASSESSMENT	TOTAL PREVIOUS ASSESSMENTS (SINCE 2007)
11	205365201007	MAUREEN J BELTZ	3919	CONROY TRL		\$ 835.59		\$ 1,561.32	\$ 2,396.91	
11	205365202007	WALTER & DEBRA WATSON	3915	CONROY TRL		\$ 835.59		\$ 1,561.32	\$ 2,396.91	
11	205365203007	CHANCE & DEANNA SAVER	3911	CONROY TRL		\$ 835.59		\$ 1,561.32	\$ 2,396.91	
11	205365204007	MARY A COATES	3907	CONROY TRL		\$ 835.59		\$ 1,561.32	\$ 2,396.91	
11	205365205007	BARBARA J STOTESBERY	3905	CONROY TRL		\$ 835.59		\$ 1,561.32	\$ 2,396.91	
11	205365206007	JOYCE DELAGRUY	3901	CONROY TRL		\$ 835.59		\$ 1,561.32	\$ 2,396.91	
11	205365201008	DARRON T & JAMIE L CORK	3820	CONROY TRL		\$ 835.59		\$ 1,561.32	\$ 2,396.91	
11	205365202008	JOSE LUIS AGUIRRE	3822	CONROY TRL		\$ 835.59		\$ 1,561.32	\$ 2,396.91	
11	205365203008	CATHY FRAUTSCHI	3826	CONROY TRL		\$ 835.59		\$ 1,561.32	\$ 2,396.91	
11	205365204008	LORIANNE E ROSA	3806	CONROY TRL		\$ 835.59		\$ 1,561.32	\$ 2,396.91	
11	205365202009	HOPE ONE LLC	3808	CONROY TRL		\$ 835.59		\$ 1,561.32	\$ 2,396.91	
11	205365203009	MICHAEL & JUDITH GAVANDA	3810	CONROY TRL		\$ 835.59		\$ 1,561.32	\$ 2,396.91	
11	205365204009	LORENE T DIMOCK	3812	CONROY TRL		\$ 835.59		\$ 1,561.32	\$ 2,396.91	
11	205365201010	MYRON A & VIRGINIA SOIBETH	3788	CONROY TRL		\$ 835.59		\$ 1,561.32	\$ 2,396.91	
11	205365202010	KEITH PILARSKI	3690	CONROY TRL		\$ 835.59		\$ 1,561.32	\$ 2,396.91	
11	205365203010	ANNA E SCHWEMMER	3802	CONROY TRL		\$ 835.59		\$ 1,561.32	\$ 2,396.91	
11	205365204010	ROBERT F RAFFERTY	3804	CONROY TRL		\$ 835.59		\$ 1,561.32	\$ 2,396.91	
11	205365201011	MYRON L SR & JEAN M UBEL	3782	CONROY TRL		\$ 835.59		\$ 1,561.32	\$ 2,396.91	
11	205365202011	GAYLA M SCHWEBACH	3784	CONROY TRL		\$ 835.59		\$ 1,561.32	\$ 2,396.91	
11	205365203011	RANDOLPH J & VICKY J NELLIS	3786	CONROY TRL		\$ 835.59		\$ 1,561.32	\$ 2,396.91	
11	205365204011	JULIE A REICHENBERGER	3788	CONROY TRL		\$ 835.59		\$ 1,561.32	\$ 2,396.91	
11	205365201012	RICHARD & KATHLEEN M WERTISH	3774	CONROY TRL		\$ 835.59		\$ 1,561.32	\$ 2,396.91	
11	205365202012	JOSHUA M HAREID	3776	CONROY TRL		\$ 835.59		\$ 1,561.32	\$ 2,396.91	
11	205365203012	ALLEN H & RAE A HAREID	3778	CONROY TRL		\$ 835.59		\$ 1,561.32	\$ 2,396.91	
11	205365204012	GARY M & MARY JANE LEIN	3780	CONROY TRL		\$ 835.59		\$ 1,561.32	\$ 2,396.91	
11	205365201025	DIANE M DEMBOUSKI	3779	CONROY TRL		\$ 835.59		\$ 1,561.32	\$ 2,396.91	
11	205365202025	JOAN T PETERS	3781	CONROY TRL		\$ 835.59		\$ 1,561.32	\$ 2,396.91	
11	205365203025	TRAVIS PUTNAM	3783	CONROY TRL		\$ 835.59		\$ 1,561.32	\$ 2,396.91	
11	205365204025	DIANE MARIE MILLER	3785	CONROY TRL		\$ 835.59		\$ 1,561.32	\$ 2,396.91	
11	205365201028	SUSAN L G BURKE	3787	CONROY TRL		\$ 835.59		\$ 1,561.32	\$ 2,396.91	
11	205365202028	BARBARA A DULAK	3789	CONROY TRL		\$ 835.59		\$ 1,561.32	\$ 2,396.91	
11	205365203028	GARY & DONNA ANDERSON	3791	CONROY TRL		\$ 835.59		\$ 1,561.32	\$ 2,396.91	
11	205365204028	LOIS E GEVING	3793	CONROY TRL		\$ 835.59		\$ 1,561.32	\$ 2,396.91	
11	205365201027	DONNA M BREDAHL	3796	CONROY TRL		\$ 835.59		\$ 1,561.32	\$ 2,396.91	
11	205365202027	CYNTHIA BARNETT	3794	CONROY TRL		\$ 835.59		\$ 1,561.32	\$ 2,396.91	
11	205365203027	JOHN WILSON HOLT	3792	CONROY TRL		\$ 835.59		\$ 1,561.32	\$ 2,396.91	
11	205365204027	DALE NORDQUIST	3790	CONROY TRL		\$ 835.59		\$ 1,561.32	\$ 2,396.91	
11	205365201028	RICHARD D KNUTSON	3772	CONROY TRL		\$ 835.59		\$ 1,561.32	\$ 2,396.91	
11	205365203028	DANIEL L PRUITT	3770	CONROY TRL		\$ 835.59		\$ 1,561.32	\$ 2,396.91	
11	205365204028	HOWARD GACKSTETTER	3768	CONROY TRL		\$ 835.59		\$ 1,561.32	\$ 2,396.91	
11	205365201029	NICHOLAS J BREUN	3764	CONROY TRL		\$ 835.59		\$ 1,561.32	\$ 2,396.91	
11	205365202029	LATOYA TERRY	3762	CONROY TRLE		\$ 835.59		\$ 1,561.32	\$ 2,396.91	
11	205365203029	HOWARD R & KATHERINE STEVENS	3760	CONROY TRL		\$ 835.59		\$ 1,561.32	\$ 2,396.91	
11	205365204029	PATRICK JOHN MOLITOR	3758	CONROY TRL		\$ 835.59		\$ 1,561.32	\$ 2,396.91	
11	205365106010	PATRICIA J BRISSON	3924	76TH WAY		\$ 835.59		\$ 1,561.32	\$ 2,396.91	
11	205365101011	DANIEL J KZALEY	3928	76TH WAY		\$ 835.59		\$ 1,561.32	\$ 2,396.91	
11	205365102011	RICHARD R HOWE	3928	76TH WAY		\$ 127.15		\$ 127.15	\$ 10,000.00	
13	207115116006	RAYCHAND J & JULIE A NATH	7484	CLAYTON AVE E		\$ 628.90		\$ 628.90	\$ 6,695.00	
14	207115117006	ROLLAND W & RUTH C BARRON	7484	CLAYTON AVE E		\$ 1,574.28	\$ 3,832.61	\$ 5,406.89	\$ 1,891.72	
15	207115118008	ROBERT & BERNADETTE ROONEY	3531	75TH ST E		\$ 782.17		\$ 782.17	\$ 10,000.00	
16	207115119006	LEE J MONSRUD	7475	CLEADIS WAY E		\$ 203.08		\$ 203.08	\$ 9,948.40	
17	207115011003	MARY H NEISEN	7466	CRAIG AVE E		\$ 286.54		\$ 286.54	\$ 4,119.15	
18	207115012003	ALISHA CASHMAN	3875	75TH ST E		\$ 3,832.61		\$ 3,832.61	\$ 1,631.58	

CITY PROJECT NO. 2010-09D - SOUTH GROVE AREA 5 STREET RECONSTRUCTION
 PRELIMINARY ASSESSMENT ROLL (2/22/2010)

MAP NO.	PID NO.	OWNER NAME	PROPERTY HOUSE NO.	PROPERTY STREET NAME	DEHRER COURT ASSESSMENT	DRAINAGE ASSESSMENT	PER LOT STREET ASSESSMENT	F. F. STREET ASSESSMENT	TOTAL 2010-09D ASSESSMENT	TOTAL PREVIOUS ASSESSMENTS (SINCE 2007)
19	207115013003	LOWELL & JOANNE SONNICHSEN	3897	75TH ST E		\$ 308.43	\$ 3,832.61		\$ 4,141.04	\$ 1,591.44
20	207115014003	TIM J WENINGER	3911	75TH ST E		\$ 327.31	\$ 3,832.61		\$ 4,159.92	\$ 1,573.38
21	207115015003	GERALD L & JUDITH WUEST	3927	75TH ST E		\$ 335.96	\$ 3,832.61		\$ 4,168.57	\$ 1,583.30
22	207115016003	SYLVIA D HOEKSTRA	3937	75TH ST E		\$ 343.79	\$ 3,832.61		\$ 4,176.40	\$ 1,553.10
23	207115017003	OWEN R & KATHRYN ANDERSON	3951	75TH ST E		\$ 357.73	\$ 3,832.61		\$ 4,190.34	\$ 1,528.80
24	207115018003	ARMANDO MARQUEZ-SOTELO	3971	75TH ST E		\$ 377.65	\$ 3,832.61		\$ 4,210.26	\$ 1,494.98
25	207115019003	JOHN E & PATRICIA A WHEELER	7465	DAWN AVE E		\$ 308.43	\$ 3,832.61		\$ 4,141.04	\$ 1,591.44
26	208860004001	GEORGE E & PHYLLIS J COLAIZY	7552	DAWN AVE E		\$ 3,374.22	\$ 3,832.61		\$ 7,206.83	
27	208860005001	TERRANCE J & RUTH THONE	7578	DAWN AVE E		\$ 3,374.23	\$ 3,832.61		\$ 7,206.84	
28	201170001001	TAMMI & JEREMY STRONG	7690	DAWN AVE E		\$ 1,833.77	\$ 3,832.61		\$ 5,666.38	
29	201170002001	LAVIER GUTIERREZ ANDRADE	7710	DAWN AVE E		\$ 1,771.59	\$ 3,832.61		\$ 5,604.20	
30	201170003001	CHARLES K & JUDITH A IRISH	7730	DAWN AVE E		\$ 1,771.55	\$ 3,832.61		\$ 5,604.16	
31	201170004001	JANICE L IRISH	4015	78TH ST E		\$ 1,536.81	\$ 3,832.61		\$ 5,369.42	
32	206420005001	KEVIN M & WENDY K EISEN	7806	DAWN AVE E		\$ 216.59	\$ 3,832.61		\$ 4,049.20	
33	206420006001	GARY J TSTE CHIRHART	7814	DAVIDSON CT		\$ 736.49	\$ 3,832.61		\$ 4,585.70	
34	207116305001	DEANNA R PETERSON	3783	77TH ST E		\$ 995.01	\$ 3,832.61		\$ 4,827.62	
35	207116306001	TIMOTHY A FORT	3801	77TH ST E		\$ 902.28	\$ 3,832.61		\$ 4,734.89	
36	207116307001	JAMIE B & LISA F WESTMILLAR	3817	77TH ST E		\$ 1,194.13	\$ 3,832.61		\$ 5,026.74	
37	207116308001	THOMAS L GUNDON	3833	77TH ST E		\$ 1,349.42	\$ 3,832.61		\$ 5,182.03	
38	207116309001	PAUL & KARLEEN MAEURER	3849	77TH ST E		\$ 1,349.92	\$ 3,832.61		\$ 5,182.53	
39	207116310001	KAREN C BOOKLER	3865	77TH ST E		\$ 1,350.42	\$ 3,832.61		\$ 5,183.03	
40	207116311001	RONALD K FRANCIS	3881	77TH ST E		\$ 1,350.94	\$ 3,832.61		\$ 5,183.55	
41	207116312001	ROBERT & MADELYNN K HAUMSCHILD	3895	77TH ST E		\$ 1,351.43	\$ 3,832.61		\$ 5,184.04	
42	207116313001	JOYCE F MAUSOLF	3901	77TH ST E		\$ 1,351.94	\$ 3,832.61		\$ 5,184.55	
43	207116314001	LUIS O MARTINEZ	3923	77TH ST E		\$ 1,352.45	\$ 3,832.61		\$ 5,185.06	
44	207116315001	BRENDA K DEREMER	3937	77TH ST E		\$ 1,352.95	\$ 3,832.61		\$ 5,185.56	
45	207116316001	AMBER MARIE ARRISON	3951	77TH ST E		\$ 1,353.47	\$ 3,832.61		\$ 5,186.08	
46	207116317001	TODD L BROWN	3965	77TH ST E		\$ 1,353.97	\$ 3,832.61		\$ 5,186.58	
47	207116318001	AARON J & SHAWNNA DAJUN	3979	77TH ST E		\$ 1,355.48	\$ 3,832.61		\$ 5,188.09	
48	207116319001	GERALD W & MARILYN K BRYANT	3993	77TH ST E		\$ 1,694.37	\$ 3,832.61		\$ 5,526.98	
49	207116303004	ANTONIO GALVAN	3800	77TH ST E		\$ 271.81	\$ 3,832.61		\$ 4,104.42	
50	207116304004	HENRY JR & SANDRA TRIEMERT	3816	77TH ST E		\$ 1,318.00	\$ 3,832.61		\$ 5,150.61	
51	207116305004	NANCY J DUERSCHERL	3832	77TH ST E		\$ 1,341.31	\$ 3,832.61		\$ 5,173.92	
52	207116306004	MICHAEL L & DIANNE BECHTEL	3848	77TH ST E		\$ 1,341.31	\$ 3,832.61		\$ 5,173.92	
53	207116307004	KATHLEEN ANNA MARIE FLORCZAK	3864	77TH ST E		\$ 1,341.32	\$ 3,832.61		\$ 5,173.93	
54	207116308004	ANTHONY W & PAMELA LIPPERT	3880	77TH ST E		\$ 1,341.32	\$ 3,832.61		\$ 5,173.92	
55	207116309004	CONSTANCE SUE BREWER	3894	77TH ST E		\$ 1,341.31	\$ 3,832.61		\$ 5,173.92	
56	207116310004	DAVID J & MARIA SPYCHALLA	3908	77TH ST E		\$ 1,341.31	\$ 3,832.61		\$ 5,173.92	
57	207115116004	DOUGLAS R & JANET A GUSTAFSON	7480	CLOWAN WAY E		\$ 594.01	\$ 3,832.61		\$ 4,426.62	\$ 10,000.00
58	207115117004	MERWIN O & REATHA J WYATT	3639	75TH ST E		\$ 408.34	\$ 3,832.61		\$ 4,240.95	\$ 26.80
59	207115118004	DENNIS L & N CHRISTIANSON	3653	75TH ST E		\$ 349.06	\$ 3,832.61		\$ 4,181.67	\$ 53.12
60	207115119004	DONALD & JANICE BERNIER	3667	75TH ST E		\$ 344.48	\$ 3,832.61		\$ 4,177.09	\$ 1,788.99
61	207115120004	GARY & SANDRA VANBEEK	3683	75TH ST E		\$ 339.92	\$ 3,832.61		\$ 4,172.53	\$ 1,751.04
62	207115121004	DONALD G FOSTER	3697	75TH ST E		\$ 335.35	\$ 3,832.61		\$ 4,167.96	\$ 1,712.82
63	207115122004	JOSEPH BOSER	3711	75TH ST E		\$ 330.78	\$ 3,832.61		\$ 4,163.39	\$ 1,815.94
64	207115123004	BARBARA A & ROBERT O LANGE	3725	75TH ST E		\$ 326.37	\$ 3,832.61		\$ 4,158.98	\$ 1,790.78
65	207115124004	JARED L LOEWEN	3741	75TH ST E		\$ 325.41	\$ 3,832.61		\$ 4,158.02	\$ 1,765.88
66	207115108005	CAROL WARNER	7470	CLEADIS WAY E		\$ 63.82			\$ 63.82	\$ 10,000.00
67	207115109005	DONNA MAE & JOHN P SWANSON	7488	CLEADIS WAY E		\$ 1,249.66			\$ 1,249.66	\$ 9,227.80
68	207115110005	MAI YIA XIONG	3573	75TH ST E		\$ 610.59	\$ 3,832.61		\$ 4,443.20	\$ 1,228.78
69	207115111005	ROBIN L OLSEN	7481	CLOWAN WAY E		\$ 415.94	\$ 3,832.61		\$ 4,248.55	\$ 1,498.06
70	207115125004	GERALD L & KAREN CHERMAK	3755	75TH ST E		\$ 325.86	\$ 3,832.61		\$ 4,158.47	\$ 1,740.74
71	207115126004	JOHN A SKOGLUND	3769	75TH ST E		\$ 326.31	\$ 3,832.61		\$ 4,158.92	\$ 1,715.84
72	207115127004	CALVIN W & TEDDIA GRIGGS	3783	75TH ST E		\$ 352.79	\$ 3,832.61		\$ 4,185.40	\$ 1,649.50
73	207115128004	VINCENT P & EDRIE A ZWIEBER	3797	75TH ST E		\$ 546.80	\$ 3,832.61		\$ 4,379.41	\$ 1,318.22

CITY PROJECT NO. 2010-09D - SOUTH GROVE AREA 5 STREET RECONSTRUCTION
PRELIMINARY ASSESSMENT ROLL (2/22/2010)

MAP NO.	PID NO.	OWNER NAME	PROPERTY HOUSE NO.	PROPERTY STREET NAME	DEHRER COURT ASSESSMENT	DRAINAGE ASSESSMENT	PER LOT STREET ASSESSMENT	F. F. STREET ASSESSMENT	TOTAL 2010-09D ASSESSMENT	TOTAL PREVIOUS ASSESSMENTS (SINCE 2007)
74	207115129004	MIRCEA V & ELENA DAISA	3811	75TH ST E		\$ 753.45	\$ 3,832.61		\$ 4,586.06	\$ 966.64
75	207115130004	JEFFREY R HOLM	7479	GRAIG AVE E		\$ 968.74	\$ 3,832.61		\$ 4,801.35	\$ 1,092.48
76	203652008001	JASON C & DIANA P LEON	3864	78TH ST E		\$ 2,090.96	\$ 3,832.61		\$ 5,923.57	
77	203652009001	ROBT L JR & MARG STEVENSON	3850	78TH ST E		\$ 2,092.44	\$ 3,832.61		\$ 5,925.05	
78	203652101001	DENNIS HOSFORD	3838	78TH ST E		\$ 1,762.80	\$ 3,832.61		\$ 5,595.41	
79	203652102001	MICHAELL & SHERRI K WIRKUS	3820	78TH ST E		\$ 2,073.93	\$ 3,832.61		\$ 5,906.54	
80	203652103001	SETH R PRICE	7824	COOPER AVE E		\$ 2,309.94			\$ 2,309.94	
81	203652104001	WAYNE & NANCY PORTUGAL	7830	COOPER AVE E		\$ 2,309.96			\$ 2,309.96	
82	203652105001	JOSEPH J JR REMACKEL	7852	COOPER AVE E		\$ 2,298.76			\$ 2,298.76	
83	203652106001	WILLIAM B & JEAN M WULFF	7874	COOPER AVE E		\$ 1,432.27			\$ 1,432.27	
84	203652107001	STEVEN LEE KNUTSON	7880	COOPER ST		\$ 688.92			\$ 688.92	
85	203652108001	JASON & JEAN M KELECIC	7888	COOPER AVE E		\$ 664.32			\$ 664.32	
86	203652109001	RICHARD W & DEBBIE L OEHME	7908	COOPER AVE E		\$ 637.32			\$ 637.32	
87	203652110001	DAVID A & PATRICE S LEWIS	7918	COOPER AVE E		\$ 557.51			\$ 557.51	
88	203652111001	GARY J & LYNETTE ALDERMAN	7926	COOPER AVE E		\$ 584.54			\$ 584.54	
89	203652112001	RONALD M PFEIFER	7932	COOPER CT		\$ 353.94			\$ 353.94	
90	203652101002	LESLIE & CHERYL SCHWEGEL	7807	COOPER AVE E		\$ 584.78			\$ 584.78	
91	203652107002	MICHAEL R & JACKIE L LUCAS	7880	CONROY WAY		\$ 101.35			\$ 101.35	
92	203652108002	DEBRA J DIDIER	7892	CONROY WAY		\$ 224.37			\$ 224.37	
93	203652109002	ROBERT L SAGE	7900	CONROY WAY		\$ 263.26			\$ 263.26	
94	203652113002	MATTHEW JOHN GERLACH	7935	COOPER AVE E		\$ 1,770.56			\$ 1,770.56	
95	203652114002	STEVEN J FEGLEY	7929	COOPER AVE E		\$ 1,859.12			\$ 1,859.12	
96	203652115002	KARL L & MICHELLE A STEIN	7915	COOPER AVE E		\$ 1,838.00			\$ 1,838.00	
97	203652116002	KATHY L & BRIAN W BLES	7899	COOPER AVE E		\$ 1,849.74			\$ 1,849.74	
98	203652117002	PAULETTE A STARK	7877	COOPER AVE E		\$ 1,796.68			\$ 1,796.68	
99	203652118002	EDWARD M & JULIE A HOFFNER	7869	COOPER AVE E		\$ 1,779.28			\$ 1,779.28	
100	203652119002	GERALD M & NORMA J MYERS	7849	COOPER AVE E		\$ 1,444.22			\$ 1,444.22	
101	203652120002	JAMES R & VALERIE M LARSON	7827	COOPER AVE E		\$ 1,421.02			\$ 1,421.02	
102	203652121002	ROBERT B & SUZANNE BOERBON	7821	COOPER AVE E		\$ 1,065.73			\$ 1,065.73	
103	206420011005	BRYCE A & JULIE L ERICKSON	7843	COREY PATH		\$ 1,111.79			\$ 1,111.79	
104	206420012005	CHAD W & REBECCA L PERRON	7841	COREY PATH		\$ 2,418.27			\$ 2,418.27	
105	206420013005	JULIE RAE JOHNSON	7839	COREY PATH		\$ 1,800.00			\$ 1,800.00	
106	206420014005	TRENT L BLAZEK	7837	COREY PATH		\$ 1,424.16			\$ 1,424.16	
107	206420015005	TONY M DENZER	7835	COREY PATH		\$ 1,466.00			\$ 1,466.00	
108	206420016005	LISA JEWEL & TORREY WINTER	7833	COREY PATH		\$ 1,640.67			\$ 1,640.67	
109	201142002002	JAMES D JACOBSON	3940	75TH ST E		\$ 1,498.37	\$ 3,832.61		\$ 5,330.98	
110	201142003002	RICHARD T & DARLENE COLLETTE	3930	75TH ST E		\$ 1,498.39	\$ 3,832.61		\$ 5,331.00	
111	201142004002	GARY J FOLEY	3900	75TH ST E		\$ 1,498.38	\$ 3,832.61		\$ 5,330.99	
112	201142005002	GEORGE & MARY L ANICH	3890	75TH ST E		\$ 1,498.38	\$ 3,832.61		\$ 5,330.99	
113	201142006002	STEVEN W HALL	3880	75TH ST E		\$ 1,498.38	\$ 3,832.61		\$ 5,330.99	
114	201142007002	JOHN E & SHELLEY A PATNAUDE	3870	75TH ST E		\$ 1,674.66	\$ 3,832.61		\$ 5,507.27	
115	201142008003	HECTOR G COSTILLA	3800	75TH ST E		\$ 1,508.94	\$ 3,832.61		\$ 5,341.55	
116	201142009003	STANLEY C BRAUN	3790	75TH ST E		\$ 1,498.37	\$ 3,832.61		\$ 5,330.98	
117	201142010003	VICKE M CARTER	3766	75TH ST E		\$ 1,498.38	\$ 3,832.61		\$ 5,330.99	
118	201142011003	BERNADINE E STILL	3780	75TH ST E		\$ 1,498.34	\$ 3,832.61		\$ 5,330.95	
119	201142012003	CLAUDIA BELLORIN	3770	75TH ST E		\$ 1,498.34	\$ 3,832.61		\$ 5,330.95	
120	201142013003	CHRISTINE M & DENNIS JUNGEMANN	3760	75TH ST E		\$ 1,498.31	\$ 3,832.61		\$ 5,330.92	
121	201142014003	JOHN J MISHLER	3750	75TH ST E		\$ 1,498.32	\$ 3,832.61		\$ 5,330.93	
122	20116304001	LINDA L & DANIEL E HOFFMAN	3767	77TH ST E		\$ 1,047.08	\$ 3,832.61		\$ 4,879.69	
123	20711631004	KATHLEEN ILLETSCHKO	3922	77TH ST E		\$ 1,341.32	\$ 3,832.61		\$ 5,173.93	
124	207116312004	GEORGE W MULWEE JR	3936	77TH ST E		\$ 1,341.31	\$ 3,832.61		\$ 5,173.92	
125	207116313004	MICHAEL PAULSON	3950	77TH ST E		\$ 1,341.31	\$ 3,832.61		\$ 5,173.92	
126	207116314004	MARIO ALBERTO LAVORICO	3964	77TH ST E		\$ 1,341.31	\$ 3,832.61		\$ 5,173.92	
127	207116315004	BERDENE & QUIN MARK HERMANN	3978	77TH ST E		\$ 1,341.31	\$ 3,832.61		\$ 5,173.92	

CITY PROJECT NO. 2010-09D - SOUTH GROVE AREA 5 STREET RECONSTRUCTION
PRELIMINARY ASSESSMENT ROLL (2/22/2010)

MAP NO.	PID NO.	OWNER NAME	PROPERTY HOUSE NO.	PROPERTY STREET NAME	DEHRER COURT ASSESSMENT	DRAINAGE ASSESSMENT	PER LOT STREET ASSESSMENT	F. F. STREET ASSESSMENT	TOTAL 2010-09D ASSESSMENT	TOTAL PREVIOUS ASSESSMENTS (SINCE 2007)
129	207116316004	DARCY MCOUILLAN	3992	77TH ST E		\$ 1,717.00	\$ 3,832.61		\$ 5,549.61	
130	207116317004	KELLY BUSSIAN LATTERELL	3993	78TH ST E		\$ 1,730.35	\$ 3,832.61		\$ 5,562.96	
131	207116318004	DAVID & DIANALYN MUSEUS	3979	78TH ST E		\$ 1,341.31	\$ 3,832.61		\$ 5,173.92	
132	207116319004	JAMES W & SUSAN M NELSON	3965	78TH ST E		\$ 1,341.31	\$ 3,832.61		\$ 5,173.92	
133	207116320004	DALE E SIEG	3951	78TH ST E		\$ 1,341.31	\$ 3,832.61		\$ 5,173.92	
134	207116321004	PAUL M & RUTH A HENDERSON	3937	78TH ST E		\$ 1,341.31	\$ 3,832.61		\$ 5,173.92	
135	207116322004	SEAN P & KARI L MANGAN	3923	78TH ST E		\$ 1,341.30	\$ 3,832.61		\$ 5,173.91	
136	207116323004	JAMES F & DEBRA A JOHNSON	3901	78TH ST E		\$ 1,341.31	\$ 3,832.61		\$ 5,173.92	
137	207116324004	MICHAEL A TSTE STERNY	3895	78TH ST E		\$ 1,341.31	\$ 3,832.61		\$ 5,173.92	
138	207116325004	ANDREW S MARTIN	3881	78TH ST E		\$ 1,341.31	\$ 3,832.61		\$ 5,173.92	
139	207116326004	NORMAN L & RUTH A HENSLIN	3865	78TH ST E		\$ 1,341.31	\$ 3,832.61		\$ 5,173.92	
140	207116327004	JOSEPH A JR & TINA O POLAKOSKI	3849	78TH ST E		\$ 1,341.31	\$ 3,832.61		\$ 5,173.92	
141	207116328004	JOSEPH E KEGLER	3833	78TH ST E		\$ 803.41	\$ 3,832.61		\$ 4,636.02	
142	207116329004	DENISE DEUTSCH	3817	78TH ST E		\$ 86.41	\$ 3,832.61		\$ 3,919.02	
143	207116330004	ROLAND P & HELEN A FREEMAN	3801	78TH ST E	CONROY WAY	\$ 682.00			\$ 682.00	
144	203652110002	WM J & DEBORAH WUORINEN	7904	CONROY WAY		\$ 465.94			\$ 465.94	
145	203652111002	RANDY W & GALE I RAGEITH	7910	CONROY TRLE		\$ 1,173.19		\$ 5,323.75	\$ 6,496.94	
146	200100001076	LYMAN D COOMBS	7535	GLOWAN WAY		\$ 1,315.77		\$ 5,960.95	\$ 7,276.72	
147	200100002076	GARY L & CAROL E BERGH	7555	GLOWAN WAY		\$ 2,585.84		\$ 11,749.24	\$ 14,335.08	
148	200100003076	C H PROPERTIES OF MN LLC	7575	GLOWAN WAY		\$ 1,498.32	\$ 3,832.61		\$ 5,330.93	
149	201142001004	THERESA ROUBIK	3680	75TH ST E		\$ 1,498.32	\$ 3,832.61		\$ 5,330.93	
150	201142002004	PATRICK G & PILAR G STONE	3670	75TH ST E		\$ 1,498.34	\$ 3,832.61		\$ 5,330.95	
151	201142003004	JEROME A & JULIA HOULISTON	3660	75TH ST E		\$ 1,498.34	\$ 3,832.61		\$ 5,330.95	
152	201142004004	ROBERT E & PATSY VANPELT	3650	75TH ST E		\$ 1,498.34	\$ 3,832.61		\$ 5,330.95	
153	201142005004	CHARLES B SCEARCY	3640	75TH ST E		\$ 1,498.31	\$ 3,832.61		\$ 5,330.92	
154	201142006004	DENNIS C & SANDRA J ZAREMBINSKI	3630	75TH ST E		\$ 2,203.44		\$ 9,866.40	\$ 12,069.84	
155	201142007004	DAKOTA COUNTY CDA	7510	GLOWAN WAY E		\$ 1,775.15		\$ 7,948.21	\$ 9,723.36	
156	201142008004	LYLE W & MARGARET A DIXON	7560	GLOWAN WAY E		\$ 1,775.11		\$ 7,948.21	\$ 9,723.32	
157	201142009004	EVEREST MN PROPERTIES LLC	7580	GLOWAN WAY		\$ 1,774.93		\$ 7,947.39	\$ 9,722.32	
158	201142010004	EVEREST MN PROPERTIES LLC	7590	GLOWAN WAY		\$ 2,203.50		\$ 9,882.84	\$ 12,086.34	
159	201142001005	LOURDES JUAREZ	7515	GLOWAN WAY E		\$ 1,007.95			\$ 1,007.95	
160	207116301001	GERALD R & DONNA REUTER	3703	77TH ST E		\$ 986.22			\$ 986.22	
161	207116302001	THOMAS J & LINDA L DUROSE	3731	77TH ST E		\$ 1,041.84	\$ 3,832.61		\$ 4,874.45	
162	207116303001	DANIEL F & LINDA R GREISING	3753	77TH ST E		\$ 58.84			\$ 58.84	
163	207116302002	JOHN J & KAREN M RICCI	3531	77TH ST E		\$ 558.54			\$ 558.54	
164	207116303002	RONALD V & LOIS M LARSON	3545	77TH ST E		\$ 906.25			\$ 906.25	
165	207116304002	JAY C JANSEN	3561	77TH ST E		\$ 960.64			\$ 960.64	
166	207116305002	MICHAEL A LUCAS	3575	77TH ST E		\$ 977.63			\$ 977.63	
167	207116306002	SHELDON & SHEILA LUDSCHER	3595	77TH ST E		\$ 937.60			\$ 937.60	
168	207116307002	JERRY J & ELAINE ABISHIRE	3609	77TH ST E		\$ 935.30			\$ 935.30	
169	207116308002	JUAN & ANGELA FLORES	3625	77TH ST E		\$ 933.00			\$ 933.00	
170	207116309002	WILLIAM F HEATH	3639	77TH ST E		\$ 930.70			\$ 930.70	
171	207116310002	ELI R & JULIE L DEWICH	3655	77TH ST E		\$ 928.40			\$ 928.40	
172	207116311002	GALEN E KOCHERER	3669	77TH ST E		\$ 1,037.56			\$ 1,037.56	
173	207116312002	GREGORY B & JANICE C SOLSETH	3689	77TH ST E		\$ 2,442.17			\$ 2,442.17	
174	203652001001	ADAM L CANEFF	3988	78TH ST E		\$ 2,090.97	\$ 3,832.61		\$ 5,923.58	
175	203652002001	SECRETARY OF HUD	3962	78TH ST E		\$ 2,090.97	\$ 3,832.61		\$ 5,923.58	
176	203652003001	BRIAN & MORGAN HALLERMANN	3944	78TH ST E		\$ 2,090.97	\$ 3,832.61		\$ 5,923.58	
177	203652004001	STEVEN L & JOAN H PILOT	3928	78TH ST E		\$ 2,090.97	\$ 3,832.61		\$ 5,923.58	
178	203652005001	DANNY H BRILL	3912	78TH ST E		\$ 2,090.99	\$ 3,832.61		\$ 5,923.60	
179	203652006001	DENNIS W & CHARLOTTE CUTJA	3888	78TH ST E		\$ 2,090.96	\$ 3,832.61		\$ 5,923.57	
180	203652007001	KEITH T KLETT	3880	78TH ST E		\$ 1,542.26			\$ 1,542.26	
181	206420017005	THOMAS D & VICTORIA FISHER	7831	COREY PATH		\$ 1,541.08			\$ 1,541.08	
182	206420018005	WILLIAM C & DARLENE KARDUCK	7829	COREY PATH		\$ 1,911.24			\$ 1,911.24	
183	206420019005	RICHARD D PETERSON	7827	COREY PATH					\$ 1,911.24	

CITY PROJECT NO. 2010-09D - SOUTH GROVE AREA 5 STREET RECONSTRUCTION
 PRELIMINARY ASSESSMENT ROLL (2/22/2010)

MAP NO.	PID NO.	OWNER NAME	PROPERTY HOUSE NO.	PROPERTY STREET NAME	DEHRER COURT ASSESSMENT	DRAINAGE ASSESSMENT	PER LOT STREET ASSESSMENT	F. F. STREET ASSESSMENT	TOTAL 2010-09D ASSESSMENT	TOTAL PREVIOUS ASSESSMENTS (SINCE 2007)
184	207115010002	HAZEL A. ERICKSON	7476	DAWN AVE E		\$ 283.29			\$ 283.29	\$ 9,291.21
185	207115010002	WILLIAM F & LAUREL K SCOTT	4019	75TH ST E		\$ 445.61	\$ 3,832.61		\$ 4,278.22	\$ 453.94
186	207115012002	JOHN & FRANCES HALLAMEK	4031	75TH ST E		\$ 419.91	\$ 3,832.61		\$ 4,252.52	\$ 453.94
187	207115013002	PAUL W. JR SULLIVAN	4039	75TH ST E		\$ 394.20	\$ 3,832.61		\$ 4,226.81	\$ 453.94
188	207115014002	JULIANE L JEWELL	4049	75TH ST E		\$ 368.50	\$ 3,832.61		\$ 4,201.11	\$ 453.94
189	207115015002	DONALD J & PATRICIA TERLUNDE	4059	75TH ST E		\$ 342.80	\$ 3,832.61		\$ 4,175.41	\$ 453.94
190	207115016002	OTTO C & SHEILA GLASSING	4069	75TH ST E		\$ 317.09	\$ 3,832.61		\$ 4,149.70	\$ 453.94
191	207115017002	JAMES P & HEIDI J BUNBERT	4079	75TH ST E		\$ 291.39	\$ 3,832.61		\$ 4,124.00	\$ 453.94
192	207115018002	GARY A & BARBARA A BARTELS	7481	CONCORD BLVD E		\$ 161.37			\$ 161.37	\$ 458.70
193	200110002050	MARC SANDLER	7525	DEHRER CT	\$ 8,250.25	\$ 1,707.49	\$ 8,250.25		\$ 9,957.74	
194	200110003050	ADAM WALLACE	7535	DEHRER CT	\$ 8,776.86	\$ 1,980.01	\$ 8,776.86		\$ 10,756.87	
195	200110004050	JAMES M & PAITI JO G HAYES	7545	DEHRER CT		\$ 2,639.56			\$ 2,639.56	\$ 887.11
196	208860001001	ANDREW & DIANE VOGELGESANG	4046	75TH ST E		\$ 1,983.15	\$ 3,832.61		\$ 5,815.76	
197	208860002001	ADAM W SERRES	4030	75TH ST E		\$ 1,983.15	\$ 3,832.61		\$ 5,815.76	
198	208860003101	EILEEN E STENGEL	7530	DAWN AVE E		\$ 3,286.65	\$ 3,832.61		\$ 7,119.26	
199	207116301004	JOSE ANTONIO MICHACA LARA	3766	77TH ST E		\$ -	\$ 3,832.61		\$ 3,832.61	
200	207116302004	SAFWAT KHALIL	3782	77TH ST E		\$ -	\$ 3,832.61		\$ 3,832.61	
201	207116331004	ROBIN S HAGUE	3783	78TH ST E		\$ -	\$ 3,832.61		\$ 3,832.61	
202	207116332004	GLEN L DOWE	3767	78TH ST E		\$ -	\$ 3,832.61		\$ 3,832.61	
203	203652102002	JEFFREY P MUENCH	3772	78TH ST E		\$ -	\$ 3,832.61		\$ 3,832.61	
204	203652103002	DAVID J & NICOLE K SMITH	3754	78TH ST E		\$ -	\$ 3,832.61		\$ 3,832.61	
205	201170005001	BENEFICIAL LOAN & THRIFT CO	4035	78TH ST E		\$ 1,394.61	\$ 3,832.61		\$ 5,227.22	
206	201170006001	CHARLES & STEPHANIE DORSHER	4055	78TH ST E		\$ 1,477.34	\$ 3,832.61		\$ 5,309.95	
207	201170101101	ANTHONY BRINKMAN	4075	78TH ST E		\$ 11,707.12	\$ 3,832.61		\$ 15,539.73	
208	201170102101	MERRY LYNN BUSHEY	4085	78TH ST E		\$ 7,517.23	\$ 3,832.61		\$ 11,349.84	
209	203652112002	MATTHEW P HILSGEN	7949	COOPER AVE E		\$ 353.50			\$ 353.50	
210	207116315003	MICHAEL A COLETTE KASPER	3724	77TH ST E		\$ -	\$ 3,832.61		\$ 3,832.61	
TOTALS \$ 30,719.01 \$ 526,036.62 \$ 496,103.36 \$ 508,752.51 \$ 1,530,892.49 \$ 163,578.67										

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

**RESOLUTION ORDERING IMPROVEMENTS, APPROVING THE PLANS AND SPECIFICATIONS,
AND AUTHORIZING ADVERTISEMENT FOR BIDS FOR THE 2010 PAVEMENT MANAGEMENT
PROGRAM, CITY PROJECT NO. 2010-09D – URBAN STREET RECONSTRUCTION PROJECT
(SOUTH GROVE AREA 5)**

RESOLUTION NO. _____

WHEREAS, a resolution passed by the City Council on the 11th day of January 2010 called for a public hearing on the proposed improvement project, 2009 Pavement Management Program, City Project No. 2010-09D – Urban Street Reconstruction Project (South Grove Area 5); and

WHEREAS, published notice was given pursuant to Minnesota Statute 429.031, and the hearing was held thereon on the 22nd day of February 2010, at which time all persons desiring to be heard were given an opportunity to be heard thereon.

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

1. Such improvement is hereby ordered as proposed in this Council resolution adopted February 22, 2010.
2. The plans and specifications of City Project No. 2010-09D are hereby approved.
3. The Public Works Director is hereby authorized to advertise for bids with respect to City Project No. 2010-09D.
4. The City Attorney is authorized to acquire the necessary easements.
5. The contract for these improvements shall be let no later than two years after the adoption of this resolution.

Adopted by the City Council of Inver Grove Heights this 22nd day of February 2010.

AYES:

NAYS:

George Tourville, Mayor

ATTEST

Melissa Rheaume, Deputy Clerk

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

CONDUCT PUBLIC HEARING TO CONSIDER APPLICATION OF J&J VOGT, INC. dba GOLD PALACE LIQUOR FOR OFF-SALE LIQUOR LICENSE AT 1330 MENDOTA ROAD

Meeting Date: February 22, 2010
 Item Type: Public Hearing
 Contact: 651.450.2513
 Prepared by: Melissa Rheaume
 Reviewed by: N/A

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED:

Conduct a public hearing to consider the application of J&J Vogt, Inc. dba Gold Palace Liquor for an Off-Sale Liquor License for premises located at 1330 Mendota Road.

SUMMARY:

Mr. John Vogt, President of J&J Vogt, Inc. has submitted an application for an Off-Sale Liquor License for the premises located at 1330 Mendota Road. The applicant is in the process of purchasing the business from the current owner, Kia Lee. Mr. Vogt intends to take over business operations on March 1, 2010. The applicant has paid the fees as required by City Code and has provided proof of liquor liability insurance. The Police Department conducted a background investigation and found no basis for denial of the application. If approved, the license period would be from March 1, 2010 – December 31, 2010 and the license would be considered for renewal in 2011 by the Council at the same time as all other licensees in the City.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

CONDUCT PUBLIC HEARING TO CONSIDER APPLICATION FOR A 3.2 OFF-SALE LIQUOR LICENSE – BPL, LLC dba Oasis Market

Meeting Date: February 22, 2010
 Item Type: Public Hearing
 Contact: 651.450.2513
 Prepared by: Melissa Rheaume
 Reviewed by: N/A

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED:

Conduct a public hearing to consider the application of BPL, LLC dba Oasis Market for a 3.2 Off-Sale Liquor License for premises located at 3240 57th St. E.

SUMMARY:

Mr. Sharat Ganta of BPL, LLC has submitted an application for a 3.2 Off-Sale Liquor License for the premises located at 3240 57th St. E. The applicant is in the process of purchasing Oasis Market and intends to open on March 1, 2010. The applicant has paid the fees as required by City Code and has provided proof of liquor liability insurance. The Police Department conducted a background investigation and found no basis for denial of the application. If approved, the license period would be from March 1, 2010 – December 31, 2010 and the license would be considered for renewal in 2011 by the Council at the same time as all other licensees in the City.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

WADE AND JESSICA SHORT – CASE NO. 10-02V

Meeting Date: February 22, 2010
 Item Type: Regular
 Contact: Heather Botten 651.450.2569
 Prepared by:  Heather Botten, Associate Planner
 Reviewed by: Planning

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"/>	Other

PURPOSE/ACTION REQUESTED

Consider a **Variance** to eliminate screening of rooftop mechanical equipment on a new commercial building for property located at 9332 Cahill Avenue

- Requires a 3/5ths vote.
- 60-day deadline: March 20, 2010 (first 60 days)

SUMMARY

The applicants' received approval for the construction of a dance studio in 2008. The building is now constructed and the applicants are asking for a variance to eliminate the rooftop screening of the mechanical units. City Code requires all rooftop mechanical equipment to be screened from public view. Additionally, rooftop screening was a condition of the approved resolution for site development. The approved building plans also show the required rooftop screening.

The applicants stated the rooftop units would not be visible from Cahill Avenue when leaves are on the trees. Unfortunately, City Code does not give leeway for the seasons of the year. Furthermore, once the lots to the north and south of the property develop, trees will be removed making the rooftop units even more visible. Along Hwy 52 the rooftop units are visible and noticeable. The applicants feel screening the rooftop units from Hwy 52 would not accomplish anything. Staff disagrees with this statement and feels the screening of the rooftop units would meet the intent of the code and would be consistent with the other newer construction in the Arbor Pointe development, which is also visible from Hwy 52.

RECOMMENDATIONS

Planning Staff: The property does not have any special conditions that make it unique and the applicant is not being denied reasonable use of the property. The applicants' were aware of the condition at the time of site plan approval. Approving the variance could set a precedent for future developments and the requirement of rooftop screening. Staff believes that the variance criterion has not been met and therefore recommends **denial** of the variance as presented.

Planning Commission: Recommended **denial** of the request at their February 16, 2010 meeting (9-0).

Attachments: Denial resolution
 Planning Commission recommendation
 Planning staff report

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

RESOLUTION NO. _____

**RESOLUTION DENYING A VARIANCE TO ELIMINATE THE SCREENING OF
ROOFTOP MECHANICAL EQUIPMENT**

CASE NO. 10-02V

Short

WHEREAS, an application for a Variance has been submitted for the property located at 9332 Cahill Avenue and legally described as:

**LOT 2, BLOCK 1, SHORT PROPERTIES, DAKOTA COUNTY,
MINNESOTA**

WHEREAS, an application has been received for a Variance to eliminate the required screening of rooftop mechanical equipment on a new commercial building;

WHEREAS, the afore described property is zoned B-3, General Business;

WHEREAS, the City of Inver Grove Heights Planning Commission reviewed the request on February 16, 2010 in accordance with City Code Title 10, Chapter 3, Section 10-3-4;

WHEREAS, a Variance may be granted by the City Council from the strict application of the provisions of the Zoning Code (City Code Title 10) and conditions and safeguards imposed in the variance so granted where practical difficulties or particular hardships result from carrying out the strict letter of the regulations of the Zoning Code, as per City Code, Title 10, Chapter 3, Section 10-3-4;

WHEREAS, a hardship was not found to exist. The property does not have any special conditions that make it unique and the applicant is not being denied reasonable use of the property.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS, that the requested Variance to eliminate the screening of rooftop mechanical equipment is hereby denied based on the following findings of fact:

1. Denying the variance request does not preclude the applicant from reasonable use of the property.
2. Economic considerations alone do not constitute an undue hardship; the request lacks any hardship unique to the property.
3. Approval of the variance could set a precedent for future developments regarding the required screening of rooftop and ground mounted mechanical units.
4. The variance request is out of convenience to the applicant as it is financially cheaper to not screen the mechanical units.
5. Other newer construction in the area (Ruby Tuesday, A&W, Tractor Supply, Walgreens, Walmart) were required to screen their mechanical equipment.

BE IT FURTHER RESOLVED that all rooftop equipment located at 9332 Cahill Avenue shall be screened within three (3) months of Council action.

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 22nd day of February 2010.

George Tourville, Mayor

Ayes:

Nays:

ATTEST:

Melissa Rheaume, Deputy Clerk

**RECOMMENDATION TO
CITY OF INVER GROVE HEIGHTS**

TO: Mayor and City Council of Inver Grove Heights
FROM: Planning Commission
DATE: February 16, 2010
SUBJECT: **WADE AND JESSICA SHORT – CASE NO. 10-02V**

Presentation of Request

Commissioner Simon read the public hearing notice to consider the request for a variance to eliminate the screening of the rooftop mechanical units on a commercial building, for the property located at 9332 Cahill Avenue. 4 notices were mailed.

Opening of Public Hearing

Allan Hunting, City Planner, explained the request as detailed in the report. He advised that the request is to vary from the City Code requirement that all rooftop mechanical units be screened from public view. Mr. Hunting stated one of the conditions of approval for the Short Dance Studio is that the rooftop equipment be screened. He stated that currently the rooftop mechanical units are visible from Cahill from both the south and the north, as well as from the highway. He stated all the other commercial buildings in Arbor Pointe, with one exception, have screened rooftop mechanical units. Staff feels that economic considerations appear to be the basis for the request. Staff feels the variance criterion has not been met and therefore they recommend denial of the request with the condition and rationale as listed in Alternative B of the staff report.

Mr. Hunting noted that although the applicant was not present tonight, staff still recommended taking action in order to avoid delaying the application.

Chair Bartholomew asked staff for details of the building in Arbor Pointe with exposed rooftop mechanical units.

Mr. Hunting advised that one of the retail buildings by Rainbow appeared to be missing screening. He stated he was unsure of the history of that building, but advised that the Code clearly states that screening is required.

Opening of Public Hearing

There was no public testimony.

Planning Commission Discussion

Commissioner Koch asked if the City Code specified what type of screening was required, to which Mr. Hunting replied it did not; it was left up to the applicant to determine.

Commissioner Koch asked for clarification that economic hardship might be the basis for the variance, to which Mr. Hunting replied that staff believed it was a portion of the applicant's rationale, however, economic considerations are not a viable hardship.

Commissioner Wippermann stated he was opposed to granting a variance as it would set a

negative precedent. He added that development of the properties to the north and south would make the rooftop mechanicals even more noticeable.

Commissioner Simon stated she was opposed to the request as well. She advised that at the time of plat approval the applicants specifically stated to the Planning Commission that they understood and agreed with the conditions of approval, including the requirement for rooftop mechanical screening.

Chair Bartholomew stated there was no hardship and he did not support the request.

Planning Commission Recommendation

Motion by Commissioner Wippermann, second by Commissioner Simon, to deny the request for a variance to eliminate the screening of the rooftop mechanical units on a commercial building for the property located at 9332 Cahill Avenue, based on the rationale as listed in Alternative B and the one condition listed in the staff report.

Motion carried (9/0). This item goes to the City Council on February 22, 2010.

PLANNING REPORT CITY OF INVER GROVE HEIGHTS

REPORT DATE: February 11, 2010 **CASE NO:** 10-02V

HEARING DATE: February 16, 2010

APPLICANT/PROPERTY OWNER: Wade and Jessica Short

REQUEST: A variance to eliminate the screening of the rooftop mechanical units

LOCATION: 9332 Cahill Avenue

COMPREHENSIVE PLAN: CC, Community Commercial

ZONING: B-3, General Business

REVIEWING DIVISIONS: Planning

PREPARED BY:  Heather Botten
Associate Planner

BACKGROUND

The applicants' received approval for the construction of a dance studio in 2008. The building is now constructed and the applicants are asking for a variance to eliminate the rooftop screening of the mechanical units. City Code requires all rooftop mechanical equipment to be screened from public view. Additionally, rooftop screening was a condition of the approved resolution for site development. The approved building plans also showed the required rooftop screening.

Along Cahill Avenue the rooftop mechanical units are more visible heading northbound. The applicants stated the rooftop units would not be visible from Cahill when leaves are on the trees. Unfortunately, the code does not give leeway for the seasons of the year. Along Hwy 52, which includes the off ramp heading northbound from 52 to Concord, the rooftop units are visible and noticeable. The applicants feel screening the rooftop units from Hwy 52 would not accomplish anything. Staff disagrees with this statement and feels the screening of the rooftop units would meet the intent of the code and would be consistent with the other newer construction in the Arbor Pointe development, which is also visible from Hwy 52.

SPECIFIC REQUEST

Title 10-15-9E requires all rooftop and ground mounted mechanical equipment for nonresidential and R-3C districts shall be screened one hundred percent (100%) from view of the public.

The applicants are requesting a **Variance** to eliminate the screening of the rooftop mechanical units located on their commercial building.

EVALUATION OF REQUEST:

Surrounding Uses: The subject site is surrounded by the following uses:

North, South and East – Single Family Residential, zoned A; guided CC, Community Commercial

West - Retail, zoned B-3; guided Community Commercial

Variance:

As indicated earlier, the applicant is requesting a variance to eliminate the screening of the mechanical units on the roof of their building. Title 10, Chapter 3, Section 10-3-4D of the City Code, states that the City Council may grant variances in instances where practical difficulties exist or where a hardship would be imposed upon the property owner if the code were strictly enforced. In order to grant the requested variances, the City Code identifies several criteria which are to be considered. The applicant's request is reviewed below against those criteria.

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

The general intent of this standard is to limit the precedent that could be set if the variance was granted. The property does not have any special conditions that make it unique. The applicant is not being denied reasonable use of their property. Other recent developments in the area were required to screen their rooftop units from view.

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

The application is not contrary to the Comprehensive Plan as the future land use is community commercial and the land is in the process of being developed as a commercial use.

The screening of rooftop and ground mounted mechanical equipment is required as part of the code, therefore the variance request is contrary to the intent of the Zoning Code.

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

There is no hardship relating to the request as the property owner is not being prevented from reasonable commercial use of their property. The applicants' were aware of the condition at the time of site plan approval. Approving the variance could set a precedent for future developments and the requirement of rooftop screening.

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

Economic considerations do appear to be a basis for this request, as adding the rooftop screening will cost the property owners money.

ALTERNATIVES

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

- A. Approval.** If the Planning Commission favors the requested Variance to eliminate the screening around the rooftop mechanical equipment the Commission should recommend approval of the request with a hardship.

Hardship: A hardship must be stated if approval of the variance is recommended.

B. Denial If the Planning Commission does not favor the proposed application, the above request should be recommended for denial which could be based on the following rationale:

1. Denying the variance request does not preclude the applicant from reasonable use of the property.
2. The request lacks any hardship unique to the property.
3. Approval of the variance could set a precedent for future developments and the required screening of rooftop and ground mounted mechanical units.
4. The variance request is out of convenience to the applicant as it is financially cheaper to not screen the mechanical units.
5. Other newer construction in the area (Ruby Tuesday, A&W, Tractor Supply, Walgreens, Walmart) were required to screen their mechanical equipment.

With at least the following condition:

1. All rooftop equipment shall be screened.

RECOMMENDATION

Staff believes that the variance criterion has not been met and, therefore, recommends denial of the variance as presented with the condition and rationale listed in Alternative B.

Attachments: Exhibit A – Location/Zoning Map
Exhibit B – Applicant narrative
Exhibit C – Example of rooftop screening
Exhibit D – Copy of approved roof plans for the dance studio



Short Case No. 09-37VAC

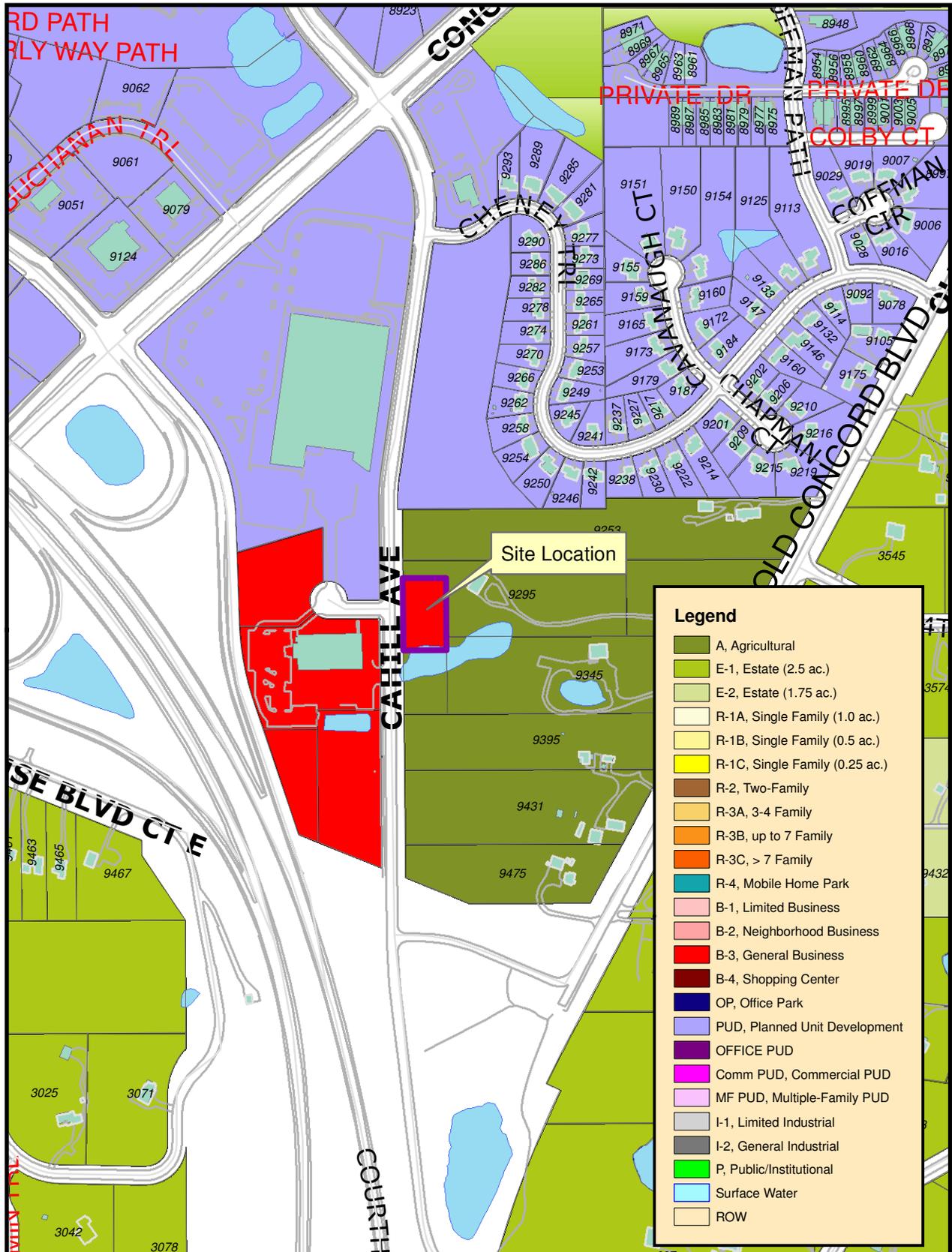
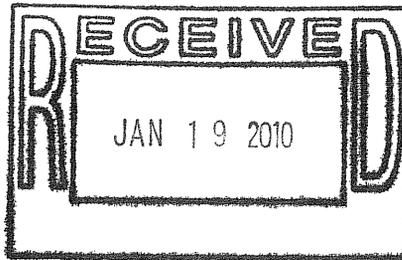


Exhibit A
Zoning Map

Short Dance Studios Inc.

City of Inver Grove Heights
Attn: Alan Hunting
8150 Barbara Avenue
Inver Grove Heights, MN 55077



January 14th, 2010

Re: **Short Dance Studios**
9332 Cahill Avenue
Inver Grove Heights, MN

Dear Alan:

We are writing to request a variance to eliminate the screening of the rooftop units at the new Short Dance Studios facility located at 9332 Cahill Avenue.

When driving south on Cahill Avenue none of the four rooftop units are visible from the street. When driving north on Cahill Avenue, none of the four rooftop units are visible when there are leaves on the trees. In the winter months, we agree that you can see the top 2' of one of the four rooftop units.

Our new facility is also visible from Highway 52/55. While we agree the rooftop units are visible, we do not believe screening them will accomplish anything. Our rooftop units are not placed staggered across the roof; rather we have placed them in a straight line from west to east. Since the view from Highway 52/55 is from such a great distance, we feel providing a screen will only change the color of the objects being viewed.

We request a meeting with you at the site to further discuss this matter. Please contact us at your earliest convenience to set-up a date and time to meet. 651-492-6549.

Thank you,

Wade & Jessica Short
Short Dance Studios Inc.
shortdance@qwestoffice.net

6415 Cahill Ave.
Inver Grove Heights, MN 55076
651-552-9778

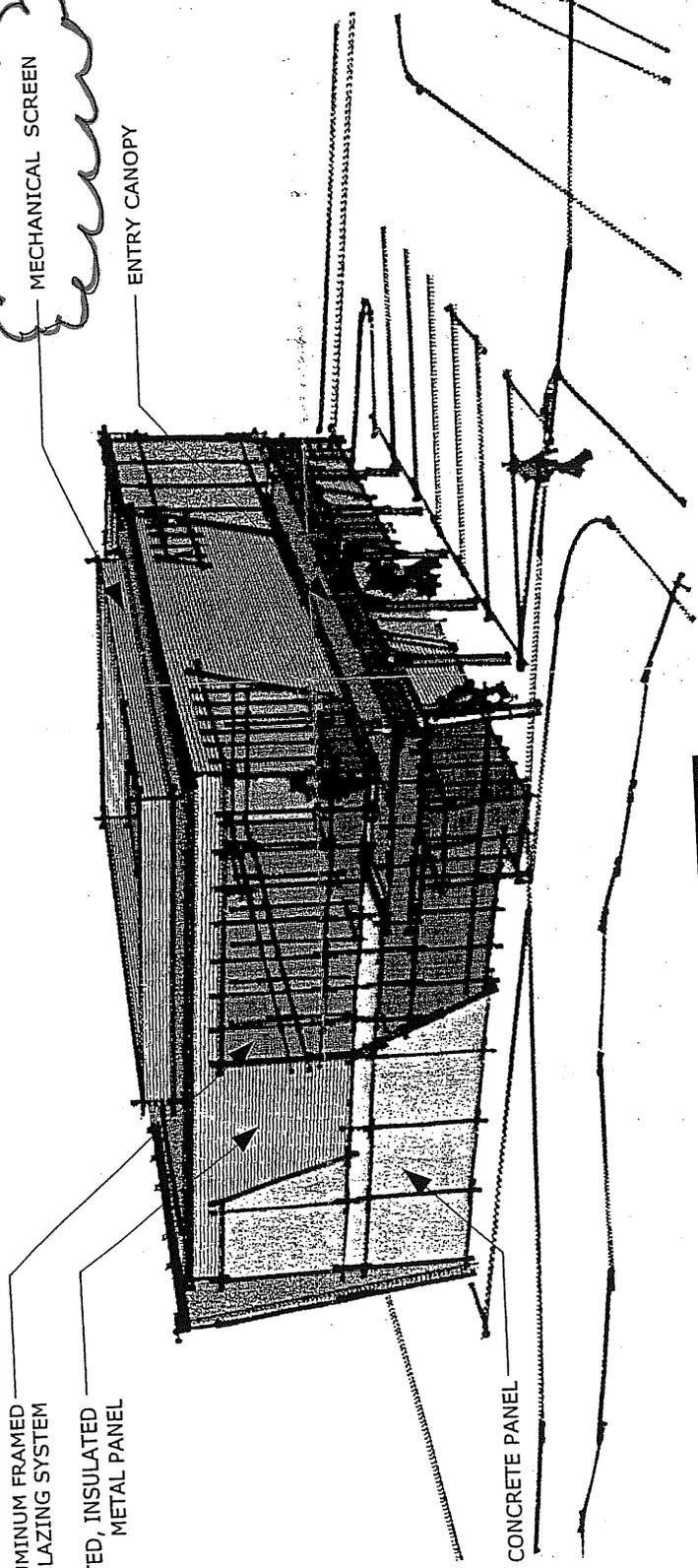
152 E. 4th St.
New Richmond, WI 54017
715-246-2300

Exhibit B

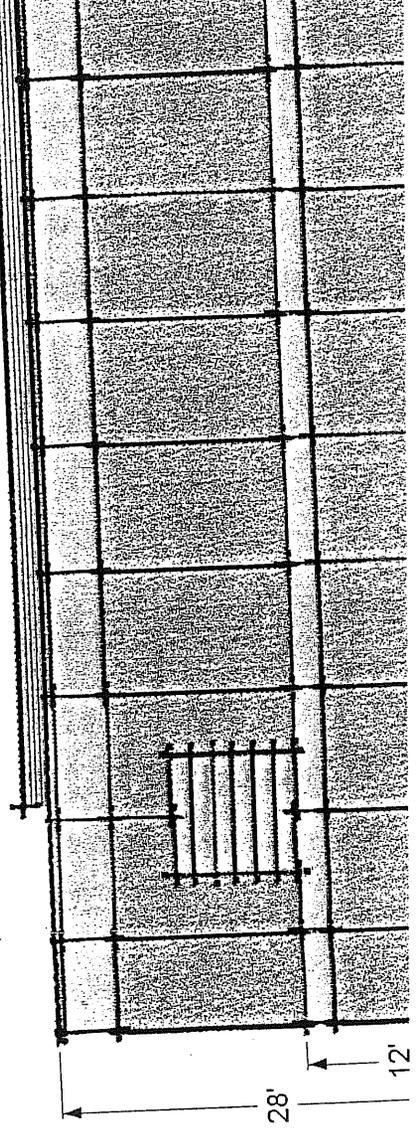
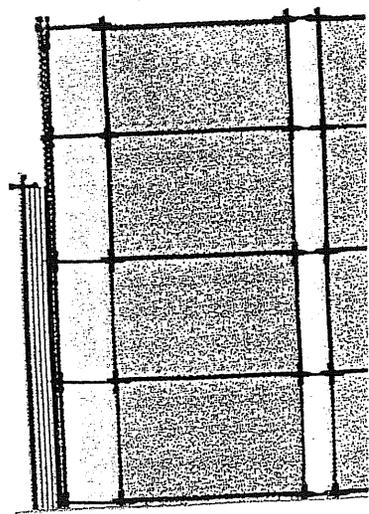
MECHANICAL SCREEN
ENTRY CANOPY

ALUMINUM FRAMED
GLAZING SYSTEM
CORRUGATED, INSULATED
METAL PANEL

PRECAST CONCRETE PANEL



PERSPECTIVE
NOT TO SCALE



Elevation taken from plans dated 6/16/08
Krech, O'Brien, Mueller, & Assoc.

Exhibit 'C'
Example of rooftop
screening

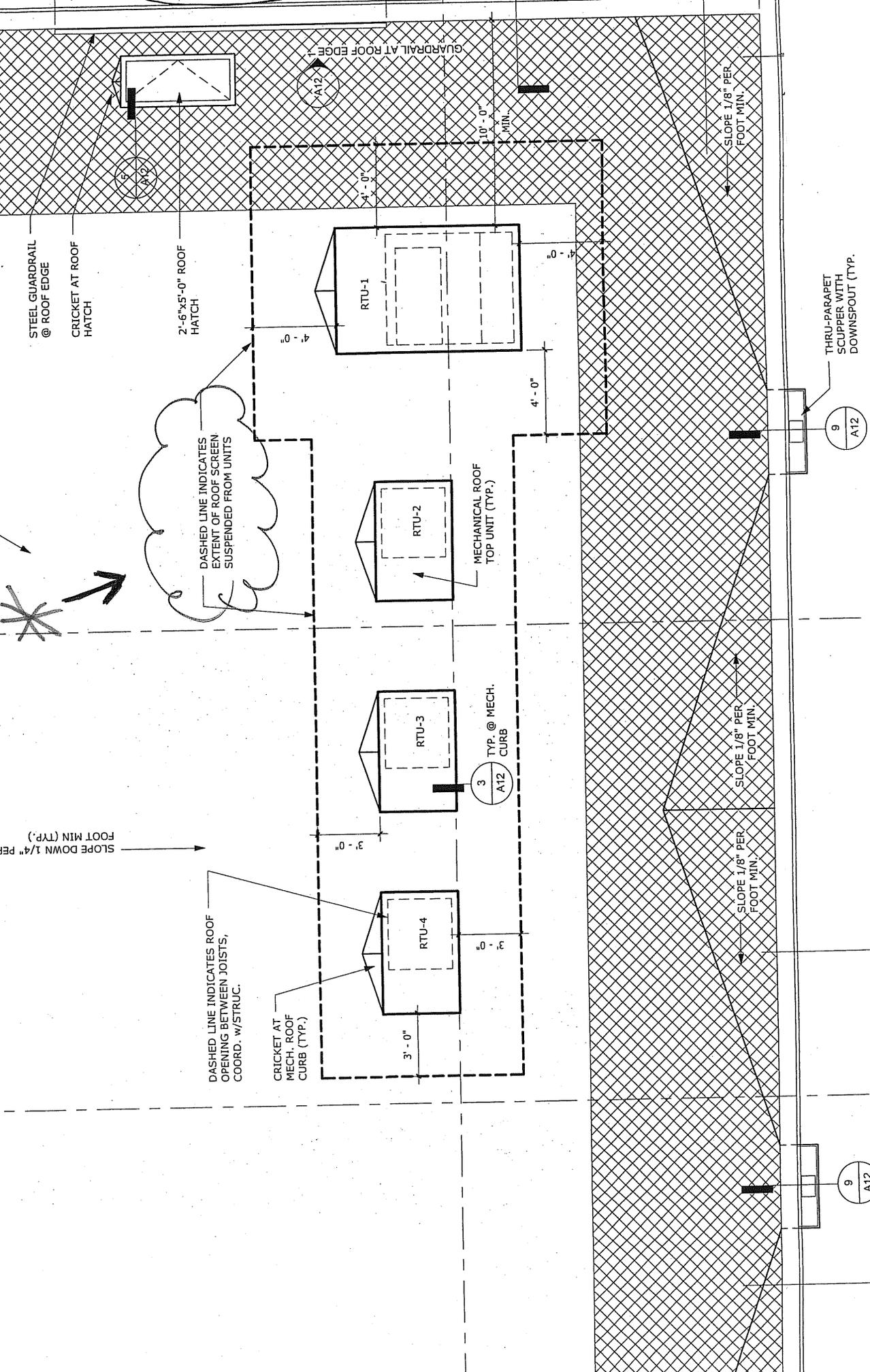


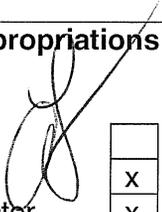
Exhibit 'D'
 Copy of the roof plans for
 The Dance Studio on file with
 the Inspections Department.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Approve Carryover of Unused Budget Appropriations and Approve Transfers

Meeting Date: February 22, 2010
 Item Type: Regular
 Contact: Ann Lanoue 651-450-2517
 Prepared by: Ann Lanoue, Finance Director
 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

Approve the Carryover of Unused Budget Appropriations from the 2009 Budget to 2010 and Approve Transfers and Budget amendments effective 12/31/09.

SUMMARY

Appropriations for the 2009 Budget expired as of December 31, 2009. As in past years some items were not completed in 2009 and we are requesting carryover of unused 2009 appropriations to the 2010 Budget. They are:

- Police - \$8,200 for Evidence Tracking Software ordered in 2009 not received until January 2010
- Fire - \$19,500 – for computers for the fire vehicles
- Fire - \$16,500 – for new garage doors and openers
- Fire - \$5,700 – for rail system for the hose tower
- Fire - \$4,600 – for a new defibrillator and training defibrillator ordered in 2009 but not received at year end
- Fire - \$1,500 – for instructor for officer training originally scheduled for 2009, but will not be done until 2010
- Community Center Fund - \$14,375 – for a floor scrubber for the VMCC ordered in 2009 but not received until 2010
- Sewer Utility - \$48,000 – for replacement of the automatic control system at Forest Haven Lift Station and cast in place pipe sewer lining/repair at several locations in the city
- Central Equipment Fund - \$72,000 – for replacement Hot Water Pressure Washer and new Oil Trap Waste Separation System and installation of four Varitech Anti-Icing Systems

We are requesting General Fund transfers and budget amendments effective December 31, 2009 as follows:

- Streets - \$101,300 to Projects 2009-12 – 2009-18 for Storm Water Facility Maintenance Program in Zones 1-7 (Funding for these seven projects was to come from the General Fund per Council action when the projects were approved on September 14, 2009)
- Community Development - \$150,000 to Project 9811 Doffing Avenue Acquisitions (\$150,000 was contributed to the General Fund from the Host Community Fund for this purpose)

In addition, we are requesting the following transfer effective December 31, 2009:

- Host Community Fund - \$385,000 to fund the deficit in the Community Center Fund for 2009. (\$504,400 was budgeted for this transfer in the 2009 budget)

The General Fund prior to these carryovers and transfers has a surplus of \$458,089. This is very good considering that the 2009 amended budget had a contribution from fund balance of \$516,300 from the original budget and from carryovers from the 2008 budget. In addition, the Governor unallotted \$510,860 in Market Value Homestead Credit in July 2009. In preparation for the possibility of unallotment of Market Value Homestead Credit, the Council had determined that we would transfer \$500,000 from the Closed Bond Fund to cover this loss. This surplus was achieved without making this transfer.

There is also good news for the Community Center Fund. The 2009 budget had a transfer of \$504,400 from the Host Community Fund to cover the expected deficit in this fund at year end. We will only need to transfer \$385,000 which is \$119,400 less than budgeted.

Each department was asked to submit their requests for carryovers and transfers. Copies of the requests from departments are attached to this memo.

Also attached to this summary is the resolution for these actions and preliminary budget to actual schedules for the General Fund, Community Center Fund, Sewer Operating Fund and Central Equipment Fund prior to these transactions.

RECOMMENDATION

I recommend approval of the attached resolution.

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

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING AND DIRECTING THE CARRYOVER OF 2009
BUDGET APPROPRIATIONS BY AMENDING THE 2010 BUDGET AND
APPROVING 2009 TRANSFERS AND BUDGET AMENDMENTS**

WHEREAS, there are a number of items that were appropriated for in the 2009 Budget which were not accomplished during the fiscal year, and

WHEREAS, it is desirable that these items be accomplished during 2010 and there needs to be budget appropriations in the 2010 Budgets for these items, and

WHEREAS, there are transfers and budget amendments which need to be approved for the 2009 Budgets.

NOW, THEREFORE BE IT RESOLVED, BY THE CITY OF INVER GROVE HEIGHTS: that the 2010 Budgets are hereby amended as follows:

General Fund:

Police	101-4000-421.80-80	Increase \$	8,200
Fire	101-4200-423.80-61	Increase	19,500
Fire	101-4200-423.40-40	Increase	16,500
Fire	101-4200-423.80-20	Increase	5,700
Fire	101-4200-423.60-65	Increase	4,600
Fire	101-4200-423.50-65	Increase	1,500
Contribution from Fund Balance	101-0000-399.10-00	Increase	56,000
Community Center Fund Contribution from Fund Balance	505-6200-453.80-80	Increase	14,375
	505-0000-399.10-00	Increase	14,375
Sewer Utility Fund Contribution from Retained Earnings	502-7200-514.40-43	Increase	48,000
	502-0000-399.20-00	Increase	48,000
Central Equipment Fund Contribution from Retained Earnings	603-5300-444.80-80	Increase	72,000
	603-0000-399.20-00	Increase	72,000

BE IT FURTHER RESOLVED, that the following General Fund transfers and budget amendments are authorized effective December 31, 2009:

From: General Fund	101-9200-590.91-10	\$251,300
To: 2005 Local Improvement Construction Fund	425-0000-391.10-00	150,000

To: 2009 Local Improvement
Construction Fund 429-0000-391.10-00 101,300

AND, BE IT FURTHER RESOLVED, that the following transfer is authorized effective December 31, 2009:

From: Host Community Fund 451-9200-590.91-10 385,000
To: Community Center Fund 505-0000-391.10-00 385,000

Adopted by the City of Inver Grove Heights this 22nd day of February 2010.

Ayes:

Nays:

George Tourville, Mayor

ATTEST:

Melissa Rheaume, Deputy Clerk

Ann Lanoue

From: Charles Kleckner
Sent: Wednesday, February 03, 2010 9:09 AM
To: Ann Lanoue
Subject: Carry-over

Ann, I had put a reminder on my calendar in reference to a carry-over from 2009. It was \$8,200. that we had budgeted for Evidence Tracking Software (80-80). Chuck

TO: Ann Lanoue, Finance Director
FROM: Judy Thill, Fire Chief
SUBJECT: Budget Rollover 2009 - 2010
DATE: February 17, 2010

I would like to rollover 2009 Fire Department funds to 2010 in the following accounts:

- | | | |
|---------|--|------------|
| 80-61 | Computer Hardware | \$19,500 ✓ |
| - | This money was budgeted for computers for the fire vehicles. In getting the computers, two new software programs have to be implemented and learned. Knowing our Sr. Support professional was retiring, we chose not to train her in the new software and wait for the replacement. The replacement did not start until September. It was decided to concentrate her training on vital job functions and put off learning the new software until 2010. The replacement has been trained in one software program and is scheduled for the second, so this money will still be used to purchase computers for the fire vehicles. | |
| 40-40 | Repair and Maintenance Buildings | \$16,500 ✓ |
| - | This money is for new garage doors and openers. It was decided, before putting money into new doors and openers, to conduct an energy audit of the fire station to see what our needs really are. The audit is scheduled to be conducted in the first quarter of 2010. | |
| 80-20 | Buildings | \$5,700 |
| - | This money was miscoded in the Capital budget for a rail system required by OSHA in our hose tower. It should have been in 40-40. The rail system still needs to be installed. These funds should be transferred into 40-40 for 2010 so it gets coded properly. | |
| 60-65 | Supplies Other | \$ 4,600 |
| - | This money is for a new defibrillator and training defibrillator that was ordered in 2009 but not yet received | |
| 50-65 ✓ | Travel | \$1,500 ✓ |
| - | This money actually is for an instructor for officer training that was scheduled to come to IGH on 2009 but will not be here until 2010. | |

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

Ann Lanoue

From: Eric Carlson
Sent: Friday, January 22, 2010 7:23 AM
To: Ann Lanoue; Cathy Shea
Cc: Teri O'Connor; Michael Sheggeby
Subject: 2009 Carry Forward

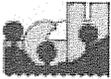
Ann\Cathy

At the end of 2009 the Council approved the purchase of a floor scrubbing unit for the VMCC....it arrived in 2010....we will need to carry the money from 2009 to 2010.....\$13,450 + tax

= 14,375

Thanks!

Eric



Eric Carlson

Parks & Recreation Director

City of Inver Grove Heights

ecarlson@ci.inver-grove-heights.mn.us

8055 Barbara Ave

Inver Grove Heights, MN 55077

Phone: 651.450.2587

Cell: 763.350.8850

"Discover the Opportunities"

City of Inver Grove Heights

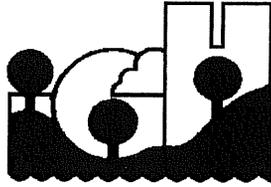
www.ci.inver-grove-heights.mn.us

Inver Wood Golf Course

www.inverwood.org

Veterans Memorial Community Center

www.funatthegrove.com



City of Inver Grove Heights
UTILITY DIVISION

MEMORANDUM

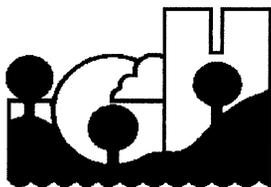
TO : Scott Thureen
FROM : Jim Sweeney
SUBJECT : **Budget Account Carryover 2009-2010**
DATE : January 19, 2010

We would like to carryover funds in the Sewer Utility Fund Budget from 2009 to 2010. These funds will be used for replacement of the automatic control system at the Forest Haven Lift Station (\$15,000), and cast in place pipe sewer lining/repair at several locations in the City (\$33,000).

The account number for these funds is listed below.

502-7200-514-40-43 Repair & Maintenance Utilities - \$ 48,000.00

Thanks, Jim



City of Inver Grove Heights
Streets/Central Equipment

MEMORANDUM

TO : Scott Thureen
FROM : Barry Underdahl
SUBJECT : Budget Carryover
DATE : January 29, 2010

Fund 603 Central Equipment

A replacement Hot Water Pressure Washer and a new Oil Trap Waste Separation System was discussed and placed in the budget for 2009. These items were not purchased but the need remains. An estimated cost of \$7,000.00 for the pressure washer and \$50,000.00 for a wash water treatment system was included in the 2009 budget.

I would like to request and recommend the unspent budget balance of line item 603-5300-444.80-80 be carried over and made available for expenditure in 2010 for the installation of a wash water treatment system and the replacement of the hot water pressure washer system in the Public Works Maintenance Building.

With the success of the four new Varitech anti-icing systems installed on our Tandem Axle Plow Trucks for this winter season, I propose the installation of the same systems on our remaining four Single Axle Plow Trucks. This equipment will allow a more precise application of salt with better results using less material. With these systems more salt stays in the driving lane and less salt finds its way to the shoulders, boulevards and ditches.

I would like to request and recommend \$15,000.00 of the unspent budget balance in line item 603-5300-444.80-80 for 2009 be carried over and made available for expenditure in 2010 for the installation of four Varitech Anti-icing Systems.

MEMO

CITY OF INVER GROVE HEIGHTS

TO: Ann Lanoue, Director of Finance

FROM: Thomas J. Link, Director of Community Development 

DATE: February 17, 2010

SUBJECT: 2009 Budget - Carryover

I hereby request that the following unused funds from the 2009 budget be carried over to 2010:

- Community Development – Capital Outlay – Land (3000-101-419-80-10) \$150,000: These funds are budgeted for the acquisition of properties in the Doffing Avenue Area. The program, which began in 1999, will carry through 2010 and into subsequent years. The funds were not used in 2009 because the City was able to use other funds. However, the number of acquisitions is expected to increase in 2010 while the level of grant assistance will drop sharply. Currently, we are negotiating the acquisition of three properties.

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

TJL/kf

City of Inver Grove Heights, Minnesota
Statement of Revenues, Expenditures, and
Changes in Fund Balance - Budget and Actual
General Fund
For the Year Ended December 31, 2009 (Preliminary)

	<u>Budget</u>		Actual Amounts	Variance with Final Budget- Positive (Negative)
	<u>Original</u>	<u>Final</u>		
REVENUES				
General property tax	\$ 14,425,600	\$ 14,425,600	\$ 13,985,899	\$ (439,701)
Intergovernmental revenue	410,900	410,900	443,644	32,744
Licenses and permits	749,300	474,300	635,156	160,856
Charges for services	927,300	927,300	1,001,517	74,217
Fines and forfeits	175,000	175,000	211,425	36,425
Franchise fees	78,200	78,200	84,045	5,845
Rentals	113,000	113,000	208,364	95,364
Donations	-	-	7,369	7,369
Investment income	150,000	150,000	88,890	(61,110)
Miscellaneous	-	-	32,335	32,335
Total revenues	<u>17,029,300</u>	<u>16,754,300</u>	<u>16,698,644</u>	<u>(55,656)</u>
EXPENDITURES				
Current:				
General government	1,948,700	1,874,200	1,963,054	(88,854)
Public safety	7,299,700	7,332,100	7,050,714	281,386
Public works	3,790,800	3,802,200	3,225,255	576,945
Recreation	1,583,900	1,559,100	1,530,083	29,017
Community development	1,368,300	1,275,800	1,224,413	51,387
Contingency	105,000	105,000	-	105,000
Capital outlay	177,700	235,100	51,619	183,481
Total expenditures	<u>16,274,100</u>	<u>16,183,500</u>	<u>15,045,138</u>	<u>1,138,362</u>
Excess of revenue over (under) expenditures	<u>755,200</u>	<u>570,800</u>	<u>1,653,506</u>	<u>1,082,706</u>
OTHER FINANCING (USES) SOURCES				
Transfers in	650,000	650,000	650,000	-
Transfers (out)	(1,768,200)	(1,737,100)	(1,845,417)	(108,317)
Total other financing (uses) sources	<u>(1,118,200)</u>	<u>(1,087,100)</u>	<u>(1,195,417)</u>	<u>(108,317)</u>
Net change in fund balance	<u>\$ (363,000)</u>	<u>\$ (516,300)</u>	458,089	<u>\$ 974,389</u>
Fund balance - beginning			<u>5,382,918</u>	
Fund balance - ending			<u>\$ 5,841,007</u>	

City of Inver Grove Heights, Minnesota
Schedule of Revenues, Expenditures, and
Changes in Fund Balance - Budget and Actual
Community Center Fund
For the Year Ended December 31, 2009 (Preliminary)

	<u>Budget</u>		Actual Amounts	Variance with Final Budget- Positive (Negative)
	<u>Original</u>	<u>Final</u>		
REVENUES				
Charges for services	\$ 2,053,600	\$ 2,053,600	\$ 1,907,977	\$ (145,623)
Rentals	38,400	38,400	38,400	-
Donations	124,000	124,000	184,679	60,679
Investment income	-	-	508	508
Miscellaneous	1,200	1,200	92,703	91,503
Total revenues	<u>2,217,200</u>	<u>2,217,200</u>	<u>2,224,267</u>	<u>7,067</u>
EXPENDITURES				
Current				
Recreation	2,664,600	2,619,600	2,499,940	119,660
Capital outlay	57,000	127,000	157,772	(30,772)
Total expenditures	<u>2,721,600</u>	<u>2,746,600</u>	<u>2,657,712</u>	<u>88,888</u>
Excess of revenue over (under) expenditures	<u>(504,400)</u>	<u>(529,400)</u>	<u>(433,445)</u>	<u>95,955</u>
OTHER FINANCING (USES) SOURCES				
Transfers in:				
Host Community Fund	504,400	504,400	-	(504,400)
City Facilities Fund	-	-	54,345	54,345
Total other financing (uses) sources	<u>504,400</u>	<u>504,400</u>	<u>54,345</u>	<u>(450,055)</u>
Net change in fund balances	<u>\$ -</u>	<u>\$ (25,000)</u>	(379,100)	<u>\$ (354,100)</u>
Fund balances - beginning			<u>9,084</u>	
Fund balances - ending			<u>\$ (370,016)</u>	

City of Inver Grove Heights, Minnesota
Schedule of Revenues, Expenditures, and
Changes in Fund Balance - Budget and Actual
Sewer Operating Fund
For the Year Ended December 31, 2009 (Preliminary)

	<u>Budget</u>		Preliminary Actual Amounts	Variance with Final Budget- Positive (Negative)
	<u>Original</u>	<u>Final</u>		
REVENUES				
Utility Revenues	\$ 2,582,000	\$ 2,582,000	\$ 2,661,939	\$ 79,939
Investment income	150,000	150,000	82,281	(67,719)
Total revenues	<u>2,732,000</u>	<u>2,732,000</u>	<u>2,744,220</u>	<u>12,220</u>
EXPENDITURES				
Current	<u>2,549,400</u>	<u>2,597,400</u>	<u>2,581,747</u>	<u>15,653</u>
Total expenditures	<u>2,549,400</u>	<u>2,597,400</u>	<u>2,581,747</u>	<u>15,653</u>
Excess of revenue over (under) expenditures	<u>182,600</u>	<u>134,600</u>	<u>162,473</u>	<u>27,873</u>
Net change in fund balances	<u>\$ 182,600</u>	<u>\$ 134,600</u>	162,473	<u>\$ 27,873</u>
Unrestricted Net assets - beginning			<u>5,893,382</u>	
Unrestricted Net assets - ending			<u>\$ 6,055,855</u>	

City of Inver Grove Heights, Minnesota
Schedule of Revenues, Expenditures, and
Changes in Fund Balance - Budget and Actual
Central Equipment Fund
For the Year Ended December 31, 2009 (Preliminary)

	<u>Budget</u>		Preliminary Actual Amounts	Variance with Final Budget- Positive (Negative)
	<u>Original</u>	<u>Final</u>		
REVENUES				
Charges for Services	\$ 2,192,300	\$ 2,192,300	\$ 2,192,300	\$ -
Investment income	200,000	200,000	167,833	(32,167)
Miscellaneous	-	-	24,840	24,840
Total revenues	<u>2,392,300</u>	<u>2,392,300</u>	<u>2,384,973</u>	<u>(7,327)</u>
EXPENDITURES				
Current	1,792,800	1,792,800	1,449,917	342,883
Capital outlay	242,300	242,300	118,610	123,690
Total expenditures	<u>2,035,100</u>	<u>2,035,100</u>	<u>1,568,527</u>	<u>466,573</u>
Excess of revenue over (under) expenditures	<u>357,200</u>	<u>357,200</u>	<u>816,446</u>	<u>459,246</u>
Net change in fund balances	<u>\$ 357,200</u>	<u>\$ 357,200</u>	816,446	<u>\$ 459,246</u>
Unrestricted Net assets - beginning			<u>10,391,042</u>	
Unrestricted Net assets - ending			<u>\$ 11,207,488</u>	

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

CONSIDER CHANGE ORDER NO. FIVE FOR CITY PROJECT 2008-18 PUBLIC SAFETY ADDITION/CITY HALL RENOVATION

Meeting Date: February 22, 2010
 Item Type: Regular
 Contact: JTeppen, Asst City Admin
 Prepared by:
 Reviewed by:

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

PURPOSE/ACTION REQUESTED Consider the attached Change Order No. 5 for City Project 2008-18 Public Safety Addition/City Hall Renovation.

SUMMARY As the Council will recall, throughout the length of this project we will be asking the Council to consider any change orders at the second meeting of the month, with a Pay Voucher request from the Contractor on the first meeting of the month with a revised contract amount.

As Council will also recall, the amounts reflected in these Change Orders have already been approved – either by the Council or by staff if the amounts fall under \$15,000. This action item simply formally approves the amounts so that the contract amount can be changed.

This Change Order request comprises fifteen items. The Architect has provided a brief explanation of each of the items:

PR011 Pricing correction from Change Order No. 4. Correction due to error in Change Order No. 4. Proposal was for \$1,514, Change Order 4 incorrectly listed the amount as \$1,540. Credit of \$26 due. -\$26

ASI 018 Hollow metal frame modifications at bullet proof assemblies. Modifications required to coordinate anchorage and ceiling conditions at bullet resistant frames at police lobby. \$4,459

ASI 038 Change clear glass to spandrel below floor plates. Correction in exterior glass type at some upper level windows. Glass type was incorrectly noted at some panes of those windows. \$3,192

PR 013 Electrical coordination for equipment & security. Addressed a number of electrical coordination issues not addressed by addendum, including electrical hardware coordination with the security and fire alarm systems. \$7,163

PR 022R Coordination of door frames, ceiling heights, and mechanical infrastructure. Below penthouse, where mechanical systems have the least space available due to existing floor to ceiling heights, ceiling and door frame modifications were required to accommodate piping, ductwork, and light fixture clearances. \$5,812

PR 023R Field modifications for PR 023. Field conditions at cantilever beam were different from the detailed condition and required further field modification of steel and masonry to fully execute. \$1,161

PR 024 At police admin open office area, provide acoustical ceiling in lieu of gyp board ceiling. Improves acoustics for work space and coordinates with specified lighting. Gypsum board ceiling was 'left over' from when the design for this area had clerestory windows. -\$406

PR 026 Wall blocking in 2115. Wood blocking to support owner provided furniture. Furniture undetermined at time blocking required, so entire wall was blocked where furniture may be mounted. \$471

PR 027 Plumbing chase in holding cell. Masonry plumbing chase wall added at detention toilet fixture since fixture is located on an outside wall (added to prevent freezing of pipes). \$1,783

PR 028 Closure between top of masonry and steel beams. Revised joint closure detail between steel and masonry infill at building perimeter, based on code official's interpretation of acceptable method. \$7,204

PR 029R Delete spray fireproofing. Re-analysis of building code issues found savings in eliminating fire rated occupancy separations where not required by code. -\$9,853

PR 035 Modify ceiling at Door 2175A. Adjustments to ceiling heights to coordinate with mechanical clearances at existing condition, and door frames. \$607

PR 036 Remedial modifications to accommodate owner requested security electronics. Work progressed during pricing and approval period to a point where selective demolition and reconstruction was required for the requested installation. This PR represents the final costs associated with PR 19 (owner requested security and low-voltage revisions). Work does not duplicate charges shown on PR 19. \$3,626

GCPR 18 GC costs associated with execution of ASI 018. Shaw Lundquist Self performed work associated with ASI 18- modifications of hollow metal door/ window frames. Pricing for self performed work was not included on pricing submittal for ASI 18 (Modifications required to coordinate anchorage and ceiling conditions at bullet resistant frames at police lobby). \$1,138

GCPR 19 Modify elevator cab height. Engineering drawing and fabrication drawing modifications. Coordination of revised interior panels. Required due to existing floor to floor clearance restrictions. \$504

The Contract amount is reflected to increase a total of \$26,835.00 for these fifteen items for a revised contract total of \$11,702,978.00.

Change Orders are financed from the project contingency which started at \$613,601 and is now at \$412,523 with the above changes/amounts.

CHANGE ORDER

OWNER _____
ARCHITECT _____
CONTRACTOR _____
FIELD _____
OTHER _____

AIA DOCUMENT G701

THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES; CONSULTATION WITH AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS COMPLETION OR MODIFICATION. AUTHENTICATION OF THIS ELECTRONICALLY DRAFTED AIA DOCUMENT MAY BE MADE BY USING AIA DOCUMENT D401.

PROJECT:	Inver Grove Heights Public Safety & City Hall Remodel	CHANGE ORDER NO.:	Five (05)
		DATE:	February 23, 2010
TO CONTRACTOR:	Shaw-Lundquist Associates 2757 West Service Road St. Paul, MN 55121	ARCHITECT'S PROJECT #:	1643.01
		CONTRACT DATE:	May 19, 2009
		CONTRACT FOR:	Addition & Remodel

The contract is changed as follows:

	Description	Cost	Days
1.	PR 011 Correction for charge from previous Change Order # 4	-\$26	0
2.	ASI 018 Hollow metal frame modifications at bullet proof assemblies	\$4,459	0
3.	ASI 038 Change clear glass to spandrel glass at lower panels, upper level.	\$3192	0
4.	PR 013 Electrical coordination for equipment and security.	\$7,163	0
5.	PR 022R Coordination of door frames, ceiling heights, and mechanical infrastructure.	\$5812	0
6.	PR 023R Additional costs for field modification	\$1,161	0
7.	PR 024 Change Admin office ceiling from gypsum board to acoustic panels	-\$406	0
8.	PR 026 Provide blocking in walls behind furniture in Records 2115	\$471	0
9.	PR 027 Provide plumbing chase in Holding Cell 1124	\$1,783	0
10.	PR 028 Provide closure between top of masonry and steel beams	\$7,204	0
11.	PR 029R Revise occupancy separations to delete spray applied fireproofing	-\$9,853	0
12.	PR 035 Modify ceiling at Door 2175A	\$607	0
13.	PR 036 Remedial modifications to accommodate owner requested security electronics.	\$3,626	0
14.	GCPR 18 Shaw Lundquist costs for execution of ASI 018	\$1138	0
15.	GCPR 19 Modify elevator cab height	\$504	0

The original (Contract Sum)(Guaranteed Maximum Price) was	\$11,501,900.00
Net change by previously authorized Change Orders	\$174,243.00
The (Contract Sum)(Guaranteed Maximum Price) prior to this Change Order was	\$11,676,143.00
The (Contract Sum)(Guaranteed Maximum Price) will be	\$26,835.00
(increased)(decreased)(unchanged) by this change order in the amount of	
The new (Contract Sum)(Guaranteed Maximum Price) including this Change Order will be	\$11,702,978.00

The Contract time will be (increased)(decreased)(unchanged).

The date of Substantial Completion therefore is (~~increased~~)(~~decreased~~)(unchanged) .

Authorized:

ARCHITECT	CONTRACTOR	OWNER
Boarman Kroos Vogel Group, Inc. Address 222 N. 2nd Street Minneapolis, MN 55401	Shaw-Lundquist & Associates Address 2757 West Service Road St. Paul, MN 55121	City of Inver Grove Heights Address 8150 Barbara Avenue Inver Grove Heights, MN 55077
BY _____	BY _____	BY _____

Ted Redmond, President		
DATE _____	DATE _____	DATE _____

AIA DOCUMENT G701 * CHANGE ORDER * 1987 EDITION * AIA - COPYRIGHT 1987 *
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CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Second Reading of an Ordinance Amending Title 4, Chapter 7 of the City Code relating to Charitable Gambling Requirements

Meeting Date: February 22, 2010
 Item Type: Regular
 Contact: 651.450.2513
 Prepared by: Melissa Rheaume
 Reviewed by: N/A

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED: Consider Second Reading of an Ordinance Amending Title 4, Chapter 7 of the City Code relating to Charitable Gambling Requirements

SUMMARY: The first reading of this Ordinance Amendment was held on February 8, 2010. At that time the City Attorney provided a summary of the changes that were made to the ordinance. No changes to the ordinance were made by the Council at that time. The ordinance is attached for your review.

At the first reading a question was raised by the gambling manager for the St. Paul Park-Newport Lions Club regarding language in Section 4-7-4, Definition of Local Organization. The criteria outlined in the ordinance to qualify as a local organization are used as part of the Priority In Approval Process outlined in Section 4-7-9. Therefore, the referenced criteria would only be used in an instance where two organizations made application for a permit at the same premises. The criteria used to define a Local Organization have no bearing on whether or not a premises permit is approved for an organization if that organization is the only applicant for that particular premises. In the case of the St. Paul-Park Newport Lions Club, because they were the only applicant for their licensed premises the criteria to qualify as a local organization were not applicable to their application.

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

ORDINANCE NO. _____

**AN ORDINANCE AUTHORIZING AND REGULATING THE CONDUCT OF LAWFUL
GAMBLING WITHIN THE CITY OF INVER GROVE HEIGHTS, MINNESOTA AND
AMENDING INVER GROVE HEIGHTS CITY CODE TITLE 4, CHAPTER 7**

The City Council of Inver Grove Heights does hereby ordain:

Section 1. Amendment. Title 4, Chapter 7 of the Inver Grove Heights City Code is hereby amended in its entirety as follows:

~~4-7-1: GAMBLING PERMITTED; COMPLIANCE WITH STATE LAW:~~

~~Lawful gambling conducted within the city pursuant to Minnesota statutes chapter 349 shall be conducted in accordance with Minnesota statutes chapter 349 as it shall be amended from time to time, regulations promulgated by the Minnesota gambling control board (hereafter "board") in accordance with law, this chapter, and all other applicable ordinances of the city. (Ord. 931, 7-13-1998)~~

~~4-7-2: PROVISIONS ARE ADDITIONAL; CONFLICTS:~~

~~The provisions of this chapter are additional restrictions placed on gambling by the city. If this chapter conflicts with any of the laws or regulations referred to in section 4-7-1 of this chapter, the more stringent shall apply. (Ord. 931, 7-13-1998)~~

~~4-7-3: DEFINITIONS:~~

~~The terms used in this chapter that are also defined in Minnesota statutes chapter 349, as that chapter may be amended from time to time, have the meanings assigned in Minnesota statutes chapter 349, unless the text of this chapter expressly provides otherwise. In addition, the following terms shall have the meanings given them:~~

~~**BINGO HALL:** Shall have the same meaning as found in Minnesota statutes chapter 349, as amended from time to time.~~

~~**CITY'S TRADE AREA:** Includes the city of Inver Grove Heights, the city of South St. Paul, the city of Rosemount, the city of Eagan, the city of West St. Paul, the city of Sunfish Lake, and the city of Mendota Heights.~~

~~**CLASS A, CLASS B, CLASS C AND CLASS D PREMISES PERMITS:** Shall have the same meanings as found in Minnesota statutes chapter 349, as amended from time to time. (Ord. 931, 7-13-1998)~~

~~4-7-4: CITY PERMIT AND STATE LICENSING REQUIREMENTS:~~

- ~~A. No person, except an organization which is licensed by the state or has a valid exemption permit from the state, and which also has a permit or approval from the city, shall conduct lawful gambling within the city. Such city permits shall be obtained each time an exemption permit is sought from the board. All permits required by this chapter or state statutes shall be prominently displayed during the permit year at the premises licensed to conduct gambling.~~
- ~~B. 1. Organizations which conduct lawful gambling which are exempt from state gambling licensing requirements may only conduct such gambling within the city upon receipt of a permit from the city.~~
- ~~2. An application for such permit shall be made at least thirty (30) days prior to the date such gambling is to be conducted. The application for such permit shall be on a form prescribed by the city. No permit fee shall be required by the city for lawful gambling which is exempt from state gambling licensing requirements.~~
- ~~3. Within thirty (30) days of filing any reports with the board, the organization shall file a copy of such report(s) with the city. (Ord. 931, 7-13-1998)~~

~~4-7-5: RECORDS AND REPORTS; ACCESS AND INSPECTIONS:~~

- ~~A. Every organization permitted to conduct lawful gambling in the city shall file quarterly, with the city, the following reports, which are due thirty (30) days after the quarter ends:~~
- ~~1. The G-1 monthly tax returns; or~~
 - ~~2. G-1 schedule A.~~
- ~~B. Every organization not exempt from state licensing shall file an additional report with the city proving compliance with the trade area spending requirement imposed by this chapter. Such report shall be on a form prescribed by the city and shall be submitted annually and in advance of application for renewal. The report is due within sixty (60) days after the end of the license year that such proceeds are received by the organization.~~
- ~~C. All licensed or permitted gambling operations are deemed to have consented to inspection of the licensed or permitted premises by the city.~~
- ~~D. Authorized employees or agents of the city may inspect, at any reasonable time without notice or search warrant, all records, including gambling accounts and other bank records, required by the board to be maintained and preserved. (Ord. 931, 7-13-1998)~~

~~4-7-6: PREMISES PERMIT AND BINGO HALL LICENSE:~~

- ~~A. Application For Permit Or License: An organization shall make application for a premises permit or bingo hall license on a form prescribed by the board. In addition, the applicant shall~~

~~provide a complete copy of the state application to the city. The information submitted to the city shall contain a copy of the signed lease and a sketch showing the leased area; provided, however, with respect to organizations owning their own building, a lease and sketch are not required.~~

~~B. Resolution To Approve Or Disapprove: Upon receipt of the pending application for a premises permit or bingo hall license, the city council shall, within the time allowed by Minnesota statutes chapter 349 or board regulations, adopt a resolution either approving or disapproving the application.~~

~~C. Location Restrictions:~~

~~1. Lawful gambling conducted by a state licensed organization not exempt from licensing under state law may only occur at the following two (2) locations in the city:~~

~~a. A bingo hall approved by the city council; or~~

~~b. An on-sale intoxicating liquor establishment licensed by the city.~~

~~2. No premises permit or bingo hall license shall be approved for lawful gambling conducted by any such state licensed organization (not exempt from licensing under state law) except at the two (2) locations identified in subsection C1 of this section. (Ord. 1005, 3-26-2001)~~

~~D. Premises Permit Restrictions:~~

~~1. Limitation On Premises Permits:~~

~~a. No organization shall hold more than three (3) class B premises permits at on-sale licensed liquor establishments in the city.~~

~~b. No organization shall hold both a class A premises permit and a class B premises permit in the city.~~

~~c. A licensed bingo hall may have more than one organization holding a class A or class C premises permit at the bingo hall, provided at least one of the organizations is a "local organization" (as defined by subsection D3b of this section).~~

~~2. On-Sale Liquor License Establishment: Except for a class D permit, no more than one lawful gambling premises permit shall be approved for an on-sale licensed liquor establishment in the city. If an on-sale liquor establishment is already the subject of an existing class A or class B or class C premises permit, the city will not approve another class A or class B or class C premises permit for the same location; the only other premises permit that may be approved is a class D permit.~~

~~3. Priority In Approval Process: It is anticipated that there may be more than one organization applying for a class A or class B or class C premises permit at a single on-~~

sale liquor establishment. Therefore, the following criteria, in the order listed, prioritizes and determines the approval for the one available premises permit:

a. First, renewal applications will be preferred; an organization renewing its class A or class B or class C premises permit at the on-sale liquor establishment will be preferred over an organization that does not already have its premises permit at the on-sale liquor establishment.

b. Second, if there are two (2) or more applications and if a renewal application is not involved, then a local organization will be preferred over an organization that does not meet the definition of a "local organization". Because of the nuisance prone nature of gambling compared to other licensing or permitting activities within the city, the city prefers that the organization have a local connection so as to facilitate investigation of applicants and the investigation and arrest of any violators. In situations where a renewal permit is not involved and where two (2) or more organizations seek to have a class A or class B or class C premises permit at the same on-sale liquor establishment, the organization that meets the definition of a "local organization" will be preferred over an organization that does not meet the definition. For purposes of this chapter, a "local organization" is an "organization" defined by Minnesota statutes section 349.12, subdivision 28, that also meets all the following criteria:

(1) The organization has at least fifteen (15) members that are current residents of the city; and

(2) The physical site for the organization's headquarters or the registered office of the organization is located within the city and has been located within the city for at least two (2) years immediately preceding application for a license; or

(3) The organization owns real property within the city, and the lawful gambling is conducted on the property owned by the organization within the city; or

(4) The physical site where the organization regularly holds its meetings and conducts its activities, other than lawful gambling and fundraising, is within the city and has been located within the city for at least two (2) years immediately preceding application for a license.

c. Third, if no renewal is involved and if two (2) or more nonlocal organizations seek approval, the city council will approve the organization which applied first. (Ord. 931, 7-13-1998)

4-7-7: EXEMPTIONS FROM FEES:

- A. All organizations which are exempt from state licensing requirements and are applying for a permit to conduct gambling in the city shall not be required to pay a permit fee to the city.
- B. Any organization applying for or renewing a premises permit or bingo hall license shall not be required to pay an investigation fee to the city. (Ord. 931, 7-13-1998)

4-7-8: CONTRIBUTIONS TO CITY REQUIRED:

- A. All state licensed organizations conducting lawful gambling within the city shall expend or contribute twenty percent (20%) of their net profits on lawful purposes within the city's trade area no later than thirty (30) days after the end of the license year that such proceeds are received by the organization conducting the charitable gambling.
- B. No later than sixty (60) days after the end of the license year that such proceeds are received by the organization, but in no event later than the time for renewal of the premises permit, the organization shall present written proof to the city that such expenditures were made in the city's trade area.
- C. This section is limited to lawful purpose expenditures of net profits derived from lawful gambling conducted at premises within the city. Real estate taxes and assessments paid pursuant to Minnesota statutes section 349.12, subdivision 25(a), on real property located in the city shall be considered a lawful purpose expenditure in the trade area. (Ord. 931, 7-13-1998)

4-7-9: SUSPENSION, REVOCATION OR DENIAL OF PERMIT OR LICENSE:

- A. A premises permit approved by the city or a bingo hall license approved by the city, or a permit issued by the city to an entity exempt from state licensing may be suspended or revoked for violations of this code, Minnesota statutes chapter 349, or for failure to meet the qualifications set forth in this chapter or Minnesota statutes chapter 349, or for failure to comply, for any reason, with any provision, guaranty, or claim made in the applicant's original or renewal license application to either the city or the state.
- B. If any organization violates this chapter or if any organization shall fail to make any expenditures in the city's trade area as required by this chapter or fail to provide the city with reports as required by this chapter, such violation or failure shall be grounds for the city to determine that the permit or approval for the organization be suspended, revoked, denied or not renewed. (Ord. 931, 7-13-1998)

4-7-10: VIOLATION; PENALTY:

Any person violating any provision of this chapter is guilty of a misdemeanor and, upon conviction thereof, shall be punished as defined by state statute. (Ord. 931, 7-13-1998)

4-7-1: ADOPTION OF STATE LAW BY REFERENCE

The provisions of Minnesota Statutes, Chapter 349, as they may be amended from time to time, with reference to the definition of terms, conditions of operation, provisions relating to sales, and all other matters pertaining to lawful gambling are hereby adopted by reference and are made a part of this Chapter as if set out in full. It is the intention of the Council that all future amendments of Minnesota Statutes, Chapter 349, are hereby adopted by reference or referenced as if they had been in existence at the time this ordinance was adopted.

4-7-2: CITY MAY BE MORE RESTRICTIVE THAN STATE LAW

The council is authorized by the provisions of Minn. Stat. § 349.213, as it may be amended from time to time, to impose, and has imposed in this ordinance, additional restrictions on gambling within its limits beyond those contained in Minnesota Statutes, Chapter 349, as it may be amended from time to time.

4-7-3: PURPOSE

The purpose of this ordinance is to regulate lawful gambling within the city of Inver Grove Heights, to prevent its commercialization, to insure the integrity of operations, and to provide for the use of net profits only for lawful purposes.

4-7-4: DEFINITIONS

In addition to the definitions contained in Minn. Stat. § 349.12, as it may be amended from time to time, the following terms are defined for purposes of this Chapter:

BOARD: The State of Minnesota Gambling Control Board.

LICENSED ORGANIZATION: An organization licensed by the Board.

LOCAL ORGANIZATION: An organization defined by Minn. Stat. §349.12 that also meets the following criteria:

- a. The organization has at least fifteen (15) members that are current residents of the City; and
- b. The physical site for the organization’s headquarters or the registered office of the organization is located within the city and has been located within the city for at least two (2) years immediately preceding the application for a license; or
- c. The organization owns real estate within the city, and the lawful gambling is conducted on the property owned by the organization within the city; or

- d. The physical site where the organization regularly holds its meetings and conducts its activities, other than lawful gambling and fundraising, is within the City and has been located within the city for at least two (2) years immediately preceding application for a license.

TRADE AREA: The cities of Inver Grove Heights, South St. Paul, Rosemount, Eagan, West St. Paul, Sunfish Lake, St. Paul Park, Newport, and Mendota Heights.

4-7-5: APPLICABILITY

This Chapter shall be construed to regulate all forms of lawful gambling within the city except:

- A. Bingo conducted within a nursing home or a senior citizen housing project or by a senior citizen organization if the prizes for a single bingo game do not exceed \$10, total prizes awarded at a single bingo occasion do not exceed \$200, no more than two bingo occasions are held by the organization or at the facility each week, only members of the organization or residents of the nursing home or housing project are allowed to play in a bingo game, no compensation is paid for any persons who conduct the bingo, and a manager is appointed to supervise the bingo.
- B. Raffles if the value of all prizes awarded by the organization in a calendar year does not exceed \$1,500.
- C. Lawful gambling that is exempt from licensure pursuant to Minn. Stat. § 349.166.

4-7-6: LAWFUL GAMBLING PERMITTED

Lawful gambling is permitted within the city provided it is conducted in accordance with Minn. Stat. §§ 609.75-609.763, inclusive, as they may be amended from time to time; Minn. Stat. §§ 349.11-349.23, inclusive, as they may be amended from time to time; and this Chapter.

4-7-7: COUNCIL APPROVAL

Lawful gambling authorized by Minn. Stat. §§349.11-349.23, inclusive, as they may be amended from time to time, requiring local approval shall not be conducted unless approved by the Council, subject to the provisions of this Chapter and state law.

4-7-8: APPLICATION AND LOCAL APPROVAL OF PREMISES PERMITS

- A. Eligibility for a Premises Permit. A premises permit may only be issued if:
 - 1. The premises is an on-sale liquor establishment;

2. No premises permit currently exists for the premises;
3. The organization does not already holds a premises permit or the organization holds only one other premises permit within the city;
4. The organization that will conduct the lawful gambling is eligible for an organization license from the Board

B. Process.

1. Application. Any organization seeking to obtain a premises permit from the Board shall file with the clerk an executed, complete duplicate application, together with all exhibits and documents accompanying the application as will be filed with the Board. The organization shall pay the city a \$250 investigation fee. This fee shall be refunded if the application is withdrawn before the investigation is commenced.
2. Background Investigation. Upon receipt of an application for issuance of a premises permit, the clerk shall transmit the application to the police department for review and recommendation. The police department shall investigate the matter and make the review and recommendation to the council as soon as possible, but in no event later than 45 days following receipt of the notification by the city. The council shall receive the police department's report and consider the application within 45 days of the date the application was submitted to the clerk.
3. Approval or Denial of Application. The applicant shall be notified in writing of the date on which the council will consider the recommendation. The council shall, by resolution, approve or disapprove the application within 60 days of receipt of the application.

C. Grounds for Ineligibility. The council shall deny an application for issuance of a premises permit for any of the following reasons:

1. Violation by the gambling organization of any state statute, state rule, or city ordinance relating to gambling within the last three (3) years.
2. The organization already holds two premises permits within the city.
3. The premises for which a premises permit is sought is not an on-sale liquor establishment.
4. The organization that will conduct the lawful gambling is ineligible for an organizational license from the Board;
5. There is already one licensed organization permitted to conduct lawful gambling activities at the premises.

Failure of the applicant to pay the investigation fee provided by this Section within the prescribed time limit. Operation of gambling at the site would be detrimental to health, safety, and welfare of the community.

- D. The council is without authority to compel the owner of an on-sale liquor establishment to renew a premises permit.

4-7-9: PRIORITY IN APPROVAL PROCESS

It is anticipated that there may be more than one organization applying for a premises permit at a single on-sale liquor establishment. Therefore, the following criteria, in the order listed, prioritize and determine the approval for the one available premises permit:

- A. If there are two (2) or more applications, then a local organization will be preferred over an organization that does not meet the definition of local organization. Because of the nuisance prone nature of gambling, compared to other licensing or permitting activities within the city, the city prefers that the organization have a local connection so as to facilitate investigation of applicants and the investigation and arrest of violators. Where two (2) or more organizations seek to have a premises permit at the same on-sale liquor establishment, the organizations that meets the definition of local organization will be preferred over an organization that does not meet the definition.
- B. If two (2) or more nonlocal organizations seek approval, the Council will approve the organization which applied first.

4-7-10: INSPECTIONS

- A. All licensed organizations are deemed to have consented to inspection of the licensed or permitted premises by the city.
- B. Authorized employees or agents of the city may inspect, at any reasonable time without notice or search warrant, all records, including gambling accounts and other bank records, required by the Board to be maintained and preserved.

4-7-11: LICENSE AND PERMIT DISPLAY

All permits issued under state law or this ordinance shall be prominently displayed during the permit year at the premises where gambling is conducted.

4-7-12: NOTIFICATION OF MATERIAL CHANGES TO APPLICATION

An organization holding a state issued premises permit shall notify the city within ten (10) days in writing whenever any material change is made in the information submitted on the application.

4-7-13: DESIGNATED TRADE AREA

- A. During the calendar year, each licensed organization within the city having a premises permit within the city shall expend sixty percent (60%) of its lawful purpose expenditures on lawful purposes conducted within the city's trade area.
- B. This section applies only to lawful purpose expenditures of gross profits derived from gambling conducted at a premise within the city's jurisdiction.

4-7-14: RECORDS AND REPORTING

- A. Licensed organizations shall file with the clerk one copy of all records and reports required to be filed with the Board, pursuant to Minnesota Statutes, Chapter 349, as it may be amended from time to time, and rules adopted pursuant thereto, as they may be amended from time to time. The records and reports shall be filed on or before the day they are required to be filed with the Board.
- B. Licensed organizations shall file an annual report with the city proving compliance with the trade area spending requirements imposed by Section 4-7-13. Such report proving compliance with trade area spending requirements shall be made on a form prescribed by the city. The report shall be submitted within 60 days of December 31st and shall report proceeds received during the calendar year.

4-7-15: HOURS OF OPERATION

Lawful gambling shall not be conducted between 1 a.m. and 8 a.m. on any day of the week.

4-7-16: PENALTY

- A. In addition to criminal prosecution for violation of this Chapter; Minn. Stat. §§609.75-609.763, inclusive, as they may be amended from time to time; or Minn. Stat. §§349.11-349.21, as they may be amended from time to time or any rules promulgated under those sections, as they may be amended from time to time, the Council may report violations to the Board and may recommend suspension, revocation, or cancellation of an organization's license.
- B. The council may suspend or revoke its approval for a premises permit for any reason that the Board may revoke a premises permit or for violation of this Chapter.
- C. Prior to recommending suspension, revocation, or cancellation of an organization's license to the Board and prior to suspending or revoking its approval for a premise permit, the Council must provide the organization a hearing before the city council in accordance with Section 3-2-10(B).

4-7-17: SEVERABILITY

If any provision of this ordinance is found to be invalid for any reason by a court of competent jurisdiction, the validity of the remaining provisions shall not be affected.

Section 2. Effective Date. This Ordinance shall be effective from and after its passage and the publication of the ordinance according to law.

Passed this _____ day of _____, 2010.

Mayor George Tourville

Attest

Melissa Rheaume
Deputy City Clerk

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Resolution Approving the Joint Powers Agreement between Dakota County Soil and Water Conservation District for Technical Services on the Raingarden Project included in City Project No. 2010-09D

Meeting Date: February 22, 2010
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



Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED

Consider adopting a resolution approving the Joint Powers Agreement between Dakota County Soil and Water Conservation District for Technical Services on the Raingarden Project included in City Project No. 2010-09D.

SUMMARY

The City Engineering Staff is requesting the expertise of the Dakota County Soil and Water Conservations District in performing inspections on the construction of the raingardens so they are properly built and for holding neighborhood planting events to properly train the citizens on planting and caring for the raingardens. Currently there are eight (8) raingardens within the 2010 South Grove Street Reconstruction project. Dakota County runs the Blue Thumb Program for planting neighborhood raingardens and has staff well trained on the proper construction, installation, planting, and care needed for a successful raingarden initiative.

Public Works recommends adoption of the resolution approving Joint Powers Agreement between Dakota County Soil and Water Conservation District for Technical Services on the Raingarden Project included in City Project No. 2010-09D for an amount not to exceed \$5,280.00.

TJK/kf

Attachment: Joint Powers Agreement
Resolution

**JOINT POWERS AGREEMENT
BETWEEN THE DAKOTA COUNTY SOIL AND WATER CONSERVATION DISTRICT
AND CITY OF INVER GROVE HEIGHTS
FOR TECHNICAL SERVICES ON SOUTH GROVE RAINGARDEN PROJECT**

This Joint Powers Agreement (Agreement) is between the Dakota County Soil and Water Conservation District (SWCD) and the City of Inver Grove Heights (City).

WHEREAS, the SWCD and the City are political subdivisions of the State of Minnesota (governmental units); and

WHEREAS, under Minn. Stat. § 471.59, subd. 10, one governmental unit may enter into an agreement with any other governmental unit to perform on behalf of that unit any service that the governmental unit providing the service is authorized to provide for itself.

NOW, THEREFORE, the parties agree as follows:

1. TERM. This Agreement shall be effective the date of the signatures of the parties to this Agreement and shall remain in effect until December 31, 2010, unless earlier terminated by law or according to the provisions of this Agreement.
2. PURPOSE. The purpose of this Agreement is to define the responsibilities and obligations of the SWCD and the City for technical services to be provided by the SWCD to the City for the South Grove Raingarden Project as more fully described herein.
3. SCOPE OF SERVICES. The SWCD agrees to provide the City with technical services as set forth in the *2010 Work Plan and Budget, City of Inver Grove Heights*, which is attached and incorporated herein as Exhibit 1. In the event of a conflict between the terms of this Agreement and Exhibit 1, the terms of this Agreement shall govern.

The SWCD will provide services in a manner consistent with the care and skill normally exercised by members of the SWCD's profession performing the same services under similar conditions. SWCD will procure, at its expense, all licenses, permits or other rights needed to provide services under this Agreement. SWCD will inform the City of any changes in licenses or permits within five days of the change.

4. PAYMENT. The City will pay the SWCD for purchased services in an amount not to exceed \$5,280.00 (Agreement Maximum). The City shall pay the SWCD for purchased services at the rates set out in Exhibit 1. Unless provided differently in Exhibit 1, the SWCD will send an invoice to the City for payment of services. The City will pay the SWCD within 35 days of the date of the invoice's receipt, unless the City disputes the invoiced amount. The City will notify the SWCD if the invoice is incorrect, defective or otherwise improper within 10 days of its receipt. Payments are subject to the requirements of Minn. Stat. § 471.425.
5. LIAISONS. The party's liaison acts as the party's contact for the day-to-day performance of this Agreement. Each party will advise the other party in writing of any change in its liaison.

	<u>SWCD'S Liaison</u>	<u>City's Liaison</u>
Name	Mike Isensee	Steve Dodge
Telephone	651-480-7781	651-450-2541
E-mail	mike.isensee@co.dakota.mn.us	sdodge@ci.inver-grove-heights.mn.us

6. AUTHORIZED REPRESENTATIVES. The following named persons are designated the authorized representatives of the parties for purposes of this Agreement. These person have authority to bind the party they represent and to consent to modifications and subcontracts, except that, the authorized representatives shall have only the authority specifically or generally granted by their respective Board. Notification required to be provided pursuant to this Agreement shall be provided to the following named person and addresses unless otherwise stated in this Agreement, or in a modification of this Agreement.

	<u>SWCD Authorized Representative</u>	<u>City Authorized Representative</u>
Name	Brian Watson or successor	Scott Thureen or successor
Title	District Manager	Public Works Director
Business Name	Dakota County SWCD	City of Inver Grove Heights
Street	4100 220 th Street West, suite 102	8150 Barbara Avenue
City, State, Zip code	Farmington, MN 55024	Inver Grove Heights, MN 55077

The parties must also send notice of breach or termination of this Agreement to the Civil Division, Dakota County Attorney's Office, 1560 Highway 55, Hastings, Minnesota 55033.

7. COOPERATION AND TIMELINESS. The SWCD and the City will cooperate and use reasonable efforts to carry out efficiently the various provisions of this Agreement. The parties agree to resolve disputes in an equitable and timely manner. Time is of the essence in this Agreement. A party may consider the other party's failure to perform the other party's duties within the timelines under this Agreement as a material breach.
8. INDEPENDENT CONTRACTOR STATUS. Nothing in this Agreement is intended or should be construed as creating the relationship of a partnership, joint venture or employer-employee relationship between the parties. Officer, employees or agents of one party shall not be considered officers, employees or agents of the other party.
9. SUBCONTRACTING. A party shall not enter into any subcontract for the performance of the services contemplated under this Agreement nor assign any interest in this Agreement without prior written consent of the other party and subject to such conditions and provisions as are deemed necessary. The subcontracting or assigning party shall be responsible for the performance of its subcontractors or assignees unless otherwise agreed.
10. LIABLE FOR OWN ACTS AND INSURANCE. Each party to this Agreement shall be liable for the acts of its own officers, employees and agents and the results thereof to the extent authorized by law and shall not be responsible for the acts of the other party, its officers, employees and/or agents. It is understood and agreed that the provisions of the Municipal Tort Claims Act, Minn. Stat. ch. 466 and other applicable laws govern liability arising from a party's acts or omissions. Each party warrants that it has an insurance or self-insurance program that has minimum coverage consistent with the liability limits contained in Minn. Stat. ch. 466.
11. GOVERNING LAW. The substantive and procedural laws of the State of Minnesota apply to this Agreement. The principles of conflict of laws do not apply to this Agreement. Venue of all legal proceedings related to this Agreement will be in the County of Dakota, State of Minnesota.
12. FORCE MAJEURE (UNFORSEEABLE EVENTS). A party is not liable to another party for any loss or damage resulting from a delay or failure to perform because of unforeseeable acts or events outside the breaching party's reasonable control. In such case the breaching party must give notice specifying the unforeseeable acts or events to the other party as soon as possible. Acts and events may include acts of God, acts of terrorism, war, fire, flood, epidemic, acts of civil or military authority, and natural disasters.
13. TERMINATION.
 - a. Termination With or Without Cause. Either party may terminate this Agreement without cause on 30 days written notice to the other party without penalty or damages. A party may terminate this Agreement with cause on 10 days written notice by facsimile of its intent to terminate to the other party.
 - b. Written Notice of Termination. A party must send notice of termination by certified mail or personal delivery to the authorized representative of the other party specifying the facts warranting termination (breach) of this Agreement. Notice is effective on the date received or personally delivered.

- c. Time to Correct Breach or Waiver. A party may give the breaching party time to correct the breach as stated in the notice of termination. The breaching party must give written notice to the other party of the intent to correct the breach within 5 days of receipt of the notice of termination. Waiver of a breach is not a waiver of a later breach.
 - d. SWCD's Duties on Termination. On the effective date of termination the SWCD must:
 - (1) Immediately stop work on this Agreement as stated in the notice of termination;
 - (2) Immediately notify all clients receiving services under this Agreement of the termination;
 - (3) Immediately cancel orders and subcontracts to the extent related goods and services are canceled by the notice of termination;
 - (4) Complete services not canceled by the notice of termination;
 - (5) Within 7 days return property owned by the City, if applicable; and
 - (6) Within 30 days send the final invoice for services provided before termination.
 - e. City's Duties on Termination and Set-Off. Within 35 days of receiving SWCD's final invoice the City will pay the SWCD for services satisfactorily provided through the date of termination and under the terms of this Agreement. The City will not be liable for any services provided after the date of termination.
 - f. Effect of Termination. Termination of this Agreement does not relieve the liability or responsibilities of a party arising from the performance or nonperformance of the terms of this Agreement before the effective date of termination.
 - g. Mitigate Damages. A party must use reasonable efforts to mitigate damages.
14. DATA PRIVACY. All data created, collected, received, stored, used, maintained, or disseminated in the performance of this Agreement is subject to the requirements of the Minnesota Government Data Practices Act, Minn. Stat. ch. 13 and the Minnesota Rules implementing the Act now in force or hereafter adopted as well as the federal laws on data privacy.
15. RECORDS DISCLOSURE/RETENTION AND AUDITS. Each party's bonds, records, documents, papers, accounting procedures and practices, and other records relevant to this Agreement are subject to the examination, duplication, transcription and audit by the other party and the Legislative Auditor or State Auditor under Minn. Stat. § 16C.05, subd. 5. If services under this Agreement use federal funds these records are also subject to review by the Comptroller General of the United States and his or her approved representative. Each party agrees to maintain such evidences for a period of six years from the date services or payment were last provided or made or longer if any audit in progress requires a longer retention period.
16. MODIFICATIONS. Any alterations, variations, modifications, or waivers of the provisions of this Agreement shall only be valid when they have been reduced to writing and signed by the authorized representatives of the parties.
17. FINAL AGREEMENT. This Agreement is the final expression of the agreement of the parties and the complete and exclusive statement of the terms agreed upon, and supersede all prior negotiations, understandings or agreements.
18. SEVERABILITY. The provisions of this Agreement shall be deemed severable. If any part of this Agreement is rendered void, invalid, or unenforceable, such rendering shall not affect the validity and enforceability of the remainder of this Agreement unless the part or parts that are void, invalid or otherwise unenforceable shall substantially impair the value of the entire Agreement with respect to either party.
19. DISPOSITION OF PROPERTY. Any property purchased with City money to perform services under this Agreement is owned by the City and will be returned by the SWCD to the City at the termination of this Agreement.

20. SURVIVORSHIP. The following provisions under this Agreement survive after the termination date of this Agreement: Sections 10 (Liability); 11 (Governing Law), 12 (Force Majeure), 14 (Data Privacy), 15 (Records), 18 (Severability), and 19 (Disposition of Property).

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates indicated below.

CITY OF INVER GROVE HEIGHTS

By _____
George Tourville, Mayor

Date of Signature _____

ATTEST:

Name and Title

Date of Signature _____

DAKOTA COUNTY SOIL AND WATER CONSERVATION
DISTRICT

SWCD Board Action #10.027

By _____
Scott A. Holm, Chair

Date of Signature _____

APPROVED AS TO FORM:

Kathryn M. Heena 2/10/2010

Assistant Dakota County Attorney/Date
K-10-68

2010 Work Plan and Budget City of Inver Grove Heights

Education- 24 Hours

The District will provide up to 24 hours of educational assistance regarding water quality, raingarden performance and designs. The district will answer resident's questions; provide informational presentations and examples of residential raingarden designs.

Raingarden Construction Consultation to Demonstrate Proper Installation- 24 Hours

Using field experience and the District technical standards the District will provide up to 24 hours on-site consultation, training and education for City Staff and Contractors to demonstrate the proper installation techniques of raingardens and provide technical guidance for installation of remaining raingardens on the South Grove Reconstruction Project. If installation procedures do not meet the techniques and materials set forth by the District technical standards the District shall:

1. Describe the observed construction procedures and/or materials that have a potential for negative impacts to the long-term performance of the stormwater best management practice to the city representative and construction contractor.
2. Discuss potential alternative procedures and materials.
3. Photo document installation procedures and provide a written recommendation for future installation specifications.

Raingarden Plant Delivery Coordination-16 Hours

The District will provide administrative assistance to city engineering to coordinate plant selection and delivery to residences with raingardens.

Raingarden Planting On-Site Consultation for Residents- 24 Hours

The District will provide on-site consultation for residents participating in the raingarden program as part of the South Grove Reconstruction Project. The City will be responsible to coordinate up to three planting dates with the District.

Staff Training

The District will provide on-site staff training in MS4/SWPPP Program, NPDES Construction Management and Rain Garden Construction and Maintenance as requested by the City Engineer and within the allotted budget.

Total not to exceed hours = 88

Billable Rate = \$60.00 per hour

Total not to exceed amount = \$5,280

**CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY**

**RESOLUTION APPROVING THE JOINT POWERS AGREEMENT WITH DAKOTA COUNTY SOIL
AND WATER CONSERVATION DISTRICT FOR TECHNICAL SERVICES ON THE SOUTH GROVE
RAINGARDEN PROJECT INCLUDED IN CITY PROJECT NO. 2010-09D**

RESOLUTION NO. _____

WHEREAS, as part of the City's 2010 Pavement Management Program, South Grove Area 5 has been identified for reconstruction starting in 2010; and

WHEREAS, in order to improve water quality the City Council has authorized the development of raingardens within the reconstruction project; and

WHEREAS, based on the experience the Dakota County Soil and Water Conservation District has with the construction, planting, and maintenance of raingardens it was decided that their services are deemed necessary for success of the project.

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

1. The proposal of Dakota County Soil and Water District is accepted in the amount not to exceed \$5,280.00 for applying their technical standards and experience in the construction, planting, and maintenance of raingardens for City Project No. 2010-09D Urban Street Reconstruction Project – South Grove Area 5.
2. Staff is authorized to enter into an agreement with the Dakota County Soil & Water Conservation District relating to Urban Conservation Technical Services for oversight of the construction, planting, and maintenance of raingardens for City Project No. 2010-09D, Urban Street Reconstruction Project – South Grove Area 5.

Adopted by the City Council of Inver Grove Heights, Minnesota this 22nd of February 2010.

AYES:

NAYS:

George Tourville, Mayor

ATTEST:

Melissa Rheaume, Deputy Clerk

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Resolution Receiving Feasibility Report and Scheduling Public Hearing for the 2010 Improvement Program, City Project No. 2010-12 – 59th Street Reconstruction

Meeting Date: February 22, 2010
 Item Type: Regular
 Contact: Thomas J. Kaldunski, 651.450.2571 *TJK*
 Prepared by: Thomas J. Kaldunski, City Engineer
 Reviewed by: Scott D. Thureen, Public Works Director

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

PURPOSE/ACTION REQUESTED

Consider a resolution receiving the feasibility report, authorizing preparation of plans and specifications, and scheduling a public hearing for the 2010 Improvement Program, City Project No. 2010-12 – 59th Street Reconstruction.

SUMMARY

The project was initiated in response to a request from a resident on 59th Street East. The project location is 59th Street East from Concord Boulevard to the approximately 300 feet west of Concord Boulevard and the adjacent Alley from 59th Street East to Linden Street. The project consists of aggregate base, bituminous paving, concrete curb and gutter, grading, drainage improvements, restoration and appurtenances. This is a new street construction project with 100% assessment to benefitting properties.

An informational meeting was held with the neighborhood on February 3, 2010. Seven (7) residents representing four (4) parcels attended the meeting. These residents are adjacent to the improvement project. Neither of the commercial properties attended.

Main points of discussion include:

- Keep the alley in the project with minor modifications to provide an inverted crown for drainage
- Residents were supportive of the project if the City follows its practice of utilizing the appraiser’s market analysis. The residents might want more than 10-years to pay assessments.
- Recognize the corner lot credits to assessments on Concord Boulevard.
- The road will be centered on the right-of-way with no objection to removing storm damaged trees on the south boulevard.
- Residents hopes the project could be done by change order with Concord Boulevard project.

The Feasibility Study indicates that \$66,032.36 will be assessed to benefitted properties and \$52,411.00 will be funded by the City’s Pavement Management Fund.

I recommend passage of the resolution accepting the feasibility report, authorizing preparation of plans and specifications and calling for a public hearing on March 22, 2010.

TJK/kf
 Attachments: Feasibility Study
 Resolution

FEASIBILITY REPORT

2010 IMPROVEMENT PROGRAM INVER GROVE HEIGHTS, MINNESOTA

CITY PROJECT NO. 2010-12 59TH STREET EAST FROM CONCORD BOULEVARD TO WEST TERMINUS AND ADJACENT ALLEY IMPROVEMENTS

- LOCATION:** 59TH Street East from Concord Boulevard to the approximately 300 feet west of Concord Boulevard and the adjacent Alley from 59TH Street East to the north corporate boundary (Linden Street).
- IMPROVEMENTS:** Improved roadway to include Aggregate Base, Bituminous Paving, Concrete Curb and Gutter, Retaining Walls, Grading, Drainage Improvements, Restoration, and Appurtenances.
- INITIATION:** This project is initiated in response to a request from a resident on 59th Street East. He has contacted the Engineering Division to express interest in the project.
- OWNERS ABUTTING:** Nine (9) parcels comprised of two (2) commercial and seven (7) residential properties abut the street improvements project. Five (5) parcels comprised of one (1) commercial and four (4) residential properties contribute drainage onto the project. Refer to Exhibit 1.
- ISSUES:** In 1971, water main and sanitary sewer were installed in 59th Street East. Concrete curb and gutter was not installed and the street and alley were left as aggregate surfaced roads. Storm sewer was not installed or stubbed into 59th Street. Having an aggregate surface with no storm sewer has caused continual erosion of the alley and 59th Street onto adjacent properties and Concord Boulevard and into the area storm sewer system. Dust from traffic has been a concern for property owners.

The City's standard local street cross section consists of 4 inches of bituminous pavement, on 6 inches of crushed aggregate base, on 24 inches of sand, with concrete curb and gutter. Staff recommends placing 4 inches of bituminous pavement, on 6 inches of crushed aggregate base, on 12 inches of sand for the alley construction.

Driveways will be extended to the new curb and gutter using the same type of surface material as the existing driveway except for the driveway from 4045 59th Street which will be built to commercial standards to help facilitate turning movements from the street. This is being done with the approval of the owner of 4045 59th Street due to standard traffic patterns. The boulevard area will be graded as needed to tie into the top of the curb and the area will be restored with topsoil and sod.

Staff is recommending a street width of 28 feet from Concord Boulevard to the alley and a street width of 34 feet from the alley to the west. This would allow parking on one side of the street with additional width for turning movements west of the alley. The alley would have a street width of 14 feet, graded with an inverted crown to direct storm water runoff away from

residential properties located down grade and east of the alley. An existing 2.5 foot high retaining wall runs the length of the alley on the east side of the alley will be replaced, during construction.

RIGHT-OF-WAY: The existing right-of-way is adequate for construction of the proposed improvements.

EASEMENTS: Temporary construction easements will be required to construct a retaining wall and replace the fence along the east side of the alley.

FEASIBILITY: The improvement project as proposed is necessary, and technically feasible. The project, and project elements, should be implemented as proposed in this study. The improvements, once completed, will be a benefit to the properties served. If this project is ordered the City will bid the project in accordance with the 429 process.

SCHEDULE:

Council Receives Feasibility Report, Authorizes
Preparation of Plans and Specifications and
Orders Public Improvement Hearing.....February 22, 2010

Public Improvement Hearing and Council Orders
Public Improvement Project, Approves
Plans and Specifications and Authorizes
Advertisement for Bids..... March 22, 2010

First Advertisement for Bids..... March 28, 2010

Bid Opening..... April 15, 2010

Council Considers Contract Award..... April 26, 2010

FINANCING:

<u>Estimated Costs</u>	
Construction	\$85,828
Construction Contingency	8,583
Engineering	12,874
Fiscal	858
Legal	858
Administration	2575
Right-of-Way	0
Easements	0
Capitalized Interest	<u>6,867</u>
Total Estimated Project Cost	\$118,443

The total project cost includes the following items at a percentage of the construction cost: 10% construction contingency, 15% engineering, 1% fiscal, 1% legal, 3% administrative, and 8% capitalized interest. (Refer to Table 1)

PROJECT FUNDING: The property owners' share of the street reconstruction cost will be funded from special assessments to the benefitted properties in accordance with Minnesota Statutes Chapter 429 and Inver Grove Heights City Code.

For the Street Improvements, the City will provide a contribution for corner credit relief on the entire long side of corner lots up to 135 feet in accordance with the City assessment policy.

	Street and Storm Sewer Assessments	City PMP Fund	Total
Roadway Improvements	\$50,863	\$52,411	\$103,274
Storm Sewer Improvements	\$15,169		\$15,169
Total	\$66,032	\$52,411	\$118,443

STREET ASSESSMENTS

Total Estimated Project Cost (\$85,828.50 x 1.38)	\$118,443
Corner Credit Contribution	<u>- \$52,411</u>
	\$66,032
ESTIMATED TOTAL STREET ASSESSMENT	\$66,032

The proposed funding allocation is:

Special Assessments	\$66,032
Pavement Management Fund	<u>+ \$52,411</u>
TOTAL	\$118,443

The proposed assessments are listed in Table 2.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Resolution Authorizing the City of Inver Grove Heights to Enter into Agreement No. 92316 for Railroad Crossing Signals with Mn/DOT and the Union Pacific Railroad Company

Meeting Date: February 22, 2010
 Item Type: Regular
 Contact: Scott D. Thureen, 651.450.2571
 Prepared by: Scott D. Thureen, Public Works Director
 Reviewed by: *SDT*

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

PURPOSE/ACTION REQUESTED

Consider resolution authorizing the City of Inver Grove Heights to enter into Agreement No. 92316 for railroad crossing signals with Mn/DOT and the Union Pacific Railroad Company.

SUMMARY

On November 7, 2006, the Council approved the City's cost participation in the installation of railroad crossing gates/signals at the intersection of Upper 71st Street East and the tracks at the Union Pacific Railroad Company (UPRR). The project is in the State Transportation Improvement Program for 2009-2012, and would be installed in 2010.

The attached agreement (No. 92316) defines the cost share responsibilities for the installation and maintenance of the crossing signals. The City's estimated share (\$41,471.70) would be funded from the Street Maintenance Division Budget (101-5200-443.40-46).

At its November 9, 2009 meeting, the Council directed staff to notify the residents in the vicinity of the proposed improvements. A letter was sent to the owners of parcels along River Road, explaining the project and asking for their input. I received four responses to the letter. None of the four saw a need for the project.

After the November 9, 2009 Council meeting, I contacted Mn/DOT to obtain additional history concerning the project. In 2005, the City requested that three at-grade railroad crossings be considered for safety improvements (65th Street and the UPRR, Upper 71st Street and the UPRR, and 105th Street and the UPRR). The safety review of these three crossings resulted in only the crossing at Upper 71st Street being recommended for safety improvements and included in the list of approved projects. Funding is not available for the next highest priority crossing (105th Street) at this time, and the 65th Street crossing does not warrant safety improvements at this time.

If the City decides not to proceed with the project, it should not affect eligibility for similar funding in the future. However, the crossing has been identified as needing safety improvements and, as such, probably carries a higher liability risk.

With regard to this project, I would defer to the Mn/DOT and railroad staff with experience and training in railroad crossing safety. If the City desires to keep this crossing for the long term, I recommend approval of the resolution that authorizes execution of the agreement with Mn/DOT and the UPRR.

SDT/kf
 Attachments: Resolution
 Agreement No. 92316

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

**RESOLUTION AUTHORIZING THE CITY OF INVER GROVE HEIGHTS TO ENTER INTO
AGREEMENT NO. 92316 WITH THE STATE OF MINNESOTA AND THE UNION PACIFIC
RAILROAD COMPANY FOR THE INSTALLATION AND MAINTENANCE OF RAILROAD
CROSSING SIGNALS AT THE INTERSECTION OF UPPER 71ST STREET EAST AND THE TRACKS
OF THE UNION PACIFIC RAILROAD COMPANY IN INVER GROVE HEIGHTS, MN**

RESOLUTION _____

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF INVER GROVE HEIGHTS
THAT:** that the City of Inver Grove Heights enter into an agreement with the Union Pacific Railroad Company and the Commissioner of Transportation for the installation and maintenance of railroad crossing signals at the intersection of Upper 71st Street (M125) with the tracks of the Union Pacific Railroad Company in Inver Grove Heights, Minnesota, and appointing the Commissioner of Transportation agent for the City to supervise said project and administer available Federal Funds in accordance with Minnesota Statute, Section 161.36. The City's share of the cost shall be 10 percent of the total signal cost.

BE IT FURTHER RESOLVED that the Mayor and Public Works Director be and they are hereby authorized to execute said agreement and any amendments thereto for and on behalf of the City.

Adopted by the City Council of the City of Inver Grove Heights this 22nd day of February 2010.

AYES:

NAYS:

George Tourville, Mayor

ATTEST:

Melissa Rheaume, Deputy Clerk

AGREEMENT	92316
USDOTNO	184 904B (F-1969)
DATED	
S.P.	19-00136
MINN. PROJ.	RRS 1910 (020)
FUNDS	Federal and City
Railroad Crossing Signals	
Upper 71 st St., City of Inver Grove Heights, Dakota County, Minnesota	
Union Pacific Railroad Company	
Standard Agreement "A" Dated September 1, 1998	

THIS AGREEMENT, made and entered into by and between the CITY OF INVER GROVE HEIGHTS, hereinafter called the "Local Agency"; the UNION PACIFIC RAILROAD COMPANY, hereinafter called the "Company"; and the COMMISSIONER OF TRANSPORTATION, STATE OF MINNESOTA, hereinafter called the "State",
WITNESSETH:

WHEREAS, the Federal Highway Administration, when acting in cooperation with the State of Minnesota, is authorized by Section 130 of Title 23 of the United States Code to make Federal Aid available for the purpose of eliminating hazards at railroad grade crossings within the State of Minnesota; and

WHEREAS, the State, pursuant to Minnesota Statute Section 161.36, is authorized to cooperate with the United States Government in contracting for the construction, improvement and maintenance of roads and bridges not included in the trunk highway system which are financed in whole or in part by federal monies; and

WHEREAS, Upper 71st Street (M125), as now established, crosses the track of the Company at grade in Inver Grove Heights, Dakota County, Minnesota, the location of said crossing and railway track being shown on the print hereto attached, marked Exhibit "B"; and

WHEREAS, the Local Agency and the Company desire that said grade crossing be

AGREEMENT NO. 92316

provided with railroad flashing light signals with gates, constant warning circuitry and LED lenses, and the Company is willing to install, maintain and operate such signals upon the terms and conditions hereinafter stated; and

WHEREAS, the State, pursuant to Minnesota Statute Section 219.26, has reviewed the proposed selection of warning devices for the railroad grade crossing and has determined that the proposed selection is appropriate for said crossing.

NOW, THEN, IT IS AGREED:

1. EXHIBITS

The State of Minnesota, Department of Transportation, "Standard Clauses for Railroad-Highway Agreements", is attached hereto as Exhibit "A", and hereinafter referred to as "Standard Clauses". Except as hereinafter expressly modified, all of the terms and conditions set forth in the "Standard Clauses" are hereby incorporated by reference and made a part of this agreement with the same force and effect as though fully set forth therein.

Exhibit "B", the location print; Exhibit "C", the detailed cost estimate; and Exhibit "D", the Agreement Estimate Summary, are attached hereto and made a part of this agreement.

2. WORK PERFORMANCE AND TIME SCHEDULE

The Company shall furnish all material for and with its regularly employed forces install a complete railroad crossing signal system on Upper 71st Street, at the location indicated on Exhibit "B". The placement of the signals shall be in accordance with Part VIII of the Minnesota Manual on Uniform Traffic Control Devices (MMUTCD). Detailed plans, specifications and the work to be done shall be subject to the approval of the Department of Transportation of the State of Minnesota.

If the Company determines that it is unable to perform all or a portion of the work with its own forces or equipment, it may contract the work only after notifying and receiving approval to proceed from the State. The selection of a contractor shall be subject to approval by the State prior to the awarding of the contract.

Work by the Company shall be prosecuted to be completed within 12 months after the date the Company is authorized to begin work. If the Company determines it is not possible to complete the work within the period herein specified, it shall make a written request to the State

for an extension of time for completion, setting forth therein the reason for such extension.

The Daily Utility Report provided for in Article 7a of the Standard Clauses, Exhibit "A", shall not be required if the duration of the construction work is expected to last 10 working days or less.

3. COST ESTIMATE

The actual costs of the project herein contemplated, including preliminary engineering costs, are to be financed with Federal Funds and Local Agency Funds. The State and Local Agency will reimburse the Company as provided herein for only such items of work and expense as are proper and eligible for payment with Federal Funds. Only materials actually incorporated into the project will be eligible for Federal reimbursement.

The State's portion (reimbursable with Federal Funds) and the Local Agency's portion will be paid to the Company in accordance with Article 8 of the Standard Clauses, Exhibit "A".

It is understood that the following estimate is for informational purposes only. The estimated cost of the work to be done by the Company hereunder with its own equipment and regularly employed forces and in accordance with the Company's agreements with such regularly employed forces is as follows and in further accordance with the detailed estimate, Exhibit "C", and summarized in Exhibit "D".

Estimated Cost of Signals

90%	State Funds (reimbursable with federal funds)	\$373,245.30
10%	Local Agency Funds	\$41,471.70
	Total Estimated Cost of Signals	\$414,717.00
<hr/>		
	TOTAL ESTIMATED COST OF PROJECT	\$414,717.00

The State's total financial obligation shall not increase without its approval and the encumbrance of additional funds. The total obligation under this Agreement is limited to the total amount listed above as "Total Estimated Cost of Project." However, this obligation may be increased to 120 percent of the "Total Estimated Cost of Project" listed above if the Company performs work that is previously approved in writing by the State and the State has previously encumbered that additional money. The State will not pay Project costs incurred without its prior consent. Notwithstanding any provision to the contrary, the State's and Local Agency's total

financial obligation under this Agreement shall not exceed the "Total Estimated Cost of Project" plus 20 percent, of which the State shall pay 90 percent and the Local Agency shall pay 10 percent, unless, the additional funds that are needed have been encumbered and the parties have reached agreement, memorialized in a written amendment to this Agreement concerning any additional work and costs.

4. WORK CHANGES

In the event it is determined that a change from the statement of work to be performed by the Company, as outlined in the detailed estimate, Exhibit "C", is required, it shall be authorized only by an amendment to this agreement executed prior to the performance of the work involved in the change.

In the event it is found that the work has not changed from the said statement of work to be performed by the Company, but the estimated amount in this agreement is less than the actual cost of performing the work, then an increase in eligible reimbursement will be allowed to the extent of such actual cost without an amendment in accordance with Section 3 of this Agreement and Article 12 of the Standard Clauses, Exhibit "A".

5. MAINTENANCE

The grade crossing signal system provided for in this agreement shall be maintained and operated by the Company upon completion of its installation. The obligation to maintain said signal system shall continue in accordance with the law of the State as it shall be from time to time in the future.

6. FUTURE REMOVAL

The signal system provided for in this agreement shall not be removed unless there has been a determination by the State that said signal system is no longer required at this location. If the signal system is to be removed, the Company shall notify the State of their pending removal. Upon request of the State, the Company shall reinstall said signal system at some other crossing within the State on the Company's tracks. The location and division of cost of such relocation shall be agreed upon between the Company and the State prior to such removal.

In the event that either railway or highway improvements will necessitate a rearrangement of the signal system at said crossing, the party whose improvement causes said changes will bear

the entire cost of the same without obligation to the other.

7. DETOURS AND WORK ZONE TRAFFIC CONTROL

If there is a need for a road detour in connection with the installation of said signal system, it shall be the Local Agency's responsibility to set up the road detour and detour signing. It is understood that the Company shall coordinate any necessary road detour with the Local Agency prior to the starting date. The Local Agency shall bear all costs involved in setting up the road detour.

If a road detour is not feasible, the Local Agency shall furnish, erect and maintain all necessary traffic control devices required to provide safe movement of vehicular traffic through the project area during the entire period from the beginning of construction to the final completion thereof. Traffic control devices include, but are not limited to, barricades, warning signs, trailers, flashers, cones, drums, pavement markings and flagmen as required and sufficient barricade weights to maintain barricade stability. The Local Agency shall be responsible for the immediate repair or replacement of all traffic control devices that become damaged, moved or destroyed, of all lights that cease to function properly, and of all barricade weights that are damaged, destroyed or otherwise fail to stabilize the barricades.

8. SIGNING AND PAVEMENT MARKINGS

Subsequent to the installation of said signal system, the Local Agency agrees to install or have installed, as may be needed, appropriate advance warning signs, other supplemental signs and pavement markings in accordance with the Minnesota Manual on Uniform Traffic Control Devices (MMUTCD). The Local Agency agrees to install said signs using retroreflective sheeting types and qualified products used for permanent signs, markers and delineators, Type IX or better found at <http://www.dot.state.mn.us/products/signing/sheeting.html>. The Local Agency also agrees to remove signs that are no longer needed as a result of said signal installation.

9. ASSIGNMENT OF RECEIVABLES

Any party to this agreement may assign any receivables due them under this agreement, provided, however, such assignments shall not relieve the assignor of any of its rights or obligations under this agreement.

RESOLUTION

BE IT RESOLVED, that the City of Inver Grove Heights enter into an agreement with the Union Pacific Railroad Company and the Commissioner of Transportation for the installation and maintenance of railroad crossing signals at the intersection of Upper 71st Street (M125) with the tracks of the Union Pacific Railroad Company in Inver Grove Heights, Minnesota, and appointing the Commissioner of Transportation agent for the City to supervise said project and administer available Federal Funds in accordance with Minnesota Statute, Section 161.36. The City's share of the cost shall be 10 percent of the total signal cost.

BE IT FURTHER RESOLVED, that the _____ and _____
(Title) (Title)
be and they are hereby authorized to execute said agreement and any amendments thereto for and on behalf of the City.

Dated this _____ day of _____, 200__.

STATE OF MINNESOTA)
)ss CERTIFICATION
CITY OF _____)

I hereby certify that the foregoing Resolution is a true and correct copy of a Resolution presented to and adopted by the City Council of the City of Inver Grove Heights at a duly authorized meeting thereof held in the City Hall at Inver Grove Heights, Minnesota, on the _____ day of _____, 200__, as disclosed by the records of said City Council in my possession.

By: _____

Title: _____

EXHIBIT "A"

STATE OF MINNESOTA DEPARTMENT OF TRANSPORTATION

STANDARD CLAUSES
FOR
RAILROAD-HIGHWAY AGREEMENTS
June 13, 2007

1. EFFECTIVE DATE

This Agreement will become effective upon the date State obtains all signatures required by Minnesota Statutes Section 16C.05 (Subd. 2).

2. CANCELLATION

The State may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the Company. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Company will be entitled to payment, determined on an actual cost basis for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the Agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State must provide the Company notice of the lack of funding within a reasonable time of the State's receiving that notice.

3. GOVERNING LAW, JURISDICTION, AND VENUE

Except to the extent preempted by federal laws, rules or regulations, Minnesota law, without regard to its choice-of-law provisions, governs this Agreement. Venue for all legal proceedings arising out of this Agreement, or its breach, will be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

4. COMMISSIONER'S OFFICIAL CAPACITY

The Commissioner of Transportation of the State of Minnesota is acting in an official capacity only and is not personally responsible or liable to the Company or to any person or persons whomsoever for any claims, damages, actions, or causes of action of any kind or character arising out of or by reason of the execution of this Agreement or the performance or completion of the project.

5. DATA DISCLOSURE

Under Minnesota Statutes Section 270C.65, and other applicable law, the Company consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State, to federal and state tax agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state tax laws

which could result in action requiring the Company to file state tax returns and pay delinquent state tax liabilities, if any.

6. ELIGIBILITY OF COSTS

Pursuant to Minnesota Rule 8830.300, the provisions contained in Federal-Aid Policy Guide, Chapter 1, Subchapter G, Part 646, Subpart B and Chapter 1, Subchapter B, Part 140, Subpart I, apply to railway-highway project, regardless of the method of financing the project.

7. WORK REPORTS

The Company will furnish the State's Engineer in charge of the project:

- a. "Form 21191, Minnesota Department of Transportation, Daily Utility Report", Union Pacific electronic payroll report which lists labor hours and costs in a form acceptable to FHWA, or equivalent approved by the State's engineer showing the number of people on payroll, classification, and total hours worked, and equipment used, at a time mutually agreed upon by the Company and the State.
- b. Full detailed information as to progress of work and amount of labor and material used as of the time of request.

The Company will, make other reports, keep other records and perform other work in such manner a time as may be necessary to enable State to collect and obtain available federal aid.

8. REIMBURSEMENT

The State will reimburse the Company for actual expenses incurred performing the work set forth in this Agreement. Payments will be made in accordance with the following:

- a. Partial bills will be based on actual (not estimated) costs incurred. Partial bills need not be itemized, but State must be able to substantiate costs by checking the Company's records. The final bill will also be based on actual (not estimated) costs and will be a detailed, itemized statement of all items of work performed by the Company, as shown in the appropriate exhibit or exhibits attached to this Agreement.

State's payment of progressive partial billing and also final billing will be made to the Company within thirty (30) days of the State's receipt of such billing from the Company. Notwithstanding the preceding payment procedures, the State retains the right to audit the final billing submitted by the Company as set forth in this Article 8 and in Article 12. If, when doing such audit review, it is determined by the State and the Company that the Company is to reimburse the State for any payment already made by the State to the Company, the Company shall make such reimbursement within thirty (30) days after the State and the Company have made such determination. Likewise, if it is determined by the State and the Company that the State needs to make any additional payment to the Company, the State shall make such additional payment within thirty (30) days after the State and the Company has made such determination.

9. WORKERS' COMPENSATION

The Company will certify that it is in compliance with workers' compensation insurance coverage required by Minnesota Law unless the Company is subject to Federal Law which preempts the Minnesota Law requirement. If the Company is subject to Minnesota Law on workers' compensation insurance coverage, the Company will require its contractors to present proof of coverage under the Minnesota Workers Compensation Act. The Company's employees and agents will not be considered State employees. Any claims arising under workers' compensation laws and any claims made by a third party as a consequence of the acts or omissions of the Company, its agents, employees or contractors are in no way the responsibility of the State.

10. COST-SHARING

If the cost of a project is being shared by the State and other parties, each party should receive a bill setting forth its proportional share of the costs whenever a project billing is submitted.

11. INSPECTION, STANDARDS OF PERFORMANCE

The Company and/or Local Agency will permit the State to inspect and approve the work performed under this Agreement during the regular working hours of the Company without prior notice. The State may refuse to approve any and all work performed under this Agreement for failure to comply with applicable standards for work of that type. If the State fails to approve the work performed under this Agreement, the State may refuse to make any further payments under this Agreement until the work at issue is performed in accordance with acceptable standards for work of this type and said work is approved by the State.

Applicable standards for railroad grade crossing construction shall consist of standards and regulations in AASHTO, AREMA, FHWA, Minnesota MUTCD, Minnesota Statutes §§ 219.0 et seq. and Minnesota Rules §§ 8830 et seq. Should a conflict be identified in any of these rules and regulations, the Minnesota rules and statutes shall be deemed controlling.

The Company and/or Local Agency warrants that it will perform all work under this Agreement in a workmanlike and timely manner in accordance with all applicable standards for work of the type at issue. Should the work fail to be performed in a timely manner or in accordance with applicable standards, the State may immediately suspend further payments under this Agreement and the Company must repay all funds expended on unsatisfactory work.

12. STATE AUDITS

Under Minnesota Statutes Section 16.C.05, subd. 5, the Company's books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by the State and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years after an appropriate State official certifies the Company's completion of the construction required under this Agreement.

13. NONDISCRIMINATION

If the Company enters into a contract with a contractor, to perform all or any portion of the Company's work set forth in this Agreement, the Company for itself, its assigns and successors in interest, agrees that it will not discriminate in its choice of contractors and will include all of the nondiscrimination provisions in this agreement and as set forth in "Appendix A" attached hereto and made a part hereof.

14. DISADVANTAGED BUSINESS ENTERPRISE

The disadvantaged business enterprise requirements of 49 CFR 26, apply to this Agreement. The Company will insure that disadvantaged business enterprises as defined in 49 CFR 26, have the maximum opportunity to participate in the performance of contracts, financed in whole or in part with federal funds. In this regard, the Company will take all necessary and reasonable steps in accordance with 49 CFR 26, to insure that disadvantaged business enterprises have the maximum opportunity to compete for and perform any contracts awarded under this Agreement. The Company shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of contracts under this Agreement. Failure to carry out the above requirements constitutes breach of this Agreement, and may result in termination of the Agreement by the State, and possible debarment from performing other contractual services with the Federal Department of Transportation.

15. AMENDMENTS, WAIVER, MERGER, AND COUNTERPARTS

Any amendments to this Agreement must be in writing and executed by the same parties who executed the original Agreement, or their successors in office. Failure of a party to enforce any provision of this Agreement will not constitute or be construed as, a waiver of such provision or of the right to enforce such provision. This Agreement contains all prior negotiations and agreements between the Company and the State. No other understandings, whether written or oral, regarding the subject matter of this Agreement will be deemed to exist or to bind either or both of the parties. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same Agreement.

The State will pay up to the limit of the amount encumbered by State, the entire cost of the work to be performed under the contract to be let by the State, including the State's supervision of the contract work, provided, however:

- (1) that nothing herein contained will prevent the State from pursuing and enforcing any of its common law and statutory rights, which it may have against any tortfeasor, including any contractor and the Company;
- (2) that when the Company has liability or obligation to the United States or the State for any portion of the railway-highway project, the Company will pay its share of the railway-highway project in the manner and to the extent set forth elsewhere in the Agreement.

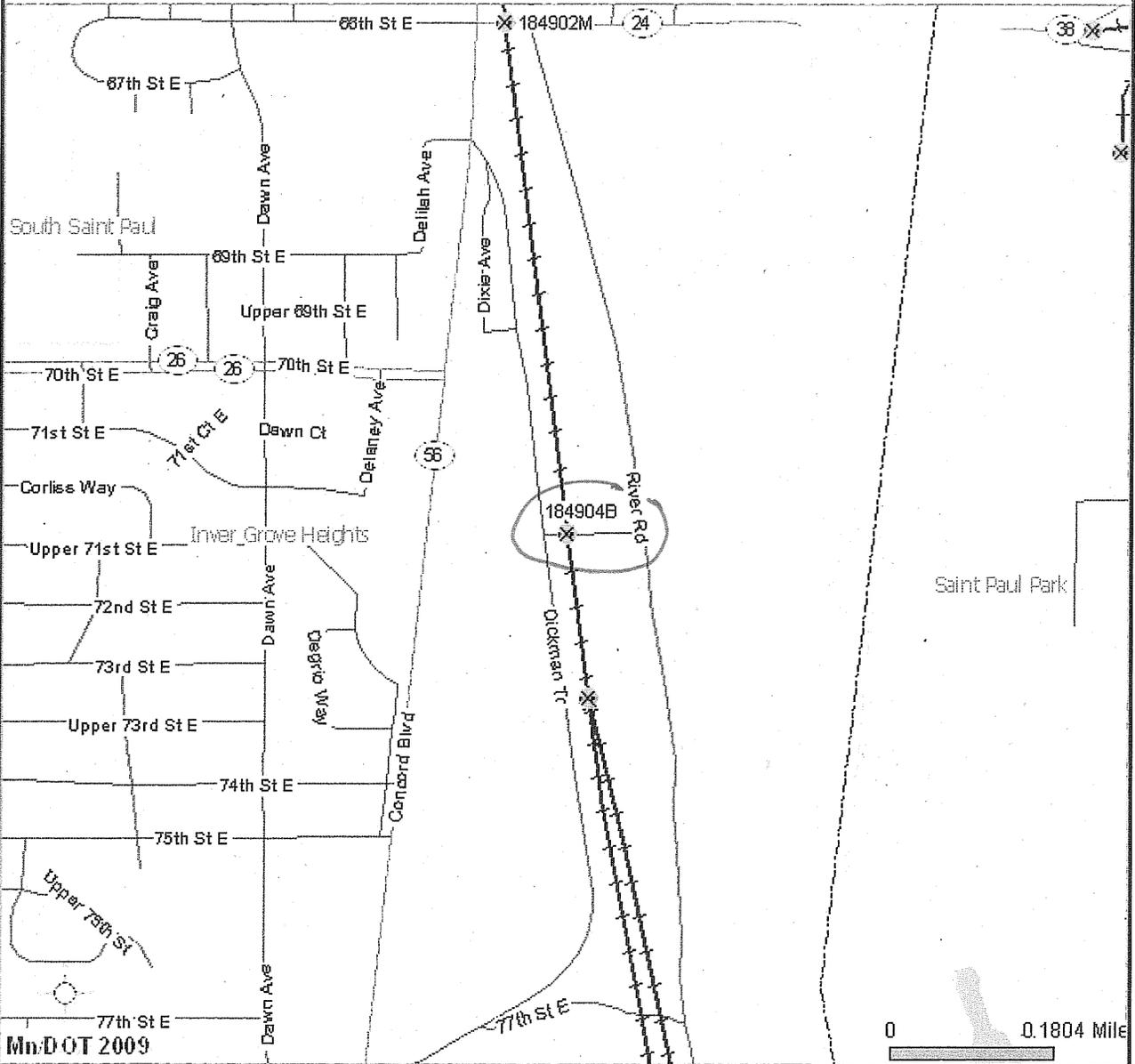
APPENDIX A

Non-Discrimination Provisions of Title VI of the Civil Rights Act of 1964

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor"), agrees as follows:

- (1) **Compliance with Regulations:** The Contractor will comply with Regulations of the Department of Transportation relative to nondiscrimination in federally-assisted programs of the Federal Highway Administration (Title 49, Code of Federal Regulation, Part 21, hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- (2) **Nondiscrimination:** The contractor, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the ground of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix "A", "B" and "C".
- (3) **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligation under this contract and the Regulations relative to discrimination on the ground of race, color or national origin.
- (4) **Information and Reports:** The contractor will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Department of Transportation or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify the Department of Transportation, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5) **Sanctions for noncompliance:** In the event of contractor's noncompliance with the nondiscrimination provisions of this contract, the Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including but not limited to,
 - (a) withholding of payments to the contractor under the contract until the contractor complies, and/or
 - (b) cancellation, termination or suspension of the contract, in whole or in part.
- (6) **Incorporation of Provisions:** The contractor will include the provisions of paragraph (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, order, or instructions issued pursuant thereto. The contractor will take such action with respect to any subcontract or procurement as the Department of Transportation or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the State to enter into such litigation to protect the interests of the State, and in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

EXHIBIT B



DATE: 2009-05-28

ESTIMATE OF MATERIAL AND FORCE ACCOUNT WORK
 BY THE
 UNION PACIFIC RAILROAD



THIS ESTIMATE GOOD FOR 6 MONTHS EXPIRATION DATE IS :2009-11-26

DESCRIPTION OF WORK:

INSTALL AUTOMATIC FLASHING LIGHT CROSSING SIGNALS
 WITH GATES AND REMOTE LOCATION AT INVER GROVE HEIGHTS, MN.
 UPPER 71ST STREET M.P. 343.96 ON THE ALBERT LEA SUB DOT# 184904B
 WORK TO BE PERFORMED BY RAILROAD WITH EXPENSE AS BELOW:

SIGNAL - FEDERAL - 100%

ESTIMATED USING FEDERAL ADDITIVES WITH OVERHEAD & INDIRECT CONSTRUCT
 CONSTRUCTION COSTS - 167.76%

PID: 64610 AWO: 00584 MP, SUBDIV: 343.96, ALBERTLEA

SERVICE UNIT: 01 CITY: INVER GROVE HGH STATE: MN

DESCRIPTION	QTY	UNIT	LABOR	MATERIAL	RECOLL	UPRR	TOTAL
ENGINEERING WORK							
ENGINEERING			9723		9723		9723
TOTAL ENGINEERING			9723		9723		9723
SIGNAL WORK							
BILL PREP			900		900		900
CONTRACT				9896	9896		9896
LABOR ADDITIVE 167.76%			123668		123668		123668
MATL STORE EXPENSE				9	9		9
METER LOOP				7500	7500		7500
PERSONAL EXPENSES				32910	32910		32910
ROCK/GRAVEL/FILL				45000	45000		45000
SALES TAX				3958	3958		3958
SIGNAL			63160	98971	162131		162131
TRANSP/IB/OB/RCLW CONTR				11617	11617		11617
WZT CONTROL				7404	7404		7404
TOTAL SIGNAL			187728	217265	404993		404993
TRACK & SURFACE WORK							
ENVIRONMENTAL				1	1		1
TOTAL TRACK & SURFACE				1	1		1
LABOR/MATERIAL EXPENSE			197451	217266			
RECOLLECTIBLE/UPRR EXPENSE					414717	0	
ESTIMATED PROJECT COST							414717

THE ABOVE FIGURES ARE ESTIMATES ONLY AND SUBJECT TO FLUCTUATION. IN THE EVENT OF AN INCREASE OR DECREASE IN THE COST OR QUANTITY OF MATERIAL OR LABOR REQUIRED, UPRR WILL BILL FOR ACTUAL CONSTRUCTION COSTS AT THE CURRENT EFFECTIVE RATE.

WORK ORDER AUTHORIZATION-DETAIL OF ESTIMATED EXPENDITURES

PROJ NO: 64610
 A.W.O. NO: 00584
 W.O. NO:
 B.I. NO: 09EN10
 STATE: MN
 VAL SEC: VARIOUS



RAILROAD: UPRR CO.
 LOCATION: INVER GROVE HEIGHTS, MN, UPRR 71ST ST.
 DEPARTMENT: ENGINEERING SERVICES

----- STOCK MATERIAL PLAN -----

ITEM NUMBER	ITEM DESCRIPTION	UNIT COST	QTY	UM	DIRECT MATL \$
02040420	BATTERY,GNB, 50A13, 318 AH.	174.19	13	EA	2264
02040660	BATTERY,GNB, 50A27, 687 AH.	307.43	6	EA	1845
09011030	CABLE TIE, NYLON 5/8" MAX. DIA.	0.03	100	EA	3
09011240	CABLE TIE, NYLON 1 1/8" MAX. DIA	0.02	300	EA	6
09011980	CABLE TIE, NYLON 3 1/2" MAX. DIA	0.18	20	EA	4
09014950	CIRCUIT BRKR,120/240V 20A 2 POLE	14.60	2	EA	29
09015690	CIRCUIT BREAKER, 120/240V 30A AC	5.96	2	EA	12
09054360	RELAY, GEN.PURPOSE 120V. TAB 856	4.67	1	EA	5
09057650	SOCKET,P-B 27E122 TAB 836A & 856	2.07	1	EA	2
09065700	TAPE, ELECTRICAL PLASTIC	2.82	4	RL	11
09066900	TERMINAL, SPADE,10-12 WIRE,#8 STUD	0.17	10	EA	2
09137100	TERM.LUG 3/16 CABLE-1/4 POST 2412	0.55	60	EA	33
09215100	33466 TERMINAL, RING TONGUE AMP	0.19	64	EA	12
09224750	216-107 TERMINAL,FERRULE, FOR #10	0.06	40	EA	2
09224800	216-104 TERMINAL, FERRULE, W	0.02	100	EA	2
09260350	TERMINAL,#16-14 #8 SPADE	0.07	35	EA	2
09261420	321524-1 TERMINAL,TEST 16-22 A	1.80	4	EA	7
09261570	321527-1 TERMINAL, TEST	1.63	15	EA	24
09401140	ADAPTER, 4 INCH CARLON PLASTIC	3.03	4	EA	12
09409820	BUSHING, 4" PLASTIC,INSULATING	0.82	4	EA	3
09424920	CONDUIT, 4", PVC, TYPE 40	2.05	130	LF	267
09467930	LOCKNUT, 4 INCH, GALVANIZED	5.19	4	EA	21
09844170	GROUND ROD, 5/8 INCH X 8 FEET	7.81	19	EA	148
09846750	GRND.ROD CONN. 4WAY ONESHOT.	5.11	19	EA	97
09908640	WIRE,#6 AWG.1 COND.COPPER,SOLID	0.31	475	LF	147
09912200	WIRE #6 AWG 2 CND 500'ROLL SHIELD	1.50	1000	LF	1500
09913200	WIRE,#6, 5 COND 500'ROLL SHIELDED	2.94	500	LF	1470
09915610	WIRE #6 AWG 1 COND COPPER, STRAN	0.54	295	LF	159
09930550	WIRE #10 AWG 1 COND COPPER, STRAN	0.17	900	LF	153
09932310	WIRE #10 AWG 1 COND COPPER, TWIST	0.46	400	LF	184
09946070	WIRE #14 7 COND 1000'ROLL SHIELDE	1.30	2000	LF	2600
09946100	WIRE #14, 7 CND 500' ROLL SHIELDE	1.34	500	LF	670
09960090	WIRE #16 AWG 1 COND COPPER, STRAN	0.10	750	LF	75
09976180	WIRE,#22,TW.PR. BELDEN #8761	0.12	20	LF	2
13547870	SHEET METAL SCREW, #10 X 1 INCH	3.33	2	BX	7
13552450	SHEET METAL SCREW,#12 X 3/4"	2.10	3	BX	6
13553150	SHEET METAL SCREW #12 X 1"	3.03	3	BX	9
17061400	PADLOCK,SIGNAL,WITHOUT KEY,AMERIC	14.99	13	EA	195
28033210	CARTON, 39 1/8"L X 23 1/4"W X 17	5.61	2	EA	11
28033230	CARTON, 47 3/8"L X 39 1/2"W X 18"	11.07	2	EA	22

WORK ORDER AUTHORIZATION-DETAIL OF ESTIMATED EXPENDITURES

RAILROAD: UPRR CO.
 LOCATION: INVER GROVE HEIGHTS, MN, UPPER 71ST ST.
 DEPARTMENT: ENGINEERING SERVICES

PROJ NO: 64610
 A.W.O. NO: 00584
 W.O. NO:
 B.I. NO: 09EN10
 STATE: MN
 VAL SEC: VARIOUS



28041880	PALLET, 48 X 40 INCH 2/WAY	8.66	4 EA	35
35040020	PLASTER OF PARIS, #DAP 10308	2.79	8 BX	22
39340220	SIGN, HIGHWAY CROSSING	50.00	2 EA	100
52001370	SURGE PROTECTOR SP20-2A TAB 585	71.96	3 EA	216
52003630	POWER CABLE, CABIN TO GENERATOR -	148.20	2 EA	296
52005700	BOND WIRE, 7 STRANDS 100 LF. ROLL	0.76	650 LF	494
52016830	WIRE DUCT, 2X3	8.44	17 EA	143
52016940	WIRE DUCT, 3X3	9.91	3 EA	30
52017510	WIRE DUCT COVER 2*X6'	1.84	19 EA	35
52017620	WIRE DUCT COVER 3*X6'	2.71	3 EA	8
52019530	ENCLOSURE, SHUNT, POLE MOUNTED. 24X2	173.27	7 EA	1213
52019560	EQUALIZER, H.D. TAB 583	9.18	16 EA	147
52021550	FOUNDATION, 4', STEEL, FOR FLSHR/GAT	324.81	2 EA	650
52025150	HOUSE, 4X4, W/CLIMATE CONTROL	5768.00	1 EA	5768
52025260	HOUSE, 6X6, W/CLIMATE CONTROL	7497.69	1 EA	7498
52027350	CLIP BOARD - FOR SIGNAL PRINTS	8.02	2 EA	16
52027430	STEP BOX	16.25	1 EA	16
52028420	LIGHTNING ARRESTOR, CLR-COM TAB 3	6.93	45 EA	312
52029780	LIGHTNING ARR, HD TAB 582 W/O BASE	9.94	8 EA	80
52030010	LIGHTNING ARRESTOR CONN. STRIP	3.93	6 EA	24
52039210	RECTIFIER, 20EC, 12V. TAB575	273.99	3 EA	822
52042650	POST, MOUNTING, FOR SHUNT HOUSING	19.25	14 EA	270
52068650	TERMINAL, #6 - 5 WIRE - RING TYPE	0.16	65 EA	10
52070010	TERMINAL, #12-10 WIRE, RING TONGUE	0.13	450 EA	59
52071600	TERMINAL, #20-16 WIRE, RING TONGUE	0.07	300 EA	21
52072280	TERMINAL BLOCK, SIGNAL 2 POST BAK	3.74	59 EA	221
52072740	TERMINAL BLOCK, SIGNAL 12 POST 6	15.83	1 EA	16
52072960	TERMINAL BLOCK, SIGNAL 12 POST	12.70	12 EA	152
52074570	TEST LINK, 1" CENTER TO CENTER	1.53	24 EA	37
52074580	TEST LINK. 2-3/8" CENTER TO CENTER	1.89	1 EA	2
52079550	WIRE TAG, PLASTIC - WHITE	0.13	200 EA	26
52079560	MARKING PEN (FOR WHITE TAG)	1.95	2 EA	4
52108120	LED FL/GATE ASSY. 2 WAY LIGHTS	7318.30	2 EA	14637
52109370	GATE ARM, ADJ. 16-32'	465.94	2 EA	932
52122140	HIGH WIND BRACKET 5"OR 4"	63.99	2 EA	128
52136470	SHEAR PIN, SK-1000-1	5.50	2 EA	11
52200300	EVENT ANALYZER RECORDER (SEARIII)	2029.34	1 EA	2029
52203600	DUMMY LOAD, 400 FT. TAB 644	37.48	1 EA	37
52207130	GRDXNG PRDTR GCP4000 2TK MAX	13649.24	1 EA	13649
52207150	GRD XING PREDICTR GCP 4000 6TK.MA	15628.34	1 EA	15628
52214040	DUMMY LOAD, 2800 FT. TAB 644	37.47	1 EA	37
52258500	MULTIFREQ. NBS 267-560 TAB641A HAR	528.84	1 EA	529
52258590	NBS, TAB 641, 62775-1543	407.28	2 EA	815
52258850	NBS, TAB 642, 62775-3497	334.77	4 EA	1339
52262670	DUAL WIDEBAND SHUNT. 8A077A-TAB711	268.96	2 EA	538
52263600	SURGE ARRESTOR, METER LOOP.	28.46	2 EA	57

WORK ORDER AUTHORIZATION-DETAIL OF ESTIMATED EXPENDITURES

RAILROAD: UPRR CO.

LOCATION: INVER GROVE HEIGHTS, MN, UPPER 71ST ST.

DEPARTMENT: ENGINEERING SERVICES

PROJ NO: 64610

A.W.O. NO: 00584

W.O. NO:

B.I. NO: 09EN10

STATE: MN

VAL SEC: VARIOUS



52264040 SURGE PANEL - TAB 618	190.56	2 EA	381
52267200 TRANSCIVER MODULE. FOR GCP 4000	2917.02	4 EA	11668
52276150 SS XING CONTROLLER MODULE FOR GCP	1649.09	2 EA	3298
52758190 RELAY, NEUT.-TRACK TAB 1	657.00	1 EA	657
53623340 BATTERY CHOKE-TAB 706	156.68	4 EA	627
53648010 INSULATING CAP & SHIELD ASSY.	2.28	8 EA	18
53903460 EPD 120/240TDPL SURGE PROTECTOR	271.17	2 EA	542
53954500 180429-000 BOOTLEG KIT	49.77	13 EA	647

TOTAL			98,970
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EXHIBIT D

UP RAILWAY

US DOT # 184 904B

Upper 71st Street, Inver Grove Heights, MN

Summarized Signal and Gate System Estimate

Material	\$ 217,266.00
Labor	\$ 197,451.00
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Estimate Total	\$414,717.00