



INVER GROVE HEIGHTS CITY COUNCIL AGENDA
MONDAY, NOVEMBER 14, 2011
8150 BARBARA AVENUE
7:00 P.M.

1. **CALL TO ORDER**
2. **ROLL CALL**
3. **PRESENTATIONS:**
4. **CONSENT AGENDA** – All items on the Consent Agenda are considered routine and have been made available to the City Council at least two days prior to the meeting; the items will be enacted in one motion. There will be no separate discussion of these items unless a Council member or citizen so requests, in which event the item will be removed from this Agenda and considered in normal sequence.
 - A. Minutes – October 24, 2011 Regular Council Meeting _____
 - B. Resolution Approving Disbursements for Period Ending November 9, 2011 _____
 - C. Approve Final Payment for Splash Pool Air Handler _____
 - D. Approve 2011/2012 Collective Bargaining Agreement between the City and Law Enforcement Labor Services (LELS), Local 189 Sergeants _____
 - E. Final Compensating Change Order No. 2, Final Pay Voucher No. 4, Engineer’s Report of Acceptance and Resolution Accepting Work for City Project No. 2010–09I, Blaine Avenue Full Depth Mill and Repave Project (North End) _____
 - F. Change Order No. 1, Final Compensating Change Order No. 2, Final Pay Voucher No. 1, Engineer’s Report of Acceptance and Resolution Accepting Work for City Project No. 2010–13, Storm Water Facilities Maintenance Program Zone 1 _____
 - G. Final Compensating Change Order No. 2, Final Pay Voucher No. 2, Engineer’s Final Report, and Resolution Accepting Work for City Project No. 2011–09A – Cracksealing _____
 - H. Final Compensating Change Order No. 1, Final Pay Voucher No. 1, Engineer’s Final Report and Resolution Accepting Work for City Project No. 2011–16, 80th Street and Bowman Avenue Storm Sewer Maintenance Project _____
 - I. Resolution Accepting Individual Project Order No. 16B with Kimley–Horn and Associates, Inc. for Railroad Coordination and Bidding Services for City Project No. 2010–22, Ravine Pond Railroad Erosion Mitigation _____
 - J. Resolution Approving Agreement No. 99931 between the City of Inver Grove Heights and Mn/DOT to allow Mn/DOT to Act as the City’s Agent in Accepting Federal Aid _____
 - K. Proposal from Stantec Consulting Services, Inc. for Preparation of Part 1 of Wellhead Protection Plan _____

- L. Resolution Authorizing an Appraisal Benefit Analysis by Metzen Appraisers for City Project No. 2001-12, Concord Blvd. (CSAH 56) Improvement - Phase II (Corcoran Path to 65TH Street) _____
- M. Resolution Authorizing an Appraisal Benefit Analysis by Metzen Appraisers for City Project No. 2009-11 - Concord Boulevard. (CSAH 56) Improvement - Phase III (65th Street to Linden Street) _____
- N. Resolution Approving a Repair Agreement on Clark Road with Dahn Construction as Part of City Project No. 2007-17 and with Park Construction as Part of City Project No. 2003-03 _____
- O. Resolution Authorizing Feasibility Report for City Project No. 2011-20, Ashley Court Drainage _____
- P. Approve Modification to Engineering Consultants Scope for City Project No. 2011-08, 66th Street Improvements from Concord Boulevard to Mississippi River _____
- Q. Land Alteration Permit No. C-089-11(R) for WWKM, LLC _____
- R. Approve Amendment to Lease Agreement with AT&T for North Side Water Tower Antenna _____
- S. Resolution Authorizing the Execution and Ratification of Repair Agreement related to Clark Road _____
- T. Resolution Approving the Dakota County 2012 Community Funding Application for Waste Abatement Activities _____
- U. Approve Park Maintenance Fund (Fund 444) Funding Transfer _____
- V. Resolution Authorizing an Imprest Petty Cash Checking Account at Bremer Bank _____
- W. Approve Agreement with Springsted for Financial Services for the Period Beginning November 1, 2011 and Ending December 31, 2012 _____
- X. Approve Interim Financial Services Agreement and Work Done by Abdo, Eick, and Meyers _____
- Y. Approve 30-Day Suspension of Firefighter for Failure to Meet Minimum Call Requirements _____
- Z. Schedule Public Hearing - 2012 Liquor License Renewals _____
- AA. Accept Donation to Inver Grove Heights Police Department _____
- BB. Approve Massage Therapist License Application _____
- CC. Approve 2012 Meeting Schedule for Advisory Commissions _____
- DD. Approve 2012 Meeting Schedule for the City Council _____
- EE. Approve 2012 Proposed Convention and Visitors Bureau Budget _____

FF. 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;** Assessment Hearing for the 2011 Pavement Management Program, City Project No. 2010-09I, Blaine Avenue (North Area) Full Depth Mill and Repave

B. **CITY OF INVER GROVE HEIGHTS;** Consider Second Reading of an Ordinance Amending City Code Title 3, Chapter 4, Sections 3-4-2-2 and 3-4-2-3 and 10-3-8 Adjusting Development Fees for 2012

7. **REGULAR AGENDA:**

COMMUNITY DEVELOPMENT:

A. **MIKE AND KATHY GOEHRING;** Consider Resolution relating to a Conditional Use Permit to allow Sheet Metal Siding on an Accessory Structure in an Agricultural Zoning District for property located at 11331 Albavar Path

B. **DAKOTA COUNTY PARKS DEPARTMENT;** Consider the Third reading of an Amendment to the City Code (Subdivision Regulations) relating to allowing Subdivisions for the Creation of Public Land Subject to Administrative Approval

PUBLIC WORKS:

C. **CITY OF INVER GROVE HEIGHTS;** Consider Third Reading of an Ordinance Prohibiting the Use of Coal Tar-Based Sealer

D. **CITY OF INVER GROVE HEIGHTS;** Consider Second Reading of an Ordinance Amending Inver Grove Heights City Code Title 9, Chapter 4, Sections 9-4-1-2 and 9-4-1-3 regarding Excavation and Fills

8. **MAYOR AND COUNCIL COMMENTS:**

9. **ADJOURN:**

**INVER GROVE HEIGHTS CITY COUNCIL MEETING
MONDAY, OCTOBER 24, 2011 - 8150 BARBARA AVENUE**

CALL TO ORDER/ROLL CALL: The City Council of Inver Grove Heights met in regular session on Monday, October 24, 2011, in the City Council Chambers. Mayor Tourville called the meeting to order at 7:00 p.m. Present were Council members Grannis, Klein, Madden and Piekarski Krech; City Administrator Lynch, Assistant City Administrator Teppen, City Attorney Kuntz, Public Works Director Thureen, Parks and Recreation Director Carlson, and Community Development Director Link.

3. PRESENTATIONS:

A. Recognition of Retirement of Cathy Shea, Assistant Finance Director

Mr. Lynch explained Assistant Finance Director, Cathy Shea, announced her retirement effective October 31, 2011. He recognized Ms. Shea for her past accomplishments, including 12 years of service to the City of Inver Grove Heights as an accountant and Assistant Finance Director. He stated Ms. Shea worked in the municipal finance sector for a total of 34 years in a number of cities including St. James, Winthrop, Gaylord and St. Louis Park, and obtained her CPA in the year 2000. He thanked Ms. Shea for her effort and dedication to her work for the City and wished her well on her retirement.

Mayor Tourville thanked Ms. Shea on behalf of the City Council for her years of service to the City.

Mayor Tourville stated the Chamber of Commerce did a fundraiser for military families and the Yellow Ribbon program. The City became an official Yellow Ribbon community in August and was the recipient of a \$550 donation from the Chamber's fundraising efforts.

4. CONSENT AGENDA:

Councilmember Klein removed Item 4A, Minutes of October 10, 2011 Regular Council Meeting, and Item 4H, Approve Dakota County's 2012-2016 Capital Improvement Program, from the Consent Agenda.

Councilmember Piekarski Krech removed Item 4K, Approve Seasonal Closure of the Rock Island Swing Bridge, from the Consent Agenda.

- B. Resolution No. 11-188** Approving Disbursements for Period Ending October 19, 2011
- C. Resolution No. 11-189** Approving the Certification of Delinquent Utility Bills
- D.** Change Order No. 3 and Pay Voucher No. 4 for City Project No. 2011-09D, South Grove Urban Street Reconstruction – Area 6
- E.** Final Pay Voucher No. 2, Engineer's Final Report, and **Resolution No. 11-190** Accepting Work for City Project No. 2011-09F, 65th Street Construction
- F. Resolution No. 11-191** Approving Amendment to Revised and Restated Joint Powers Agreement (JPA) Establishing a Watershed Management Organization for the Lower Mississippi River Watershed
- G. Resolution No. 11-192** Awarding Contract for Televising Services for City Project No. 2012-09D, Urban Street Reconstruction – 65th Street Area
- I. Resolution No. 11-194** Approving the Acquisition of Property at 6549 Doffing Avenue
- J.** Approve Modification to Skate Park Rules
- L.** Approve 30-Day Suspension of Two (2) Firefighters for Failure to Meet Minimum Call Requirements
- M.** Approve Massage Therapist License Applications
- N.** Schedule Public Hearing
- O.** Personnel Actions

Motion by Madden, second by Klein, to approve the Consent Agenda.**Ayes: 5****Nays: 0 Motion carried.****A. Minutes – October 10, 2011 Regular Council Meeting**

Councilmember Klein explained he was absent from the October 24th meeting and would abstain from voting on the item.

Motion by Grannis, second by Madden, to approve the Minutes of the October 10, 2011 Regular Council Meeting**Ayes: 4****Nays: 0****Abstain: 1 (Klein) Motion carried.****H. Resolution Approving Dakota County's 2012-2016 Capital Improvement Program**

Councilmember Klein questioned if the proposed roundabout at 70th Street and T.H. 3 would be big enough to handle the volume of traffic at the intersection.

Mr. Thureen explained that the final design will be controlled by Mn/DOT because it would be part of a larger project.

Councilmember Klein asked Mr. Thureen to push for a larger roundabout that can accommodate large trucks.

Mr. Thureen noted that the existing roundabout at 80th Street and T.H. 3 was designed to handle large truck traffic provided it is correctly navigated by the drivers. He stated the design met the national standards for accommodation of semi-trucks.

Councilmember Grannis questioned if trucks have been able to get through the existing roundabout.

Mr. Lynch commented that he had witnessed trucks using the roundabout and maneuvering through it without difficulty.

Mayor Tourville suggested sending another letter to the County to reinforce the importance of an interchange at Argenta Trail and Highway 55. He opined that the Council needs to continue to let the County know that it continues to be a priority to the City.

Motion by Klein, second by Madden, to adopt Resolution No. 11-193 approving Dakota County's 2012-2016 Capital Improvement Program**Ayes: 5****Nays: 0 Motion carried.****K. Resolution Approving Seasonal Closure of the Rock Island Swing Bridge**

Councilmember Piekarski Krech stated the City spent a lot of money to have the amenity and suggested that it be left open for visitors until the first snow fall of the year and then keep it closed until the snow melts. She opined that the specific dates were too restrictive and may cause the bridge to be open or closed at inopportune times in terms of the weather.

Mr. Carlson explained staff picked the suggested dates to coincide with the City's winter parking regulations. Staff felt it would be easier to communicate the expectations to the public if specific dates for the opening and closure of the bridge were established ahead of time.

Councilmember Klein agreed that the bridge should not be closed until the first snow fall.

Mayor Tourville stated the intent is to eliminate plowing the entrance and the bridge. He suggested that they could try to leave it open until the first snow fall this year to see how it works and they could adjust the policy next year if needed. He confirmed that there would be plenty of signage and notification for visitors

when the bridge does close for the winter. He asked the Park Department to use their best judgment to determine when the bridge is no longer safe for visitors because of weather conditions.

Motion by Klein, second by Madden, to adopt Resolution No. 11-195 approving the Seasonal Closure of the Rock Island Swing Bridge at the discretion of the Parks Department

Ayes: 5

Nays: 0 Motion carried.

5. PUBLIC COMMENT:

Ray Miller, 7135 Coleman Avenue East, expressed concerns regarding the cost for an inspection of a newly installed water softener. He opined that a fair figure would be \$30 and noted the average fee charged by other municipalities he researched was \$31.58.

Councilmember Madden agreed that the fee is too expensive.

Mayor Tourville explained staff has been reviewing the fees that are charged for services and more information and discussion would be forthcoming at a future meeting.

6. PUBLIC HEARINGS:

A. CITY OF INVER GROVE HEIGHTS; Assessment Hearing for City Project No. 2011-09F, 65th Street Reconstruction (from Concord Boulevard to 200' West)

Mr. Kaldunski explained project improvements included street reconstruction, curb and gutter, concrete driveway, water main, grading, restoration, and appurtenances thereto. The final total project cost was \$82,543.46. One commercial property was proposed to be assessed, Cameron's Liquor Store. As per an agreement executed with the City, the total amount proposed to be assessed is \$74,781. The City entered into the agreement to secure a waiver of assessment appeal and establish the maximum assessable amount. An assessment term of ten (10) years at a 4.8% interest rate for street reconstruction costs was recommended.

Councilmember Klein clarified that the amount proposed to be assessed was the maximum assessable amount that was agreed upon by Cameron's Liquor Store.

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

Ayes: 5

Nays: 0 Motion carried.

Motion by Klein, second by Madden, to approve Resolution No. 11-196 adopting the Assessment Roll for City Project No. 2011-09F, 65th Street Reconstruction (from Concord Boulevard to 200' West)

Ayes: 5

Nays: 0 Motion carried.

B. CITY OF INVER GROVE HEIGHTS; Assessment Hearing for City Project No. 2000-10, 117th Street and T.H. 52 Interchange

Mr. Kaldunski explained the City worked with Mn/DOT on the interchange improvement project and the project was completed in 2008. The final project cost was \$656,052.21. 67 properties were proposed to be assessed, six (6) single family residential lots, 54 commercial/industrial and 7 park parcels. The interchange improvement project was part of a larger, \$10 million dollar project and the local costs were related to water main relocation, a turn lane and the traffic signals installed at the three intersections that were built. The water main and turn lane were funded from the Water Connection Fund and the Landfill Abatement Fund, respectively. The local cost for the turn signals was \$406,353.57. The total amount proposed to be assessed for traffic signals was \$333,443.87.

Mr. Kaldunski explained that due to the complex nature of the project and the cost sharing involved between the City and Mn/DOT, the project was assessed based upon the traffic generated through the

intersection. The City contracted with an engineering consultant, SRF, to prepare the traffic-based assessment roll. SRF calculated the assessment roll based on assumptions relating to traffic generation, land use based on the City's Comprehensive Plan, traffic counts at the signals, and a "traffix" model that was generated specifically for the project. The City also determined that some credits, beyond traffic generation, should be considered in the calculation of the assessment roll. Credit was given for conditions such as: steep slopes in the scenic and natural area along the Mississippi River, landfills that are abandoned or filled, current land uses at Xcel Energy's facilities, wetlands and other non-developable areas, and agreements that defined developable areas for the southern sanitary sewer project. He noted that all residential properties received the same assessment and that credit would also be awarded for existing background traffic from the raw count data to reduce the assessments. The City utilized MSA funds to cover the assessment reductions.

Mr. Kaldunski stated the project assessments involved only the traffic signals for City Project No. 2000-10. Staff had the original appraisal analysis recertified for the properties in the project area, and the analysis provided an opinion regarding the sustainability of the proposed assessments. Current land values averaged \$3 per square foot and the proposed assessments were generally less than 1% of the land value.

Mr. Kaldunski stated two informational meetings were held to obtain input from the owners in the assessment area. The first meeting focused on the completion of the project and the pending assessments. Discussion at the meeting resulted in the addition of the City credit associated with background traffic in which the City covered \$75,481.05 of the project costs through the use of MSA funds. Discussions during the second informational meeting led to a review of the proposed ponds on parcels 42 & 44, owned by Max Steinger. The review indicated that the mining permit required the ponds and wetlands to be constructed. The two parcels in the mining permit area should have been granted credits to be consistent with the wetland credits that were granted to other properties. After the appropriate wetland credits were factored in, the proposed assessment for parcel 42 was \$12,133.08 and \$16,249.95 for parcel 44.

Mr. Kaldunski stated Mr. Steinger also requested consideration for an assessment adjustment related to the steep slopes that will be westerly of the stormwater pond as he contends that this land will not be developed in the future. He noted no credit had been factored into the proposed assessments and that further adjustments would require Council authorization. He reviewed the assessment deferral process. He recommended approving the assessment roll as proposed, including the wetland credit adjustments to the assessments for parcels 42 and 44.

Max Steinger, 3070 South Lexington Avenue, representing Clark Road Properties. He stated he has a total of 46 acres between his two parcels. He clarified that he does not object to the assessment for the traffic lights. He explained he would like the assessments to be calculated more fairly. He reviewed figures he calculated based on acreage and opined that he was not being assessed at a rate comparable to surrounding properties. He stated he does not have the same volume of traffic going in and out of his property as many of the other properties in the project area.

Mr. Kaldunski that this was a complex project. He explained that the general formula was to determine if the property had a heavy or light industrial in order to project traffic generation, and a calculation of the area and the percentage of the area that was buildable. The theory was that the bigger the building that is on the property, the heavier the industrial uses would be, and therefore more traffic would be generated when the site is developed in the future. A larger parcel that has an industrial use would theoretically generate more traffic than a smaller parcel. He noted that Mr. Steinger would get credit for storm water ponds and wetlands that are required to be constructed.

Mr. Steinger stated he had not seen the revised numbers with the credits. He opined that the future traffic generation volume is a guessing game and everyone should be assessed in the same manner.

Mayor Tourville questioned if adoption of the final assessment roll could be delayed.

Mr. Kuntz reminded the Council that Public Works would like to get the assessments certified to the county in time for them to be included with the property taxes payable in 2012. He noted the deadline for

certification was approaching

Mr. Kaldunski and a representative from SRF met briefly with Mr. Steininger to review the updated assessment roll.

Mr. Kaldunski explained they were able to factor in a credit amount related to water bounce that is based on what the water level will be. After this credit was calculated, the total assessment for both parcels was acceptable to Mr. Steininger. He stated the assessment for parcel 42 would be \$9,249.26 and the assessment for parcel 44 would remain the same for a total assessment of \$25,499.21.

Mr. Steininger stated he is comfortable with the revision because he is treated exactly the same as his neighbors.

Mayor Tourville clarified that the City would pay the difference between the original and revised assessments.

Motion by Madden, second by Klein, to receive notice of objection to assessment from Max Steininger

Ayes: 5

Nays: 0 Motion carried.

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

Ayes: 5

Nays: 0 Motion carried.

Motion by Klein, second by Madden, to approve Resolution No. 11-197 adopting the Assessment Roll, as amended, for City Project No. 2000-10, 117th Street and T.H. 52 Interchange

Ayes: 5

Nays: 0 Motion carried.

C. CITY OF INVER GROVE HEIGHTS; Assessment Hearing for 2011 Nuisance Abatement

Mr. Link explained that various property owners were noticed that their properties were out of compliance for a variety of reasons such as long grass and weeds, refuse, and other nuisance abatement issues. The property owners were made aware that if their properties were not brought into compliance the City would abate the nuisance and assess the costs against the property. Twelve properties were proposed to be assessed a total of \$3,914.63.

Councilmember Piekarski Krech questioned how many of the twelve properties were abated due to long grass.

Mr. Link responded that most of the nuisances were related to long grass and weeds. He noted that one of the properties had a retaining wall issue that had to be abated.

Councilmember Madden asked if the number of properties that had to be assessed was higher or lower than in previous years.

Mr. Link responded that 12 properties was an average amount compared to recent years.

Mayor Tourville requested that in the future staff identify the properties by both parcel number and address.

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

Ayes: 5

Nays: 0 Motion carried.

Motion by Klein, second by Madden, to approve Resolution No. 11-198 adopting the Assessment Roll for 2011 Nuisance Abatement

Ayes: 5

Nays: 0 Motion carried.

7. REGULAR AGENDA:**ADMINISTRATION:****A. CITY OF INVER GROVE HEIGHTS;** Consider First Reading of an Ordinance Adding Chapter 11 Under Title 1, Administration, Domestic Partner Registry

Ms. Teppen stated a draft ordinance was reviewed at a previous Council work session and it was brought back for the first reading at the October 10th Council meeting. Because Councilmember Klein was absent on October 10th, Council tabled the first reading so it could be considered when all five members of the Council were present. She reiterated that the proposed ordinance would create a domestic partnership registry for people who live in the City. She noted four emails were received in opposition of the proposed ordinance.

Motion by Madden, second by Grannis, to receive Four (4) Emails Submitted in Opposition to the Proposed Ordinance**Ayes: 5****Nays: 0 Motion carried.**

Mayor Tourville clarified if the first reading did not pass, the process would stop and the ordinance would no longer be considered.

Phil Duran, Outfront Minnesota, encouraged the Council to listen to the statements of council members from St. Louis Park and Falcon Heights who spoke in favor of domestic partnership registries in their respective communities. He referenced Shoreview and realtors who spoke in favor of a registry because it was an additional tool that could be used to sell homes in the community. He opined that the proposed ordinance was a great opportunity to send a message about the type of community the Council wants to be seen as. He referenced potential benefits that were identified in other communities. He encouraged the City Council to pass the first reading.

Rev. Obi Ballanger, pastor of a church in St. Paul Park, spoke in favor of the proposed ordinance. He stated members of his church live in Inver Grove Heights and could benefit from the registry. He opined that the Council had a chance to make it clear that all families were welcome in the City.

Ted Trenzeluk, 7305 Bancroft Way, opined that the City had no reason to pass the proposed ordinance because it was legally irrelevant. He stated tax dollars should not be used to for something that is a symbol.

Bill Kostner, 10145 Cloman Path, spoke in opposition of the proposed ordinance. He questioned why the City was getting involved in a moral issue. He opined that the issue was not related to the growth of the community, its fiscal base, or the safety of its citizens. He stated the issue would be resolved at the state level during the 2012 election.

Collin Kane, 1811 80th Street, stated he was opposed to the proposed ordinance.

Carolyn Krech, 6402 Burnham Circle, expressed opposition to the proposed ordinance. She stated that this is not an issue that the City should be involved in.

Councilmember Madden stated he opposed the proposed ordinance because it would be a step towards approving the proposed constitutional amendment at the state level. He opined that the City should not be involved in a moral issue and stated it would not be guaranteed to provide legal authority or insurance benefits to those who registered.

Mayor Tourville stated he has heard from many citizens of the community who feel that the City does not need to regulate the issue. He stated that it was important to have discussion on the issue because it was brought to the Council's attention. He explained one of his concerns is that the issue is outside the purview of City government. He opined that he was unable to find a benefit or reason why the City should get involved in the issue. He stated it is the Council's job to promote the welfare and safety of all residents of the community.

Councilmember Piekarski Krech stated it was important to consider and listen to the view points of residents on the issue.

Councilmember Klein stated he was opposed to the ordinance because it was not a City issue and it should be resolved at a state or county level.

Motion by Klein, second by Madden, to approve the First Reading of an Ordinance Adding Chapter 11 Under Title 1, Administration, Domestic Partner Registry

Ayes: 1 (Piekarski Krech)

Nays: 4 (Grannis, Klein, Madden, Tourville) Motion failed.

B. FINE & ASSOCIATES, INC.; Consider Resolution Approving a Second Amendment to Contract for Private Development between the City and Southeast Quadrant, LLC

Mr. Lynch explained the developer requested a second amendment to the contract for private development in order to extend the completion date by three years to December 31, 2014. The amendment would allow the developer additional time to complete the minimum improvements and remaining site improvements. If the work is completed by December 31, 2014, and the Land Development Agreement is also executed, payments on the Series 2006A Note will begin. He suggested the addition of the word “presently” to number two of the Second Amendment to the Contract for Private Development to reflect “presently available tax increment”. He noted further discussion with Fine & Associates would be required regarding their requests for potential legislative action for extension of the TIF District and other increment that may be available for use on their project.

Bob Kueppers, Fine & Associates, stated they are in agreement with the contract, including the language change suggested by Mr. Lynch.

Motion by Piekarski Krech, second by Klein, to adopt Resolution No. 11-199 approving a Second Amendment to the Contract for Private Development between the City and Southeast Quadrant, LLC with the change in language as proposed.

Ayes: 5

Nays: 0 Motion carried.

C. DAVID LETHERT; Consider Approval of an Agreement to Abate Cesspool Nuisance with Local Improvement Project pursuant to Minnesota Statutes §429.021

Mr. Lynch explained Mr. Lethert inquired about the possibility of working with the City to finance the replacement of his septic system. This would allow Mr. Lethert to replace the non-compliant system and pay for the improvement over a period of seven (7) years. He stated interest would accrue at a rate of 1% above the City’s cost to borrow the money. Mr. Lethert could prepay the amount with no penalty, but would be responsible for the interest that had accrued up to that point. He noted that if another party purchased the property within that seven (7) year period, the loan would be required to be paid off at the time of purchase.

David Lethert, 8485 Courthouse Boulevard, explained the contract price has been quoted at \$11,003 and there is a \$300 fee for the design of the system. He noted this price did not include earth removal or restoration, which is why the maximum was set at \$15,000. He stated it is a very challenging place to replace the septic system because of the topography of the lot.

Motion by Klein, second by Piekarski Krech, to approve an Agreement to Abate Cesspool Nuisance with Local Improvement Project pursuant to Minnesota Statutes §429.021

Ayes: 5

Nays: 0 Motion carried.

COMMUNITY DEVELOPMENT:**D. RODGER ESPESETH;** Consider Resolution relating to a Conditional Use Permit Amendment to allow Three (3) RV/Trailer Rental Spaces instead of Two (2) for property located at 1181 80th Street

Mr. Link explained the applicant requested a conditional use permit to allow three RV-trailer rental spaces on the existing multi-use site. The additional RV space would be located next to the main building. The previous owner rented out three (3) RV/trailer spaces, but one of the spaces was eliminated in 1998 due to its proximity to the realigned 80th Street. He noted that the existing septic system would sufficiently handle three (3) RV/trailer rentals, but any additional spaces would require a major upgrade to the system. The proposed request met the criteria for a Conditional Use Permit and access to the site would remain the same. Both Planning staff and the Planning Commission recommended approval of the request with the conditions outlined in the resolution.

Councilmember Madden confirmed that the third space would not be too visible from 80th Street.

Motion by Madden, second by Klein, to adopt Resolution No. 11-200 relating to a Conditional Use Permit Amendment to allow Three (3) RV/Trailer Rental Spaces instead of Two (2) for property located at 1181 80th Street

Ayes: 5

Nays: 0 Motion carried.

E. DAKOTA COUNTY PARKS DEPARTMENT; Consider the Third Reading of an Amendment to the City Code (Subdivision Regulations) relating to Allowing Subdivisions for the Creation of Public Land Subject to Administrative Approval

Mr. Link explained the ordinance amendment would allow subdivisions for the creation of public land subject to administrative approval. He stated the second reading of the ordinance was approved on October 10, 2011 and no changes were proposed by the Council at that time.

Wilfred Krech, 9574 Inver Grove Trail, stated that something should be added to memorialize the setback change on his property so his lot is not considered non-conforming in the future. He suggested that a variance could be provided the property owners who donate the land for public use. He stated the abstracts and the surveys of the property need to be changed to reflect the land that is being used for the trail.

Councilmember Madden stated he had previously expressed concerns about memorializing the setback changes.

Mr. Krech stated that a property owner who donates land for a public purpose should not have to be subjected to the lengthy and costly variance process. He reiterated that the need for a variance was created by the public entity that is using the land for the trail.

Mr. Kuntz explained that staff was told by the County attorney and by Mr. Krech's attorney that the two parties who made the deal (Dakota County and Mr. Krech) understood that the north building would become non-conforming. Because the landowner had no plans to expand the north building, he was comfortable with that fact. The south building was also too close to property line, but the County made that an easement rather than a fee acquisition in order to maintain conformity. He reiterated that the City was told that all of this information was understood by the property owner. He noted that the ordinances do not exempt the variance process.

Mr. Krech reiterated that all he wants is a conforming building. He stated he doesn't want the property because he doesn't want liability issues associated with the trail.

Mr. Link explained they cannot grant a variance without going through the Planning Commission.

Councilmember Madden suggested that City initiate the variance process.

Mr. Link stated this is really an issue between the County and the property owner. He reiterated that the City has not been involved with the acquisition of the property other than to help facilitate the process.

Mayor Tourville suggested that all the parties involved need to get together to work the issue out.

Motion by Klein, second by Madden, to table the Third Reading of an Amendment to the City Code (Subdivision Regulations) relating to Allowing Subdivisions for the Creation of Public Land Subject to Administrative Approval to the November 14, 2011 Regular Council Meeting

Ayes: 5

Nays: 0 Motion carried.

F. CITY OF INVER GROVE HEIGHTS; Consider the following Ordinance amendments:

- i) Third Reading of an Ordinance Amendment to Chapter 10 of the City Code relating to Updates to the Floodplain Management District and Adoption of the New FEMA Floodplain Maps
- ii) Resolution Adopting for Publication the Summary and Title of the Ordinance Amending Chapter 10 of the City Code relating to updates to the Floodplain Management District and Adoption of the New FEMA Floodplain Maps

Mr. Link stated the second reading of the ordinance was approved on October 10, 2011 and no changes were proposed by the Council at that time. He explained the ordinance would become effective following its publication in the official City newspaper. Due to the length of the ordinance a summary ordinance is proposed for publication purposes. He noted that State statute allows cities to publish a summary of ordinances.

Motion by Madden, second by Piekarski Krech, to adopt Ordinance No. 1243 amending Chapter 10 of the City Code relating to Updates to the Floodplain Management District and Adopting of the New FEMA Floodplain Maps and Resolution No. 11-201 Adopting for Publication the Summary and Title of Ordinance No. 1243

Ayes: 5

Nays: 0 Motion carried.

PUBLIC WORKS:

G. CITY OF INVER GROVE HEIGHTS; Consider Second Reading of an Ordinance Prohibiting the Use of Coal Tar-Based Sealer

Mayor Tourville said it is the right thing to do.

Councilmember Madden talked about doing an educational program.

Motion by Madden, second by Grannis, to approve the Second Reading of an Ordinance Prohibiting the Use of Coal Tar-Based Sealer

Ayes: 5

Nays: 0 Motion carried.

H. CITY OF INVER GROVE HEIGHTS; Consider Third Reading of an Ordinance Adding Inver Grove Heights City Code Title 9, Chapter 5, Section 9-5-13, Regarding Illicit Connections and Discharges to the Municipal Separate Storm Sewer System (MS4)

Mayor Tourville stated the ordinance had already been discussed in great detail. He stated the ordinance needed to be adopted in order for the City to remain compliant with MPCA regulations.

Councilmember Klein opined that the federal government should be paying for this if it is mandated.

Motion by Piekarski Krech, second by Madden, to adopt Ordinance No. 1244 adding Inver Grove Heights City Code Title 9, Chapter 5, Section 9-5-13, Regarding Illicit Connections and Discharges to the Municipal Separate Storm Sewer System (MS4)

Ayes: 4

Nays: 1 (Klein) Motion carried.

I. CITY OF INVER GROVE HEIGHTS; Consider the First Reading of an Ordinance Amending Inver Grove Heights City Code Title 9, Chapter 4, Sections 9-4-1-2 and 9-4-1-3 regarding Excavation and Fills

Mr. Kaldunski explained current City code regulations exempt property owners from permitting requirements when excavating or filling their property provided that the material involved does not exceed 500 cubic yards. The code also contains provisions whereby the City could required a permit for quantities less than 500 cubic yards if the work would adversely affect drainage to neighboring properties. He stated that City staff has had to respond to an increasing volume of complaints from residents regarding excavation and fill activities. The proposed code amendment would establish the following provisions; parcels greater than 5 acres would follow the current code which allows 500 cubic yards of excavation or fill to occur without a permit as long as the adjacent properties are not adversely affected, parcels from 1.0 to 4.99 acres in size would be required to apply for a land alteration permit if more than 30 cubic yards or excavation or fill is planned, parcels smaller than 1.0 acre would be required to apply for a land alteration permit if more than 10 cubic yards of excavation or fill is planned. He noted that the City currently issues administrative land alteration permits for quantities less than 10,000 cubic yards. He explained the goal of the proposed amendment was to regulate fill in smaller quantities on smaller lots, and the intent was to address issues that have been witnessed and brought to staff's attention.

Councilmember Piekarski Krech asked for more information regarding the rationale of regulating by cubic yards rather than by square footage.

Motion by Klein, second by Piekarski Krech, to approve the First Reading of an Ordinance Amending Inver Grove Heights City Code Title 9, Chapter 4, Sections 9-4-1-2 and 9-4-1-3 regarding Excavation and Fills

Ayes: 5

Nays: 0 Motion carried.

J. CITY OF INVER GROVE HEIGHTS; Consider Approval of Third Amended Maintenance Agreement with Arbor Pointe Association, Inc.

Mr. Thureen stated the Council previously discussed a request from the Arbor Pointe Association, Inc. to revise the current maintenance agreement. The Association's requests included: the addition of three (3) outlots that were deeded to the Association subsequent to the second amendment to the maintenance agreement, a reduction in the right-of-way area for which the Association is responsible for boulevard and center median maintenance, and a reduction in the number of street lights the Association is responsible for operation and maintenance costs. He noted the Association is not and was never responsible for the commercial areas in the development. The Council previously agreed to the revisions requested by the Association and staff worked to correlate the existing street lights and billing from Xcel Energy.

Motion by Piekarski Krech, second by Klein, to adopt Resolution No. 11-202 approving the Third Amended Maintenance Agreement with Arbor Pointe Association, Inc.

Ayes: 5

Nays: 0 Motion carried.

ADMINISTRATION CONT.:

K. CITY OF INVER GROVE HEIGHTS; Consider First Reading of an Ordinance Amending City Code, Title 3, Chapter 4, Sections 3-4-2-2 and 3-4-2-3 and 10-3-8 Adjusting Development Fees for 2012

Ms. Teppen explained the proposed ordinance amendment would adjust the fees and charges associated with development activities, including water and sanitary sewer connection fees and planning activities such as variances, rezoning, or conditional use permits. Water and sewer connection fees were proposed to increase between 3.5% and 4.5%. The proposed fees are based on financial projections supplied by Ehlers and Associates. Planning staff proposed an increase to \$2,000 for the fee for either a Major Site Plan Approval or Final Plat process for single family sites due to the fact that the documents required for the development contracts and storm water improvements are becoming more complex to complete. She

noted the public hearing for this item was set for November 14th.

Councilmember Piekarski Krech asked how the proposed fees compare to those of other cities.

Ms. Teppen stated it depends on the fee and which municipality it is being compared to.

Mr. Link explained that they charge what the costs are. He stated they have found that they are not collecting enough fees up front.

Councilmember Piekarski Krech asked for a breakdown of what the City's actual costs are to justify the fees that are charged.

Motion by Klein, second by Grannis, to approve the First Reading of an Ordinance Amending City Code Title 3, Chapter 4, Sections 3-4-2-2 and 3-4-2-3 and 10-3-8 Adjusting Development Fees for 2012

Ayes: 5

Nays: 0 Motion carried.

L. CITY OF INVER GROVE HEIGHTS; Consider Change Order No. 29 for City Project No. 2008-18, Public Safety Addition/City Hall Renovation Project

Ms. Teppen stated the change order was comprised of ten (10) items for a variety of issues and amounts. The total amount is \$98,950, for a revised contract total of \$12,037,127.10. She noted that this change order included voiding change order no. 27 because a project closeout agreement was reached between both parties. The project contingency fund had a balance of \$21,663.90 with only punch list items left for completion of the project.

Mayor Tourville questioned if the Council would receive something in writing for approval of the project closeout agreement.

Mr. Lynch stated staff is awaiting an agreement from Shaw Lundquist.

Councilmember Klein opined that change order number 27 should not be voided until the Council sees the agreement.

Mr. Lynch clarified that the agreement would reflect the numbers as they were presented in change order number 29.

Mayor Tourville suggested approving everything except for the voiding of change order number 27 and the project closeout agreement. He stated it would be helpful to see in writing what they are agreeing to.

Councilmember Piekarski Krech stated she is not comfortable with this because there are too items in the building that she feels the City should not have paid for but did already. She stated she has not seen anything come to the Council that solves those issues.

Motion by Klein, second by Madden, to approve Change Order No. 29 with the Removal of CO 27, for City Project No. 2008-18, Public Safety Addition/City Hall Renovation Project

Ayes: 3

Nays: 2 (Grannis, Piekarski Krech) Motion carried.

8. MAYOR & COUNCIL COMMENTS:

Councilmember Klein stated Holiday on Main Street is scheduled for December 17th at the VMCC.

9. ADJOURN: Motion by Piekarski Krech, second by Madden, to adjourn. The meeting was adjourned by a unanimous vote at 9:50 p.m.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Meeting Date: November 14, 2011
 Item Type: Consent
 Contact: Bill Schroepfer 651-450-2516
 Prepared by: Bill Schroepfer, Accountant
 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 October 20, 2011 to November 9, 2011.

SUMMARY

Shown below is a listing of the disbursements for the various funds for the period ending November 9, 2011. The detail of these disbursements is attached to this memo.

General & Special Revenue	\$930,949.31
Debt Service & Capital Projects	191,006.14
Enterprise & Internal Service	324,390.85
Escrows	69,086.10
	<hr/>
Grand Total for All Funds	<u><u>\$1,515,432.40</u></u>

If you have any questions about any of the disbursements on the list, please call Shannon Battles, Accountant at 651-450-2488 or Bill Schroepfer, Accountant at 651-450-2516.

Attached to this summary for your action is a resolution approving the disbursements for the period October 20, 2011 to November 9, 2011 and the listing of disbursements requested for approval.

DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. _____

**RESOLUTION APPROVING DISBURSEMENTS FOR THE
PERIOD ENDING NOVEMBER 9, 2011**

WHEREAS, a list of disbursements for the period ending November 9, 2011 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	\$930,949.31
Debt Service & Capital Projects	191,006.14
Enterprise & Internal Service	324,390.85
Escrows	69,086.10
Grand Total for All Funds	<u><u>\$1,515,432.40</u></u>

Adopted by the City Council of Inver Grove Heights this 14th day of November, 2011.

Ayes:

Nays:

George Tourville, Mayor

ATTEST:

Melissa Rheaume, Deputy City Clerk



City of Inver Grove Heights

Expense Approval Report

By Fund

Payment Dates 10/20/2011 - 11/9/2011

Vendor Name	Payable Number	Post Date	Item Description	Account Number	Amount
ACE PAINT & HARDWARE	507277/5	10/26/2011	6/1/11	101.43.5100.442.60040	217.84
ACE PAINT & HARDWARE	507356/5	10/26/2011	6/7/11	101.43.5100.442.60040	25.61
ACE PAINT & HARDWARE	507550/5	10/26/2011	6/22/11	101.44.6000.451.60012	3.73
ACE PAINT & HARDWARE	507559/5	10/26/2011	6/22/11	101.44.6000.451.60012	3.20
ACE PAINT & HARDWARE	507783/5	10/26/2011	7/12/11	101.43.5100.442.60040	10.67
ACE PAINT & HARDWARE	507795/5	10/26/2011	7/12/11	101.44.6000.451.40040	29.88
ACE PAINT & HARDWARE	507974/5	10/26/2011	7/25/11	101.44.6000.451.60012	5.86
ACE PAINT & HARDWARE	508034/5	10/26/2011	7/28/11	101.43.5100.442.60040	10.67
ACE PAINT & HARDWARE	508536/5	10/26/2011	8/31/11	101.44.6000.451.60012	13.89
ACE PAINT & HARDWARE	508537/5	10/26/2011	8/31/11	101.44.6000.451.60012	8.02
ACE PAINT & HARDWARE	509254/5	11/09/2011	10/1/11	101.44.6000.451.60016	16.01
ACE PAINT & HARDWARE	509089/5	11/09/2011	10/18/11	101.44.6000.451.60016	26.55
AFSCME COUNCIL 5	INV0003935	10/21/2011	UNION DUES (AFSCME FAIR SHARE)	101.203.2031000	45.87
AFSCME COUNCIL 5	INV0003936	10/21/2011	UNION DUES (AFSCME FULL SHARE)	101.203.2031000	785.60
AFSCME COUNCIL 5	INV0003937	10/21/2011	UNION DUES (AFSCME FULL SHARE-PT)	101.203.2031000	44.19
AFSCME COUNCIL 5	INV0004281	11/04/2011	UNION DUES (AFSCME FAIR SHARE)	101.203.2031000	45.87
AFSCME COUNCIL 5	INV0004282	11/04/2011	UNION DUES (AFSCME FULL SHARE)	101.203.2031000	785.60
AFSCME COUNCIL 5	INV0004283	11/04/2011	UNION DUES (AFSCME FULL SHARE-PT)	101.203.2031000	44.19
AGASSIZ SEED & SUPPLY	INV043920	11/09/2011	CITYO55077	101.44.6000.451.60016	1,660.00
AMERICAN LUNG ASSOCIATION OF THE UPPER MIDWEST	4796	11/02/2011	8/23/11	101.42.4200.423.50080	100.00
AMERICAN PLANNING ASSOCIATION	099679-1187	10/26/2011	PERIOD 01/01/12-12/31/12	101.45.3200.419.50070	475.00
ARAMARK UNIFORM SERVICES	629-7344436	10/26/2011	CUSTOMER 15353001	101.44.6000.451.60045	26.08
ARAMARK UNIFORM SERVICES	629-7344436	10/26/2011	CUSTOMER 15353001	101.43.5200.443.60045	16.83
ARAMARK UNIFORM SERVICES	629-7349264	11/02/2011	CUSTOMER 15353001	101.44.6000.451.60045	32.21
ARAMARK UNIFORM SERVICES	629-7349264	11/02/2011	CUSTOMER 15353001	101.43.5200.443.60045	10.70
ARAMARK UNIFORM SERVICES	629-7354119	11/09/2011	CUSTOMER 15353001	101.43.5200.443.60045	10.70
ARAMARK UNIFORM SERVICES	629-7354119	11/09/2011	CUSTOMER 15353001	101.44.6000.451.60045	26.08
ARAMARK UNIFORM SERVICES	629-7359009	11/09/2011	CUSTOMER 153533001	101.44.6000.451.60045	26.08
ARAMARK UNIFORM SERVICES	629-7359009	11/09/2011	CUSTOMER 153533001	101.43.5200.443.60045	16.83
ARROWHEAD SCIENTIFIC, INC.	52003	10/26/2011	10/5/11	101.42.4000.421.60018	49.33
ASPEN MILLS	114008	11/02/2011	CUSTOMER 550771	101.42.4200.423.60045	57.67
ASSOCIATED MECHANICAL CONTRACTORS	34161-2	10/26/2011	CUSTOMER S26577	101.42.4200.423.40040	600.00
AT & T MOBILITY	287237771092X10122011	10/26/2011	ACCOUNT 287237771092	101.41.1000.413.50020	51.30
AT & T MOBILITY	287237771092X10122011	10/26/2011	ACCOUNT 287237771092	101.41.1100.413.50020	25.65
AT&T SUBPOENA CENTER	79535	10/26/2011	FILE CODE 1002712	101.42.4000.421.30700	40.00
BAILEY CONSTRUCTION	001	10/26/2011	REMOVAL AND REPLACEMENT 9/27/11	101.43.5200.443.40046	27,933.40
BATTERIES PLUS	030-500811-01	11/02/2011	8/23/11	101.42.4200.423.40042	101.32
BERGERSON-CASWELL INC	29511T	11/09/2011	INVER GR	101.44.6000.451.40050	1,015.00
BOTTEN, HEATHER	9/30/11	10/26/2011	REIMBURSE-STATE PLANNING CONFERENCE	101.45.3200.419.50080	458.16
BRANDT, BRIAN	10/19/11	11/02/2011	REIMBURSE-CONFERENCE	101.42.4200.423.50065	93.24
BRANDT, BRIAN	10/19/11	11/02/2011	REIMBURSE-CONFERENCE	101.42.4200.423.50075	45.43
BUDGET SANDBLASTING & PAINTING INC	10/24/11	11/09/2011	10/24/11	101.44.6000.451.40047	120.00
BUDGET SANDBLASTING & PAINTING INC	10/24/11-2	11/09/2011	11/9/11	101.44.6000.451.60066	660.00
CENTURY LINK	10/13/11 660	11/09/2011	ACCOUNT 651 453 0219 660	101.44.6000.451.50020	41.61
CENTURY LINK	10/13/11 975	11/09/2011	ACCOUNT 651 552 0672 975	101.44.6000.451.50020	41.61
CENTURY LINK	10/19/11	11/02/2011	ACCOUNT 651 455 9072 782	101.42.4200.423.50020	40.11
CENTURY LINK	10/22/11 869	11/09/2011	ACCOUNT 651 457 7671 869	101.44.6000.451.50020	41.61
CENTURY LINK	10/22/11 999	11/09/2011	ACCOUNT 651 457 7674 999	101.44.6000.451.50020	41.61
COPY RIGHT	52453	10/26/2011	10/7/11	101.42.4000.421.50030	145.19
DAKOTA COMMUNICATIONS CENTER	IG2011-11	10/26/2011	NOVEMBER 2011 MONTHLY DCC FEE	101.42.4000.421.70300	26,178.00
DAKOTA COMMUNICATIONS CENTER	IG2011-11	10/26/2011	NOVEMBER 2011 MONTHLY DCC FEE	101.42.4200.423.70501	13,090.00
DAKOTA CTY FIRE CHIEFS ASSN	10/27/11	11/09/2011	2011 MEMBERSHIP DUES	101.42.4200.423.50070	75.00
DAKOTA CTY TREASURER	9/28/11	11/02/2011	REGISTERED WELL USE PERMIT FEE	101.45.3000.419.30600	300.00
DAKOTA CTY TREASURER-AUDITOR (HST)	SEP-11	11/02/2011	REFERENCE 1109381/1110280	101.42.4000.421.70300	1,369.14
DAKOTA CTY TREASURER-AUDITOR (HST)	SEP-11	11/02/2011	RADIO	101.43.5200.443.30700	48.04
DAKOTA CTY TREASURER-AUDITOR (HST)	SEP-11	11/02/2011	RADIO	101.42.4200.423.30700	1,417.18
DAKOTA ELECTRIC ASSN	10/27/11-3	11/09/2011	ACCOUNT 461221-4	101.43.5400.445.40020	62.15
DAKOTA ELECTRIC ASSN	10/27/11-4	11/09/2011	ACCOUNT 426713-4	101.43.5400.445.40020	31.44
DAKOTA ELECTRIC ASSN	10/27/11-5	11/09/2011	ACCOUNT 393563-2	101.44.6000.451.40020	522.12
DAKOTA ELECTRIC ASSN	10/27/11-6	11/09/2011	ACCOUNT 443054-2	101.44.6000.451.40020	10.94
DAKOTA ELECTRIC ASSN	10/27/11-7	11/09/2011	ACCOUNT 246837-9	101.44.6000.451.40020	2,939.46
DAKOTA ELECTRIC ASSN	10/27/11-8	11/09/2011	ACCOUNT 250165-8	101.44.6000.451.40020	642.48
DCA TITLE APPELVALLEY	16882	10/26/2011	AUDREY AVENUE	101.44.6000.451.30420	475.00
EFTPS	INV0003939	10/21/2011	FEDERAL WITHHOLDING	101.203.2030200	39,172.04
EFTPS	INV0003941	10/21/2011	MEDICARE WITHHOLDING	101.203.2030500	11,098.12
EFTPS	INV0003942	10/21/2011	SOCIAL SECURITY WITHHOLDING	101.203.2030400	30,340.60
EFTPS	INV0004159	10/31/2011	FEDERAL WITHHOLDING	101.203.2030200	90.00
EFTPS	INV0004160	10/31/2011	MEDICARE WITHHOLDING	101.203.2030500	6.42
EFTPS	INV0004161	10/31/2011	SOCIAL SECURITY WITHHOLDING	101.203.2030400	23.01
EFTPS	INV0004162	10/31/2011	FEDERAL WITHHOLDING	101.203.2030200	2,352.60
EFTPS	INV0004164	10/31/2011	MEDICARE WITHHOLDING	101.203.2030500	283.84
EFTPS	INV0004165	10/31/2011	SOCIAL SECURITY WITHHOLDING	101.203.2030400	1,017.94
EFTPS	INV0004288	11/04/2011	FEDERAL WITHHOLDING	101.203.2030200	39,985.25
EFTPS	INV0004290	11/04/2011	MEDICARE WITHHOLDING	101.203.2030500	10,517.10
EFTPS	INV0004291	11/04/2011	SOCIAL SECURITY WITHHOLDING	101.203.2030400	26,828.75
EFTPS	INV0004405	11/08/2011	FEDERAL WITHHOLDING	101.203.2030200	60.06
EFTPS	INV0004407	11/08/2011	MEDICARE WITHHOLDING	101.203.2030500	31.46
EFTPS	INV0004408	11/08/2011	SOCIAL SECURITY WITHHOLDING	101.203.2030400	112.84
EFTPS	INV0004409	11/08/2011	FEDERAL WITHHOLDING	101.203.2030200	41.75

Vendor Name	Payable Number	Post Date	Item Description	Account Number	Amount
EFTPS	INV0004411	11/08/2011	MEDICARE WITHHOLDING	101.203.2030500	25.04
EFTPS	INV0004412	11/08/2011	SOCIAL SECURITY WITHHOLDING	101.203.2030400	89.82
EMMONS & OLIVIER RESOURCES	00095-0031-3 B	10/26/2011	PARTIAL PAYMENT	101.43.5200.443.30300	3,583.59
EMMONS & OLIVIER RESOURCES	00095-0032-6	10/26/2011	SEPTEMBER 1, 2011 TO SEPTEMBER 30, 2011	101.43.5100.442.30300	340.00
EMMONS & OLIVIER RESOURCES	00095-0032-6	10/26/2011	SEPTEMBER 1, 2011 TO SEPTEMBER 30, 2011	101.43.5100.442.30300	375.55
EXPLORE MINNESOTA TOURISM	108940	10/26/2011	2011 BICYCLE TOURISM SUMMIT	101.44.6000.451.50080	50.00
FIRE EQUIPMENT SPECIALTIES, INC.	7291	11/09/2011	PROJECT 7291-7317	101.42.4200.423.60045	532.00
FIRE EQUIPMENT SPECIALTIES, INC.	7271	10/26/2011	PROJECT 7271-7514	101.42.4200.423.60045	59.05
FIRE SAFETY USA	47680	11/02/2011	10/26/11	101.42.4200.423.60040	795.00
FIRE SAFETY USA	47793	11/09/2011	ITEM 7099	101.42.4200.423.60065	299.99
FIRSTSCRIBE	22717	10/26/2011	10/1/11	101.43.5100.442.60042	250.00
FIRSTSCRIBE	22745	11/09/2011	11/1/11	101.43.5100.442.60042	250.00
FUN JUMPS ENTERTAINMENT INC	12860	10/26/2011	FIRE TRUCK SLIDE	101.42.4200.423.60006	214.25
GORMAN SURVEYING, INC	7541	11/09/2011	PROJECT 11-072	101.43.5200.443.40066	2,350.00
HILLYARD INC	6963873	11/09/2011	IORER ISA-10/26/11	101.42.4200.423.60011	433.11
HOISINGTON KOEGLER GROUP INC.	011-013-4	10/26/2011	PROJECT 011-013	101.45.3000.419.70600	922.25
HOISINGTON KOEGLER GROUP INC.	011-013-5	10/26/2011	PROJECT 011-013	101.45.3000.419.70600	2,452.40
HOME DEPOT CREDIT SERVICES	10/13/11-2	11/02/2011	ACCOUNT 6035 3225 0255 4813	101.42.4200.423.60065	15.94
HUNTING, ALLAN	9/30/11	10/26/2011	REIMBURSE-STATE PLANNING CONFERENCE	101.45.3200.419.50080	200.46
ICMA RETIREMENT TRUST - 457	INV0003889	10/21/2011	ICMA (AGE 49 & UNDER)	101.203.2031400	135.00
ICMA RETIREMENT TRUST - 457	INV0003890	10/21/2011	ICMA (AGE 49 & UNDER)	101.203.2031400	280.10
ICMA RETIREMENT TRUST - 457	INV0003891	10/21/2011	ICMA (AGE 49 & UNDER)	101.203.2031400	75.00
ICMA RETIREMENT TRUST - 457	INV0003892	10/21/2011	ICMA (AGE 49 & UNDER)	101.203.2031400	428.91
ICMA RETIREMENT TRUST - 457	INV0003893	10/21/2011	ICMA (AGE 49 & UNDER)	101.203.2031400	175.00
ICMA RETIREMENT TRUST - 457	INV0003894	10/21/2011	ICMA (AGE 49 & UNDER)	101.203.2031400	129.68
ICMA RETIREMENT TRUST - 457	INV0003895	10/21/2011	ICMA (AGE 49 & UNDER)	101.203.2031400	847.86
ICMA RETIREMENT TRUST - 457	INV0003896	10/21/2011	ICMA (AGE 49 & UNDER)	101.203.2031400	103.74
ICMA RETIREMENT TRUST - 457	INV0003897	10/21/2011	ICMA (AGE 49 & UNDER)	101.203.2031400	100.00
ICMA RETIREMENT TRUST - 457	INV0003898	10/21/2011	ICMA (AGE 49 & UNDER)	101.203.2031400	492.84
ICMA RETIREMENT TRUST - 457	INV0003899	10/21/2011	ICMA (AGE 49 & UNDER)	101.203.2031400	75.00
ICMA RETIREMENT TRUST - 457	INV0003900	10/21/2011	ICMA (AGE 49 & UNDER)	101.203.2031400	160.27
ICMA RETIREMENT TRUST - 457	INV0003901	10/21/2011	ICMA (AGE 49 & UNDER)	101.203.2031400	850.00
ICMA RETIREMENT TRUST - 457	INV0003902	10/21/2011	ICMA (AGE 49 & UNDER)	101.203.2031400	519.88
ICMA RETIREMENT TRUST - 457	INV0003903	10/21/2011	ICMA (AGE 49 & UNDER)	101.203.2031400	40.00
ICMA RETIREMENT TRUST - 457	INV0003904	10/21/2011	ICMA (AGE 49 & UNDER)	101.203.2031400	232.31
ICMA RETIREMENT TRUST - 457	INV0003905	10/21/2011	ICMA (AGE 49 & UNDER)	101.203.2031400	650.00
ICMA RETIREMENT TRUST - 457	INV0003906	10/21/2011	ICMA (AGE 49 & UNDER)	101.203.2031400	259.10
ICMA RETIREMENT TRUST - 457	INV0003907	10/21/2011	ICMA (AGE 49 & UNDER)	101.203.2031400	450.00
ICMA RETIREMENT TRUST - 457	INV0003908	10/21/2011	ICMA (AGE 49 & UNDER)	101.203.2031400	129.68
ICMA RETIREMENT TRUST - 457	INV0003909	10/21/2011	ICMA (AGE 49 & UNDER)	101.203.2031400	100.00
ICMA RETIREMENT TRUST - 457	INV0003910	10/21/2011	ICMA (AGE 49 & UNDER)	101.203.2031400	37.77
ICMA RETIREMENT TRUST - 457	INV0003911	10/21/2011	ICMA (AGE 49 & UNDER)	101.203.2031400	400.00
ICMA RETIREMENT TRUST - 457	INV0003912	10/21/2011	ICMA (AGE 50 & OVER)	101.203.2031400	213.11
ICMA RETIREMENT TRUST - 457	INV0003913	10/21/2011	ICMA (AGE 50 & OVER)	101.203.2031400	325.00
ICMA RETIREMENT TRUST - 457	INV0003914	10/21/2011	ICMA (AGE 50 & OVER)	101.203.2031400	92.92
ICMA RETIREMENT TRUST - 457	INV0003915	10/21/2011	ICMA (AGE 50 & OVER)	101.203.2031400	150.00
ICMA RETIREMENT TRUST - 457	INV0003916	10/21/2011	ICMA (AGE 50 & OVER)	101.203.2031400	214.00
ICMA RETIREMENT TRUST - 457	INV0003917	10/21/2011	ICMA (AGE 50 & OVER)	101.203.2031400	50.00
ICMA RETIREMENT TRUST - 457	INV0003918	10/21/2011	ICMA (AGE 50 & OVER)	101.203.2031400	465.55
ICMA RETIREMENT TRUST - 457	INV0003919	10/21/2011	ICMA (AGE 50 & OVER)	101.203.2031400	872.63
ICMA RETIREMENT TRUST - 457	INV0003920	10/21/2011	ICMA (AGE 50 & OVER)	101.203.2031400	75.77
ICMA RETIREMENT TRUST - 457	INV0003921	10/21/2011	ICMA (AGE 50 & OVER)	101.203.2031400	5,091.29
ICMA RETIREMENT TRUST - 457	INV0003922	10/21/2011	ICMA (EMPLOYER SHARE ADMIN)	101.203.2031400	70.11
ICMA RETIREMENT TRUST - 457	INV0003931	10/21/2011	ROTH IRA (AGE 49 & UNDER)	101.203.2032400	432.70
ICMA RETIREMENT TRUST - 457	INV0003932	10/21/2011	ROTH IRA (AGE 50 & OVER)	101.203.2032400	230.77
ICMA RETIREMENT TRUST - 457	INV0004235	11/04/2011	ICMA (AGE 49 & UNDER)	101.203.2031400	135.00
ICMA RETIREMENT TRUST - 457	INV0004236	11/04/2011	ICMA (AGE 49 & UNDER)	101.203.2031400	298.70
ICMA RETIREMENT TRUST - 457	INV0004237	11/04/2011	ICMA (AGE 49 & UNDER)	101.203.2031400	75.00
ICMA RETIREMENT TRUST - 457	INV0004238	11/04/2011	ICMA (AGE 49 & UNDER)	101.203.2031400	456.65
ICMA RETIREMENT TRUST - 457	INV0004239	11/04/2011	ICMA (AGE 49 & UNDER)	101.203.2031400	175.00
ICMA RETIREMENT TRUST - 457	INV0004240	11/04/2011	ICMA (AGE 49 & UNDER)	101.203.2031400	351.73
ICMA RETIREMENT TRUST - 457	INV0004241	11/04/2011	ICMA (AGE 49 & UNDER)	101.203.2031400	872.86
ICMA RETIREMENT TRUST - 457	INV0004242	11/04/2011	ICMA (AGE 49 & UNDER)	101.203.2031400	123.97
ICMA RETIREMENT TRUST - 457	INV0004243	11/04/2011	ICMA (AGE 49 & UNDER)	101.203.2031400	100.00
ICMA RETIREMENT TRUST - 457	INV0004244	11/04/2011	ICMA (AGE 49 & UNDER)	101.203.2031400	589.71
ICMA RETIREMENT TRUST - 457	INV0004245	11/04/2011	ICMA (AGE 49 & UNDER)	101.203.2031400	75.00
ICMA RETIREMENT TRUST - 457	INV0004246	11/04/2011	ICMA (AGE 49 & UNDER)	101.203.2031400	160.27
ICMA RETIREMENT TRUST - 457	INV0004247	11/04/2011	ICMA (AGE 49 & UNDER)	101.203.2031400	850.00
ICMA RETIREMENT TRUST - 457	INV0004248	11/04/2011	ICMA (AGE 49 & UNDER)	101.203.2031400	697.71
ICMA RETIREMENT TRUST - 457	INV0004249	11/04/2011	ICMA (AGE 49 & UNDER)	101.203.2031400	40.00
ICMA RETIREMENT TRUST - 457	INV0004250	11/04/2011	ICMA (AGE 49 & UNDER)	101.203.2031400	232.31
ICMA RETIREMENT TRUST - 457	INV0004251	11/04/2011	ICMA (AGE 49 & UNDER)	101.203.2031400	650.00
ICMA RETIREMENT TRUST - 457	INV0004252	11/04/2011	ICMA (AGE 49 & UNDER)	101.203.2031400	341.41
ICMA RETIREMENT TRUST - 457	INV0004253	11/04/2011	ICMA (AGE 49 & UNDER)	101.203.2031400	450.00
ICMA RETIREMENT TRUST - 457	INV0004254	11/04/2011	ICMA (AGE 49 & UNDER)	101.203.2031400	174.12
ICMA RETIREMENT TRUST - 457	INV0004255	11/04/2011	ICMA (AGE 49 & UNDER)	101.203.2031400	100.00
ICMA RETIREMENT TRUST - 457	INV0004256	11/04/2011	ICMA (AGE 49 & UNDER)	101.203.2031400	35.10
ICMA RETIREMENT TRUST - 457	INV0004257	11/04/2011	ICMA (AGE 49 & UNDER)	101.203.2031400	400.00
ICMA RETIREMENT TRUST - 457	INV0004258	11/04/2011	ICMA (AGE 50 & OVER)	101.203.2031400	242.84
ICMA RETIREMENT TRUST - 457	INV0004259	11/04/2011	ICMA (AGE 50 & OVER)	101.203.2031400	325.00
ICMA RETIREMENT TRUST - 457	INV0004260	11/04/2011	ICMA (AGE 50 & OVER)	101.203.2031400	92.92
ICMA RETIREMENT TRUST - 457	INV0004261	11/04/2011	ICMA (AGE 50 & OVER)	101.203.2031400	150.00
ICMA RETIREMENT TRUST - 457	INV0004262	11/04/2011	ICMA (AGE 50 & OVER)	101.203.2031400	185.08
ICMA RETIREMENT TRUST - 457	INV0004263	11/04/2011	ICMA (AGE 50 & OVER)	101.203.2031400	50.00
ICMA RETIREMENT TRUST - 457	INV0004264	11/04/2011	ICMA (AGE 50 & OVER)	101.203.2031400	542.58
ICMA RETIREMENT TRUST - 457	INV0004265	11/04/2011	ICMA (AGE 50 & OVER)	101.203.2031400	872.63
ICMA RETIREMENT TRUST - 457	INV0004266	11/04/2011	ICMA (AGE 50 & OVER)	101.203.2031400	75.77
ICMA RETIREMENT TRUST - 457	INV0004267	11/04/2011	ICMA (AGE 50 & OVER)	101.203.2031400	5,091.29

Vendor Name	Payable Number	Post Date	Item Description	Account Number	Amount
ICMA RETIREMENT TRUST - 457	INV0004268	11/04/2011	ICMA (EMPLOYER SHARE ADMIN)	101.203.2031400	70.11
ICMA RETIREMENT TRUST - 457	INV0004277	11/04/2011	ROTH IRA (AGE 49 & UNDER)	101.203.2032400	432.70
ICMA RETIREMENT TRUST - 457	INV0004278	11/04/2011	ROTH IRA (AGE 50 & OVER)	101.203.2032400	230.77
ING DIRECT	INV0004167	10/31/2011	MSRS-HCSP	101.203.2032200	24,495.88
ING DIRECT	INV0004423	11/08/2011	MSRS-HCSP	101.203.2032200	87.98
INTOXIMETERS	345143	11/02/2011	ORDER 101011-LUNDBLAD	101.42.4000.421.60065	308.98
INVER GROVE FORD	10/25/11	11/09/2011	MONTHLY RENTAL CHARGE 8913P	101.42.4000.421.70300	266.88
IUOE	INV0004284	11/04/2011	UNION DUES IUOE	101.203.2031000	1,074.09
JUST RITE CONST INC	052050	11/09/2011	10/31/11	101.44.6000.451.60066	1,730.00
KALDUNSKI, TOM	10/19/11	11/02/2011	REIMBURSE-PARKING	101.43.5100.442.50080	20.00
KAT-KEY'S LOCK & SAFE CO.	98056	11/02/2011	10/13/11	101.42.4200.423.40040	173.00
KENISON, TERRI	10/11	11/09/2011	STATEMENT #10 OCTOBER 2011	101.42.4200.423.30700	908.44
KENNEDY & GRAVEN	NV125-00039	11/02/2011	EDA REACTIVATION	101.45.3000.419.30440	262.50
LELS	INV0004285	11/04/2011	UNION DUES (LELS)	101.203.2031000	1,080.00
LELS SERGEANTS	INV0004286	11/04/2011	UNION DUES (LELS SGT)	101.203.2031000	210.00
LINK, THOMAS	8/31/11-9/29/11	11/02/2011	REIMBURSE-MILEAGE	101.45.3000.419.50065	160.94
LINK, THOMAS	8/31/11-9/29/11	11/02/2011	REIMBURSE-MILEAGE	101.45.3000.419.50080	352.15
LOCAL GOVERNMENT INFORMATION SYSTEM	34177	10/26/2011	9/30/11	101.42.4000.421.70300	1,431.00
M & J SERVICES, LLC	127	11/09/2011	10/10/11	101.44.6000.451.40040	1,645.00
MADSEN, BENNETT	10/19/11	11/09/2011	REIMBURSE-RUBY TUESDAY	101.42.4000.421.50075	11.24
MARTIN-MCALLISTER	7632	11/09/2011	INV001	101.41.1100.413.30500	400.00
MID STATE PLUMBING & HEATING, INC.	071348	11/02/2011	10/4/11	101.42.4200.423.40040	2,300.00
MID STATE PLUMBING & HEATING, INC.	071390	11/09/2011	SERVICE WORK	101.42.4200.423.40040	965.00
MIDWEST CHILDREN'S RESOURCE CENTER	VM10192011	11/02/2011	REQUEST FOR DVD	101.42.4000.421.30700	16.12
MIDWEST FENCE & MFG CO	142329	11/09/2011	10/18/11	101.44.6000.451.60066	65.41
MINNEAPOLIS OXYGEN CO.	1025395	11/02/2011	ACCOUNT 113504	101.42.4200.423.40040	21.16
MINNEAPOLIS OXYGEN CO.	1025396	11/02/2011	ACCOUNT 113505	101.42.4200.423.40040	77.59
MINNESOTA DEPARTMENT OF HUMAN SERVICES	INV0003888	10/21/2011	RICK JACKSON FEIN/TAXPAYER ID: 416005255	101.203.2032100	301.33
MINNESOTA DEPARTMENT OF HUMAN SERVICES	INV0004234	11/04/2011	RICK JACKSON FEIN/TAXPAYER ID: 416005255	101.203.2032100	301.33
MIRACLE RECREATION EQUIPMENT	717186	10/26/2011	ORDER 640992	101.44.6000.451.40047	970.43
MN DEPT OF COMMERCE	INV0003973	10/26/2011	MN ID#58278 FED ID 41-6005255	101.207.2070600	5.23
MN DEPT OF REVENUE	INV0003940	10/21/2011	STATE WITHHOLDING	101.203.2030300	16,323.04
MN DEPT OF REVENUE	INV0004163	10/31/2011	STATE WITHHOLDING	101.203.2030300	687.02
MN DEPT OF REVENUE	INV0004289	11/04/2011	STATE WITHHOLDING	101.203.2030300	16,262.67
MN DEPT OF REVENUE	INV0004406	11/08/2011	STATE WITHHOLDING	101.203.2030300	36.15
MN DEPT OF REVENUE	INV0004410	11/08/2011	STATE WITHHOLDING	101.203.2030300	26.35
MN LIFE INSURANCE CO	NOVEMBER 2011	10/26/2011	POLICY #0027324	101.45.3200.419.20620	30.53
MN LIFE INSURANCE CO	NOVEMBER 2011	10/26/2011	POLICY #0027324	101.42.4000.421.20620	521.38
MN LIFE INSURANCE CO	NOVEMBER 2011	10/26/2011	POLICY #0027324	101.41.1100.413.20620	75.50
MN LIFE INSURANCE CO	NOVEMBER 2011	10/26/2011	POLICY #0027324	101.43.5200.443.20620	52.53
MN LIFE INSURANCE CO	NOVEMBER 2011	10/26/2011	POLICY #0027324	101.45.3300.419.20620	59.40
MN LIFE INSURANCE CO	NOVEMBER 2011	10/26/2011	POLICY #0027324	101.45.3000.419.20620	30.16
MN LIFE INSURANCE CO	NOVEMBER 2011	10/26/2011	POLICY #0027324	101.41.2000.415.20620	87.80
MN LIFE INSURANCE CO	NOVEMBER 2011	10/26/2011	POLICY #0027324	101.203.2030900	1,826.28
MN LIFE INSURANCE CO	NOVEMBER 2011	10/26/2011	POLICY #0027324	101.43.5100.442.20620	123.04
MN LIFE INSURANCE CO	NOVEMBER 2011	10/26/2011	POLICY #0027324	101.43.5000.441.20620	21.61
MN LIFE INSURANCE CO	NOVEMBER 2011	10/26/2011	POLICY #0027324	101.44.6000.451.20620	94.29
MN LIFE INSURANCE CO	NOVEMBER 2011	10/26/2011	POLICY #0027324	101.42.4200.423.20620	41.08
MN NCPERS LIFE INSURANCE	10/26/11	10/26/2011	PREMIUM FOR MONTH OF 11/2011	101.203.2031600	352.00
MN POLLUTION CONTROL AGENCY	8800001396	11/02/2011	PROJECT 13163	101.45.3000.419.30600	250.00
MN SOCIETY OF PROF. ENGINEERS	3022795	11/02/2011	MEMBER DUES	101.43.5100.442.50070	190.00
MN VISITING NURSE AGENCY	24552	11/02/2011	ACCOUNT 165-001	101.41.1100.413.30500	24.00
NORTH COUNTRY INTERIORS	602201	10/26/2011	10/10/11 AND 10/11/11	101.45.3300.419.30700	268.63
NOVOPRINT USA, INC.	74978	11/09/2011	10/27/11	101.41.1100.413.50025	1,000.00
OLSEN FIRE PROTECTION, INC	21109021	10/26/2011	JOB 4006001	101.44.6000.451.50055	295.00
OPTUMHEALTH FINANCIAL SERVICES	INV0003933	10/21/2011	HSA ELECTION-SINGLE	101.203.2032500	2,037.31
OPTUMHEALTH FINANCIAL SERVICES	INV0003934	10/21/2011	HSA ELECTION-FAMILY	101.203.2032500	2,864.46
OPTUMHEALTH FINANCIAL SERVICES	151381	11/09/2011	OCTOBER 2011	101.45.3000.419.30550	13.30
OPTUMHEALTH FINANCIAL SERVICES	151381	11/09/2011	OCTOBER 2011	101.45.3300.419.30550	12.30
OPTUMHEALTH FINANCIAL SERVICES	151381	11/09/2011	OCTOBER 2011	101.44.6000.451.30550	5.03
OPTUMHEALTH FINANCIAL SERVICES	151381	11/09/2011	OCTOBER 2011	101.43.5000.441.30550	6.65
OPTUMHEALTH FINANCIAL SERVICES	151381	11/09/2011	OCTOBER 2011	101.43.5100.442.30550	28.75
OPTUMHEALTH FINANCIAL SERVICES	151381	11/09/2011	OCTOBER 2011	101.42.4000.421.30550	90.40
OPTUMHEALTH FINANCIAL SERVICES	151381	11/09/2011	OCTOBER 2011	101.42.4200.423.30550	28.91
OPTUMHEALTH FINANCIAL SERVICES	151381	11/09/2011	OCTOBER 2011	101.41.1100.413.30550	23.60
OPTUMHEALTH FINANCIAL SERVICES	INV0004279	11/04/2011	HSA ELECTION-SINGLE	101.203.2032500	2,037.31
OPTUMHEALTH FINANCIAL SERVICES	INV0004280	11/04/2011	HSA ELECTION-FAMILY	101.203.2032500	2,864.46
PATNAUDE, JOHN	10/19/11-10/22/11	11/02/2011	REIMBURSE-CONFERENCE EXPENSES	101.42.4200.423.50075	31.34
PATNAUDE, JOHN	10/19/11-10/22/11	11/02/2011	REIMBURSE-CONFERENCE EXPENSES	101.42.4200.423.50065	93.24
PEARL VALLEY ORGANIX, INC.	53201	11/09/2011	ORDER 83490	101.44.6000.451.40050	229.70
PEARL VALLEY ORGANIX, INC.	53201	11/09/2011	ORDER 83490	101.44.6000.451.60030	4,479.15
PEARL VALLEY ORGANIX, INC.	53202	11/09/2011	ORDER 83491	101.44.6000.451.60030	4,247.10
PEARL VALLEY ORGANIX, INC.	53202	11/09/2011	ORDER 83491	101.44.6000.451.40050	217.80
PEARL VALLEY ORGANIX, INC.	53209	11/09/2011	ORDER 83492	101.44.6000.451.60030	4,689.75
PEARL VALLEY ORGANIX, INC.	53209	11/09/2011	ORDER 83492	101.44.6000.451.40050	240.50
PEARL VALLEY ORGANIX, INC.	53210	11/08/2011	ORDER 83493	101.44.6000.451.40050	206.40
PEARL VALLEY ORGANIX, INC.	53210	11/08/2011	ORDER 83493	101.44.6000.451.60030	4,024.80
PERA	INV0003923	10/21/2011	EMPLOYER SHARE (EXTRA PERA)	101.203.2030600	2,471.03
PERA	INV0003925	10/21/2011	EMPLOYER SHARE (PERA COORDINATED PLAN)	101.203.2030600	15,535.24
PERA	INV0003926	10/21/2011	PERA COORDINATED PLAN	101.203.2030600	15,443.39
PERA	INV0003927	10/21/2011	EMPLOYER SHARE (PERA DEFINED PLAN)	101.203.2030600	44.23
PERA	INV0003928	10/21/2011	PERA DEFINED PLAN	101.203.2030600	44.23
PERA	INV0003929	10/21/2011	EMPLOYER SHARE (POLICE & FIRE PLAN)	101.203.2030600	13,451.74
PERA	INV0003930	10/21/2011	PERA POLICE & FIRE PLAN	101.203.2030600	8,967.82
PERA	INV0004156	10/31/2011	EMPLOYER SHARE (EXTRA PERA)	101.203.2030600	3.51
PERA	INV0004157	10/31/2011	EMPLOYER SHARE (PERA COORDINATED PLAN)	101.203.2030600	21.95
PERA	INV0004158	10/31/2011	PERA COORDINATED PLAN	101.203.2030600	21.95
PERA	INV0004269	11/04/2011	EMPLOYER SHARE (EXTRA PERA)	101.203.2030600	2,451.72

Vendor Name	Payable Number	Post Date	Item Description	Account Number	Amount
PERA	INV0004271	11/04/2011	EMPLOYER SHARE (PERA COORDINATED PLAN)	101.203.2030600	15,323.04
PERA	INV0004272	11/04/2011	PERA COORDINATED PLAN	101.203.2030600	15,323.04
PERA	INV0004273	11/04/2011	EMPLOYER SHARE (PERA DEFINED PLAN)	101.203.2030600	44.23
PERA	INV0004274	11/04/2011	PERA DEFINED PLAN	101.203.2030600	44.23
PERA	INV0004275	11/04/2011	EMPLOYER SHARE (POLICE & FIRE PLAN)	101.203.2030600	15,164.37
PERA	INV0004276	11/04/2011	PERA POLICE & FIRE PLAN	101.203.2030600	10,109.61
PERA	INV0004402	11/08/2011	EMPLOYER SHARE (EXTRA PERA)	101.203.2030600	6.12
PERA	INV0004403	11/08/2011	EMPLOYER SHARE (PERA COORDINATED PLAN)	101.203.2030600	38.25
PERA	INV0004404	11/08/2011	PERA COORDINATED PLAN	101.203.2030600	38.25
PETTY CASH	11/7/11	11/09/2011	NOTARY STAMP	101.41.1100.413.60065	19.70
PETTY CASH	11/7/11	11/09/2011	CAR WASH NICKY COOK	101.45.3300.419.40041	8.57
PETTY CASH	11/7/11	11/09/2011	POP/ICE AMY JANNETTO	101.41.1000.413.50075	11.51
PETTY CASH	11/7/11	11/09/2011	NOTARY FEE JENELLE TEPPEN	101.41.1100.413.60018	20.00
PRESTIGE ELECTRIC, INC.	85286	11/02/2011	10/18/11	101.42.4200.423.40040	100.00
RESCUEPAX, LLC	91	10/26/2011	10/4/11	101.42.4200.423.60040	2,095.00
RIVER HEIGHTS CHAMBER OF COMMERCE	1796	10/26/2011	MEMBERSHIP DUES 12/17/11-12/16/12	101.42.4000.421.50070	160.68
SAFETY MEETING OUTLINES, INC.	10/19/11	10/26/2011	10/19/11	101.45.3300.419.50030	160.00
SAM'S CLUB	10/23/11	11/02/2011	ACCOUNT 7715 0904 0133 4891	101.42.4200.423.60006	709.88
SAM'S CLUB	10/23/11	11/02/2011	ACCOUNT 7715 0904 0133 4891	101.42.4200.423.50070	210.00
SHARROW LIFTING PRODUCTS	44166	11/09/2011	ORDER 164619	101.44.6000.451.60040	914.17
SHERWIN-WILLIAMS	3642-5	11/09/2011	ACCOUNT 6682-5453-5	101.44.6000.451.60066	60.16
SHORT ELLIOTT HENDRICKSON, INC.	248863	11/02/2011	PROJECT 117543	101.43.5100.442.30300	183.26
SIMON'S APPLIANCE	63425	10/26/2011	ACCOUNT 6514502566	101.44.6000.451.40040	773.77
SIRCHIE FINGER PRINT LABORATORIES	0054031-IN	10/26/2011	ORDER 0598862	101.42.4000.421.60018	502.67
SIRCHIE FINGER PRINT LABORATORIES	0054257-IN	10/26/2011	ORDER 0599112	101.42.4000.421.60018	225.50
SOLBERG AGGREGATE CO	7300	11/02/2011	9/29/11	101.43.5200.443.60016	748.72
SOLBERG AGGREGATE CO	7279	11/02/2011	9/30/11	101.43.5200.443.60016	523.84
SOUTH EAST TOWING	175711	11/02/2011	70TH AND ROBERT	101.43.5200.443.40046	101.53
SOUTH ST PAUL STEEL SUPPLY CO	01120140	11/09/2011	10/21/11	101.44.6000.451.60065	136.27
SPECIALIZED ENVIRONMENTAL TECH INC	10285	11/09/2011	ACCOUNT 10984	101.44.6000.451.60016	245.81
SPRINT	378740559-012	11/02/2011	ACCOUNT 378740559	101.43.5100.442.50020	254.22
SPRINT	487383319-119	11/09/2011	ACCOUNT 487383319	101.44.6000.451.50020	254.88
SPRINT	573073317-119	11/09/2011	ACCOUNT 573073317	101.41.1100.413.50020	38.11
SPRINT	634573312-119	11/02/2011	ACCOUNT 634573312	101.45.3300.419.50020	198.06
SPRINT	166309819-047	11/02/2011	ACCOUNT 166309819	101.42.4000.421.50020	260.00
SPRINT	249383315-119	11/02/2011	ACCOUNT 249383315	101.43.5200.443.50020	287.35
SPRINT	266183728-085	11/02/2011	ACCOUNT 266183728	101.42.4200.423.50020	527.69
SPRINT	266948529-090	10/26/2011	ACCOUNT 266948529	101.42.4000.421.50020	730.65
SPRINT	603079272-001	11/09/2011	ACCOUNT 603079272	101.41.1100.413.50020	311.33
SPRINT	641378810-047	11/02/2011	ACCOUNT 641378810	101.42.4200.423.50020	39.99
SPRINT	378740559-013	11/09/2011	ACCOUNT 378740559	101.43.5100.442.50020	254.05
ST CROIX TREE SERVICE	67974	11/02/2011	9/30/11	101.43.5200.443.40046	371.93
ST. CROIX TREE SERVICE, INC.	68103	10/26/2011	10/10/11	101.44.6000.451.70501	299.25
STRAIGHT RIVER MEDIA	1256	11/09/2011	IGH NEWSLETTER NOV/DEC 2011	101.41.1100.413.50032	900.00
TEPPEN, JENELLE	10/31/11	11/02/2011	REIMBURSE-INSIGHTS ANNUAL RENEWAL MATERIALS	101.41.1100.413.50032	80.00
TIMESAVER OFF SITE SECRETARIAL INC	M18673	10/26/2011	10/12/11	101.41.1100.413.30700	200.50
TIMESAVER OFF SITE SECRETARIAL INC	M18704	11/09/2011	10/21 MEETING	101.41.1100.413.30700	315.00
TOTAL CONSTRUCTION & EQUIP.	51632	10/26/2011	CIT001	101.44.6000.451.40040	218.06
TRACTOR SUPPLY CREDIT PLAN	52065	10/26/2011	10/14/11	101.44.6000.451.40040	19.28
TRACTOR SUPPLY CREDIT PLAN	52977	11/09/2011	STORE 199	101.43.5200.443.60016	48.01
TRENCHERS PLUS, INC.	IT73805	10/26/2011	10/11/11	101.44.6000.451.40050	103.43
TRENCHERS PLUS, INC.	IT73818	10/26/2011	10/12/11	101.44.6000.451.40050	103.43
TWIN CITIES OCCUPATIONAL HEALTH PC	101841446	10/26/2011	ACCOUNT N26-1251001589 TAX ID 20-4272707	101.41.1100.413.30500	515.00
TWIN CITIES OCCUPATIONAL HEALTH PC	101843909	11/02/2011	SERVICES AT TWC-PILOT KNOB	101.41.1100.413.30500	105.00
U OF M - CCE REGISTRATION	11/1/11	11/09/2011	MPWA FALL CONFERENCE SCOTT THUREEN	101.43.5000.441.50080	235.00
UNITED WAY	INV0003938	10/21/2011	UNITED WAY	101.203.2031300	230.00
UNITED WAY	INV0004287	11/04/2011	UNITED WAY	101.203.2031300	230.00
UNIVERSITY NATIONAL BANK	INV0003924	10/21/2011	STEVE HER FILE #62-CV-07-3401	101.203.2031900	395.48
UNIVERSITY NATIONAL BANK	INV0004270	11/04/2011	STEVE HER FILE #62-CV-07-3401	101.203.2031900	435.18
URBAN LAND INSTITUTE	1338238	10/26/2011	MEMBERSHIP DUES	101.45.3000.419.50070	225.00
VANDERHEYDEN LAW OFFICE, P.A.	INV0003887	10/21/2011	BRIAN HENDEL FILE #62-CV-08-11330	101.203.2031900	378.79
VANDERHEYDEN LAW OFFICE, P.A.	INV0004233	11/04/2011	BRIAN HENDEL FILE #62-CV-08-11330	101.203.2031900	365.09
WAL-MART BUSINESS	10/22/11	11/09/2011	ACCOUNT 6032 3036 3025 7113	101.42.4000.421.60065	15.70
WEBER, JOE	10/16/11	10/26/2011	REIMBURSE-WALMART	101.42.4200.423.60006	95.05
WEBER, JOE	10/20/11	11/02/2011	REIMBURSE-CONFERENCE EXPENSES	101.42.4200.423.50065	94.35
WEBER, JOE	10/20/11	11/02/2011	REIMBURSE-CONFERENCE EXPENSES	101.42.4200.423.50075	53.91
WHAT WORKS INC	IGH11-04	10/26/2011	10/12/11	101.41.1100.413.30700	1,235.00
WSB & ASSOCIATES, INC.	12-3	10/26/2011	PROJECT 01702-150	101.43.5100.442.30300	448.00
XCEL ENERGY	299708130	10/26/2011	392136146	101.42.4000.421.40042	11.12
XCEL ENERGY	299708130	10/26/2011	392136511	101.42.4000.421.40042	11.12
XCEL ENERGY	299708130	10/26/2011	3921365277	101.42.4000.421.40042	10.37
XCEL ENERGY	299708130	10/26/2011	392136357	101.42.4000.421.40042	8.15
XCEL ENERGY	299708604	10/26/2011	198681192	101.44.6000.451.40010	26.72
XCEL ENERGY	299708604	10/26/2011	198681946	101.44.6000.451.40010	29.31
XCEL ENERGY	299708604	10/26/2011	392228680	101.44.6000.451.40020	11.65
XCEL ENERGY	299708604	10/26/2011	AMT NOT PAID LAST INVOICE	101.44.6000.451.40020	19.11
XCEL ENERGY	299708604	10/26/2011	392228653	101.44.6000.451.40020	24.26
XCEL ENERGY	299708604	10/26/2011	392226814	101.44.6000.451.40020	780.75
XCEL ENERGY	299708604	10/26/2011	392228612	101.44.6000.451.40020	49.70
XCEL ENERGY	299708604	10/26/2011	392228632	101.44.6000.451.40020	28.86
XCEL ENERGY	299708604	10/26/2011	392227942	101.44.6000.451.40020	152.26
XCEL ENERGY	299708604	10/26/2011	392228691	101.44.6000.451.40020	239.62
XCEL ENERGY	299708604	10/26/2011	392227358	101.44.6000.451.40020	68.77
XCEL ENERGY	299708604	10/26/2011	392228641	101.44.6000.451.40020	24.26
XCEL ENERGY	299708604	10/26/2011	392227812	101.44.6000.451.40020	10.18
XCEL ENERGY	299708604	10/26/2011	392228671	101.44.6000.451.40020	7.48
XCEL ENERGY	299708604	10/26/2011	198680874	101.44.6000.451.40010	26.72
XCEL ENERGY	299708604	10/26/2011	198680533	101.44.6000.451.40010	26.72

Vendor Name	Payable Number	Post Date	Item Description	Account Number	Amount
XCEL ENERGY	299708604	10/26/2011	AMT NOT PAID LAST INVOICE	101.44.6000.451.40010	19.11
XCEL ENERGY	299708604	10/26/2011	392227059	101.44.6000.451.40020	126.40
XCEL ENERGY	299708604	10/26/2011	198681013	101.44.6000.451.40010	26.72
XCEL ENERGY	301085447	11/02/2011	393761698	101.43.5400.445.40020	34.56
XCEL ENERGY	301121559	11/02/2011	393802056	101.43.5400.445.40020	34.63
XCEL ENERGY	301138194	11/02/2011	393792902	101.43.5400.445.40020	377.33
XCEL ENERGY	301265372	11/02/2011	393957047	101.43.5400.445.40020	35.51
XCEL ENERGY	301814174	11/09/2011	394597762	101.43.5400.445.40020	70.58
XCEL ENERGY	301814174	11/09/2011	3945962203-7	101.43.5400.445.40020	11.82
XCEL ENERGY	301832427	11/09/2011	394611415	101.43.5400.445.40020	111.25
ZOYA, KENT	10/15/11	11/02/2011	REIMBURSE-WALMART	101.42.4200.423.60065	33.03
Fund: 101 - GENERAL FUND					531,760.63
ENSEMBLE CREATIVE & MARKETING	IGH09302011	11/02/2011	SEPTEMBER 30, 2011	201.44.1600.465.50025	1,500.00
MN ASSOC OF CONVENTION & VISITORS	20112012	11/02/2011	ACCOUNT 5477	201.44.1600.465.50070	355.00
RIVER HEIGHTS CHAMBER OF COMMERCE	1816	11/09/2011	SERVICES FOR OCTOBER 2011	201.44.1600.465.30700	1,592.50
RIVER HEIGHTS CHAMBER OF COMMERCE	1816	11/09/2011	SERVICES FOR OCTOBER 2011	201.44.1600.465.40065	200.00
TOUR MINNESOTA ASSOCIATION	10/25/11	11/02/2011	NOVEMBER 9, 2011 TMA MEETING	201.44.1600.465.50080	12.00
Fund: 201 - C.V.B. FUND					3,659.50
COMMUNITY EDUCATION	11/1/11	11/09/2011	EAGLE CENTER TRIP AND NEW PRAGUE LUNCH	204.227.2271000	1,740.00
IGH SCHOOL DISTRICT 199	1272	11/09/2011	PERMIT #1109-0163	204.44.6100.452.40065	710.00
IGH SENIOR CENTER	11/1/11	11/09/2011	OCTOBER 2011 MEMBERSHIPS/SHERWIN LINTON LUNCH	204.227.2271000	1,744.00
MAXIMUM SOLUTIONS	12357	11/09/2011	11/1/11	204.44.6100.452.40044	1,951.12
MN LIFE INSURANCE CO	NOVEMBER 2011	10/26/2011	POLICY #0027324	204.44.6100.452.20620	72.11
MRPA	11/2/11	11/09/2011	CO-REC AND WOMANS VOLLEYBALL SANCTIONING FEE	204.44.6100.452.50070	102.00
MRPA	11/2/11	11/09/2011	CO-REC AND WOMANS VOLLEYBALL SANCTIONING FEE	204.44.6100.452.50070	119.00
OFFICE DEPOT	10/17/11	11/09/2011	ACCOUNT 6011 5685 1008 8883	204.44.6100.452.60010	6.06
OPTUMHEALTH FINANCIAL SERVICES	151381	11/09/2011	OCTOBER 2011	204.44.6100.452.30550	13.09
ORIENTAL TRADING COMPANY, INC.	647209857-01	11/09/2011	ACCOUNT 20867186	204.44.6100.452.60009	91.09
PETTY CASH	11/7/11	11/09/2011	SUPPLIES FOR VB NICK THOMPSON	204.44.6100.452.60009	8.56
SAM'S CLUB	10/23/11 RECREATION	11/09/2011	5341	204.44.6100.452.60009	7.33
SAM'S CLUB	10/23/11 RECREATION	11/09/2011	8967	204.44.6100.452.60009	22.62
SAM'S CLUB	10/23/11 RECREATION	11/09/2011	6550	204.44.6100.452.60009	8.95
SAM'S CLUB	10/23/11 RECREATION	11/09/2011	6550	204.44.6100.452.60009	9.60
SAM'S CLUB	10/23/11 RECREATION	11/09/2011	3162	204.44.6100.452.60009	21.39
SAM'S CLUB	10/23/11 RECREATION	11/09/2011	8967	204.44.6100.452.60009	31.88
SAM'S CLUB	10/23/11 RECREATION	11/09/2011	4470	204.44.6100.452.60009	105.18
SAM'S CLUB	10/23/11 RECREATION	11/09/2011	795	204.44.6100.452.60009	68.12
SAM'S CLUB	10/23/11 VMCC	11/09/2011	5560	204.44.6100.452.60009	8.65
SAVE A LIFE	2813	10/26/2011	9/18/11	204.44.6100.452.30700	150.00
SKY ZONE INDOOR TRAMPOLINE PARK	3,829	11/09/2011	RENTAL 10/21/11 12-1:30 P.M.	204.44.6100.452.50090	200.00
SORDAHL, MELISSA	10/31/11	11/09/2011	PROGRAM REFUND-SCHEDULE CONFLICT	204.44.0000.3470000	38.00
SPRINT	302193319-119	11/02/2011	ACCOUNT 302193319	204.44.6100.452.50020	90.68
TARGET BANK	10/18/11	11/09/2011	ACCOUNT ID 00028954117	204.44.6100.452.60009	38.71
THOMPSON, NICK	10/6/11	10/26/2011	REIMBURSE-OFFICE MAX	204.44.6100.452.60009	23.91
TWIN CITY TRUCK & VAN RENTAL INC	12419	11/09/2011	10/21/11	204.44.6100.452.40050	118.26
Fund: 204 - RECREATION FUND					7,500.31
2ND WIND EXERCISE, INC.	021031013	10/26/2011	9/23/11	205.44.6200.453.40042	48.09
ACE PAINT & HARDWARE	509176/5	11/09/2011	10/25/11	205.44.6200.453.60016	7.45
AMERICAN RED CROSS - MINNESOTA	12-91086	10/26/2011	ACCT 11-60008	205.44.6200.453.50070	76.00
APEC	117199	10/26/2011	10/12/11	205.44.6200.453.60016	92.66
APEC	117199	10/26/2011	10/12/11	205.44.6200.453.60016	319.87
BECKER ARENA PRODUCTS, INC.	00086178	11/09/2011	ORDER 00116361	205.44.6200.453.40040	887.06
BLUE CROSS BLUE SHIELD	10/20/11	10/26/2011	REFUND FOR 10/20/11 ROOM RENTAL	205.207.2070300	4.00
BLUE CROSS BLUE SHIELD	10/20/11	10/26/2011	REFUND FOR 10/20/11 ROOM RENTAL	205.44.0000.3492500	56.00
CARLSON, ERIC	10/27/11	11/09/2011	REIMBURSE-DRI-DEK	205.44.6200.453.40040	226.96
COCA COLA BOTTLING COMPANY	0148481315	11/09/2011	10/6/11	205.44.6200.453.60065	68.00
COCA COLA BOTTLING COMPANY	0148481315	11/09/2011	10/6/11	205.44.6200.453.76100	436.70
COMCAST	10/12/11	11/09/2011	ACCOUNT 8772 10 591 0127188	205.44.6200.453.50070	261.64
CRAWFORD DOOR SALES COMPANY	4106	11/09/2011	CUSTOMER 4840	205.44.6200.453.40040	2,243.02
ECSI SYSTEM INTEGRATORS	8122	10/26/2011	10/11/11	205.44.6200.453.40040	596.84
FERRELLGAS	5000505009	11/09/2011	ACCOUNT 7757735	205.44.6200.453.60021	265.30
GARTNER REFRIGERATION & MFG, INC	38038	10/26/2011	JOB X3375	205.44.6200.453.40040	438.00
GARTNER REFRIGERATION & MFG, INC	13336	11/09/2011	JOB S3375	205.44.6200.453.40040	1,897.00
GRAINGER	9655525773	10/26/2011	ACCOUNT 806460150	205.44.6200.453.60016	36.23
GRAINGER	9656447993	11/09/2011	ACCOUNT 806460150	205.44.6200.453.40040	1,048.01
GRAINGER	9656448009	10/26/2011	ACCOUNT 806460150	205.44.6200.453.40040	291.26
GRAINGER	9656448017	10/10/2011	ACCOUNT 806460150	205.44.6200.453.60016	(888.72)
GRAINGER	9659986559	10/26/2011	ACCOUNT 806460150	205.44.6200.453.60016	19.77
HARRIS MECHANICAL	FINAL PAYMENT	11/14/2011	SPLASH POOL EXCHANGER REPLACEMENT FINAL PAYMENT	205.44.6200.453.80200	355,667.00
HAWKINS, INC.	3277100R1	11/09/2011	ORDER 1523907	205.44.6200.453.60024	2,644.64
HILLYARD INC	6970334	11/09/2011	CUSTOMER 274069	205.44.6200.453.60011	353.98
HOME DEPOT CREDIT SERVICES	10/13/11-3	11/02/2011	ACCOUNT 6035 3220 1712 8343	205.44.6200.453.40040	154.47
HUEBSCH SERVICES	2786648	11/09/2011	92965	205.44.6200.453.40040	106.11
KIMBALL MIDWEST	2149002	10/26/2011	ORDER 52442211	205.44.6200.453.60012	70.19
KIMBALL MIDWEST	2149002	10/26/2011	ORDER 52442211	205.44.6200.453.60012	70.20
MAXIMUM SOLUTIONS	12357	11/09/2011	11/1/11	205.44.6200.453.40044	1,951.13
MILL CITY SIGN LLC	12087	11/09/2011	2 WEEK SIGN RENTAL	205.44.6200.453.50025	138.94
MN DEPT OF LABOR & INDUSTRY	ABR031779I	10/26/2011	CUSTOMER NO 0000093055	205.44.6200.453.50070	80.00
MN LIFE INSURANCE CO	NOVEMBER 2011	10/26/2011	POLICY #0027324	205.44.6200.453.20620	12.21
MN LIFE INSURANCE CO	NOVEMBER 2011	10/26/2011	POLICY #0027324	205.44.6200.453.20620	25.25
MN LIFE INSURANCE CO	NOVEMBER 2011	10/26/2011	POLICY #0027324	205.44.6200.453.20620	29.21
MN LIFE INSURANCE CO	NOVEMBER 2011	10/26/2011	POLICY #0027324	205.44.6200.453.20620	25.25
MN LIFE INSURANCE CO	NOVEMBER 2011	10/26/2011	POLICY #0027324	205.44.6200.453.20620	12.21
NAC MECHANICAL & ELECTRICAL SERVICE	76949	10/26/2011	ORDER 148760	205.44.6200.453.40040	719.00
NAC MECHANICAL & ELECTRICAL SERVICE	6945-01	10/26/2011	JOB 6945-JL	205.44.6200.453.40040	13,476.72
OFFICE DEPOT	10/17/11	11/09/2011	ACCOUNT 6011 5685 1008 8883	205.44.6200.453.60040	15.16

Vendor Name	Payable Number	Post Date	Item Description	Account Number	Amount
OPTUMHEALTH FINANCIAL SERVICES	151381	11/09/2011	OCTOBER 2011	205.44.6200.453.30550	5.65
OPTUMHEALTH FINANCIAL SERVICES	151381	11/09/2011	OCTOBER 2011	205.44.6200.453.30550	5.65
OPTUMHEALTH FINANCIAL SERVICES	151381	11/09/2011	OCTOBER 2011	205.44.6200.453.30550	28.23
OPTUMHEALTH FINANCIAL SERVICES	151381	11/09/2011	OCTOBER 2011	205.44.6200.453.30550	5.65
ORIENTAL TRADING COMPANY, INC.	647209857-01	11/09/2011	ACCOUNT 20867186	205.44.6200.453.60065	27.50
PETTY CASH	11/7/11	11/09/2011	DESKTOP ORGANIZER AMY CRARY	205.44.6200.453.60065	1.30
PETTY CASH	11/7/11	11/09/2011	SUPPLIES FOR ZUMBA EVENT AMY CRARY	205.44.6200.453.60065	20.00
R & R SPECIALTIES OF WI, INC.	0048578-IN	11/09/2011	10/26/11	205.44.6200.453.40042	33.50
R & R SPECIALTIES OF WI, INC.	0048586-IN	11/09/2011	ORDER 0156947	205.44.6200.453.40042	93.41
ROACH, RICK	10/3/11-10/25/11	11/09/2011	REIMBURSE-MILEAGE	205.44.6200.453.50065	44.26
ROACH, RICK	10/3/11-10/25/11	11/09/2011	REIMBURSE-MILEAGE	205.44.6200.453.50065	3.19
SAM'S CLUB	10/23/11 RECREATION	11/09/2011	8390	205.44.6200.453.60065	4.80
SAM'S CLUB	10/23/11 VMCC	11/09/2011	5560	205.44.6200.453.60065	10.18
SAM'S CLUB	10/23/11 VMCC	11/09/2011	5560	205.44.6200.453.60065	56.62
SAM'S CLUB	10/23/11 VMCC	11/09/2011	5560	205.44.6200.453.60065	66.10
SAM'S CLUB	10/23/11 VMCC	11/09/2011	5560	205.44.6200.453.76100	34.07
SAM'S CLUB	10/23/11 VMCC	11/09/2011	7184	205.44.6200.453.60016	29.17
SAM'S CLUB	10/23/11 VMCC	11/09/2011	5560	205.44.6200.453.76050	12.83
SAM'S CLUB	10/23/11 VMCC	11/09/2011	6111	205.44.6200.453.60040	6.36
SAM'S CLUB	10/23/11 VMCC	11/09/2011	7184	205.44.6200.453.60016	29.17
SAM'S CLUB	10/23/11 VMCC	11/09/2011	3188	205.44.6200.453.60016	6.07
SPRINT	573073317-119	11/09/2011	ACCOUNT 573073317	205.44.6200.453.50020	151.07
SPRINT	573073317-119	11/09/2011	ACCOUNT 573073317	205.44.6200.453.50020	75.22
SPRINT	573073317-119	11/09/2011	ACCOUNT 573073317	205.44.6200.453.50020	75.21
SPRINT	573073317-119	11/09/2011	ACCOUNT 573073317	205.44.6200.453.50020	21.49
SPRUNG SERVICES	60554	11/09/2011	10/31/11	205.44.6200.453.40040	630.50
SUSAN G. KOMEN	10/25/11	11/09/2011	HOSTED BY AMY CRARY "REWRITTEN CHECK 109114"	205.44.6200.453.60065	511.00
UNITED LABORATORIES	27343	11/09/2011	ORDER E17213	205.44.6200.453.60011	267.17
UNITED LABORATORIES	27343	11/09/2011	ORDER E17213	205.44.6200.453.60011	267.17
VANCO SERVICES LLC	00004823585	11/09/2011	CLIED ID ES12073	205.44.6200.453.70600	87.00
ZIEGLER INC	SW100123348	11/09/2011	ACCOUNT 4069900	205.44.6200.453.40042	718.26
ZIEGLER INC	SW100123348	11/09/2011	ACCOUNT 4069900	205.44.6200.453.40042	718.26
Fund: 205 - COMMUNITY CENTER					388,028.87
BRAUN INTERTEC CORPORATION	340034	11/09/2011	PROJECT BL-04-03519	402.44.6000.451.30700	1,422.10
BRAUN INTERTEC CORPORATION	342094	11/09/2011	PROJECT BL-09-03906C	402.44.6000.451.30700	288.00
Fund: 402 - PARK ACQ. & DEV. FUND					1,710.10
METZEN APPRAISALS	10/5/11	11/02/2011	RE-CERTIFICATION OF THE BENEFIT ANALYSIS REPORTS	420.72.5900.720.30700	500.00
SRF CONSULTING GROUP, INC	07255.00-12	10/26/2011	TH 52/117TH AVE COST ALLOCATIO ANALYSIS	420.72.5900.720.30300	1,039.01
Fund: 420 - 2000 IMPROVEMENT FUND					1,539.01
BRAUN INTERTEC CORPORATION	338801	10/26/2011	MCPHILLIPS PROJECT BL-10-00834C	425.72.5900.725.30300	1,803.28
EMMONS & OLIVIER RESOURCES	00095-0023-19	10/26/2011	AUGUST 1, 2011 TO AUGUST 31, 2011	425.72.5900.725.30300	230.46
Fund: 425 - 2005 IMPROVEMENT FUND					2,033.74
AMERICAN ENGINEERING TESTING, INC.	52526	10/26/2011	PROJECT 22-00949	427.72.5900.727.30340	303.50
GORMAN SURVEYING, INC	7542	11/09/2011	10/28/11	427.72.5900.727.30320	1,755.50
KIMLEY-HORN & ASSOCIATES, INC.	4465867	10/26/2011	PROJECT 160509007.2	427.72.5900.727.30300	1,192.50
Fund: 427 - 2007 IMPROVEMENT FUND					3,251.50
GOLDCOM, INC.	125558	11/09/2011	ORDER 120249	428.72.5900.728.80610	284.85
HENRICKSEN PSG	482493	11/09/2011	ORDER 81050466	428.72.5900.728.80500	19,240.91
INTEREUM INC	363612	11/02/2011	PROPOSAL 252956	428.72.5900.728.80500	3,382.49
PARAMETERS LTD	38817	11/02/2011	ACCOUNT 002102	428.72.5900.728.80500	10,086.95
Fund: 428 - 2008 IMPROVEMENT FUND					32,995.20
EMMONS & OLIVIER RESOURCES	00095-0027-8	10/26/2011	SEPTEMBER 1, 2011 TO SETPEMBER 30, 2011	429.72.5900.729.30300	1,909.18
RIVARD STONE, INC.	73970	11/09/2011	SWING BRIDGE	429.72.5900.729.70600	322.77
Fund: 429 - 2009 IMPROVEMENT FUND					2,231.95
GARTZKE CONSTRUCTION INC	FINAL PAY VO. NO. 1	11/09/2011	CITY PROJECT NO. 2010-13	430.73.5900.730.40066	36,676.30
KIMLEY-HORN & ASSOCIATES, INC.	4465868	10/26/2011	PROJECT 160509016.3	430.73.5900.730.30300	1,131.52
Fund: 430 - 2010 IMPROVEMENT FUND					37,807.82
SCHERFF INC	PAY VO. NO. 1	11/09/2011	CITY PROJECT NO. 2011-16	431.73.5900.731.40066	27,975.00
SHORT ELLIOTT HENDRICKSON, INC.	249139	11/02/2011	PROJECT 2011-08	431.73.5900.731.30300	170.38
Fund: 431 - 2011 IMPROVEMENT FUND					28,145.38
ACE BLACKTOP, INC.	FINAL PAY VO. NO. 4	11/09/2011	CITY PROJECT NO. 2010-09I	440.74.5900.740.80300	23,204.94
AGASSIZ SEED & SUPPLY	INV043015	10/26/2011	CUSTOMER CITYO055077	440.74.5900.740.60065	188.00
AMERICAN ENGINEERING TESTING, INC.	52525	10/26/2011	PROJECT 22-00856	440.74.5900.740.30340	1,087.30
BRAUN INTERTEC CORPORATION	341301	10/26/2011	PROJECT BL-09-04592A	440.74.5900.740.30340	2,308.00
DAKOTA CTY SOIL & WATER	2188	11/09/2011	JULY-SEPTEMBER 2011	440.74.5900.740.30300	8,092.50
FAHRNER ASPHALT SEALERS LLC	FINAL PAY VO. NO. 2	11/09/2011	CITY PROJECT NO. 2011-09A	440.74.5900.740.40046	21,649.85
GERTENS	239651	11/02/2011	ORDER 11395	440.74.5900.740.60065	30.43
GORMAN SURVEYING, INC	7516	10/26/2011	PROJECT 11-026	440.74.5900.740.30320	4,979.00
GORMAN SURVEYING, INC	7535	10/26/2011	PROJECT 11-026	440.74.5900.740.30320	722.50
GORMAN SURVEYING, INC	7545	11/09/2011	PROJECT 11-026	440.74.5900.740.30320	1,472.25
KIMLEY-HORN & ASSOCIATES, INC.	4578911	10/26/2011	PROJECT 160509018.3	440.74.5900.740.30300	4,555.35
LANDSCAPE ALTERNATIVES, INC	00003158	10/26/2011	2011-09D	440.74.5900.740.60065	598.04
SRF CONSULTING GROUP, INC	07514.00-3	10/26/2011	CITY PROJECT NO. 2010-09F	440.74.5900.740.30300	4,278.50
Fund: 440 - PAVEMENT MANAGEMENT PROJ					73,166.66
EAGAN, CITY OF	9/30/11	10/26/2011	STORM WATER	441.207.2070500	2,208.60
Fund: 441 - STORM WATER MANAGEMENT					2,208.60
GREAT RIVER GREENING	1903	11/09/2011	INVERGROVE	444.74.5900.744.40047	1,360.00
Fund: 444 - PARKS MTCE & REPLACEMENT					1,360.00
BOLTON & MENK, INC.	0142937	11/09/2011	PROJECT NO T16.021855	446.74.5900.746.30300	295.00
EMMONS & OLIVIER RESOURCES	00095-0027-8	10/26/2011	SEPTEMBER 1, 2011 TO SETPEMBER 30, 2011	446.74.5900.746.30300	1,909.18

Vendor Name	Payable Number	Post Date	Item Description	Account Number	Amount
Fund: 446 - NW AREA					2,204.18
KENNEDY & GRAVEN	NV125-00013	11/02/2011	FINE ASSOCIATES REDEVELOPMENT PROJECT	453.57.9000.570.30420	2,352.00
Fund: 453 - SE QUADRANT TIF DIST 4-1					2,352.00
ACE PAINT & HARDWARE	507742/5	10/26/2011	7/8/11	501.50.7100.512.60016	4.69
ACE PAINT & HARDWARE	507787/5	10/26/2011	7/12/11	501.50.7100.512.60016	22.42
ACE PAINT & HARDWARE	507938/5	10/26/2011	7/22/11	501.50.7100.512.60016	14.95
AUTOMATIC SYSTEMS CO	21916 S	10/26/2011	JOB 200011	501.50.7100.512.40042	274.63
BATTERIES PLUS	030-543572	10/26/2011	10/20/11	501.50.7100.512.60016	62.85
BATTERIES PLUS-WSP	030-543572	11/09/2011	STATION 030-02	501.50.7100.512.60016	62.85
DAKOTA ELECTRIC ASSN	10/27/11	11/09/2011	ACCOUNT 214831-0	501.50.7100.512.40020	11.14
DANNER LANDSCAPING	8447	11/09/2011	10/25/11 PICK UP	501.50.7100.512.60016	109.01
EAGAN, CITY OF	JULY 2011	10/26/2011	ACCOUNT 17032-12787	501.50.7100.512.40005	5,899.23
EAGAN, CITY OF	7/31/11	10/26/2011	MONTH JULY 2011	501.50.7100.512.40005	55.80
EAGAN, CITY OF	AUGUST 2011	10/26/2011	ACCOUNT 17032-12787	501.50.7100.512.40005	5,047.15
EAGAN, CITY OF	8/31/11	10/26/2011	MONTH AUGUST 2011	501.50.7100.512.40005	46.98
EAGAN, CITY OF	SEPTEMBER 2011	10/26/2011	ACCOUNT 17032-12787	501.50.7100.512.40005	5,138.51
EAGAN, CITY OF	9/30/11	10/26/2011	WATER	501.50.7100.512.40005	60,390.27
EAGAN, CITY OF	9/30/11-2	10/26/2011	MONTH OF SEPTEMBER 2011	501.50.7100.512.40005	50.76
GOODIN COMPANY	02899687-00	11/09/2011	10/26/11	501.50.7100.512.60016	188.11
HAWKINS, INC.	3274204 RI	11/02/2011	ORDER 1519912 SO	501.50.7100.512.60019	570.31
HAWKINS, INC.	3276189	11/09/2011	ORDER 1523485 SL	501.50.7100.512.60019	6,168.70
HOME DEPOT CREDIT SERVICES	10/13/11	10/26/2011	ACCOUNT 6035322502691268	501.50.7100.512.60016	72.58
JRK SEED & TURF SUPPLY	2491	10/26/2011	10/12/11	501.50.7100.512.60016	59.32
MN LIFE INSURANCE CO	NOVEMBER 2011	10/26/2011	POLICY #0027324	501.50.7100.512.20620	55.67
OPTUMHEALTH FINANCIAL SERVICES	151381	11/09/2011	OCTOBER 2011	501.50.7100.512.30550	21.36
SIMON'S APPLIANCE	63425	10/26/2011	ACCOUNT 6514502566	501.50.7100.512.60016	773.78
SPRINT	842483314-119	10/26/2011	ACCOUNT 842483314	501.50.7100.512.50020	340.25
TKDA	002011003062	11/02/2011	PROJECT 0014026.007	501.50.7100.512.30700	2,576.93
UPS	0000V4650V411	10/26/2011	10/8/11	501.50.7100.512.50035	31.61
Fund: 501 - WATER UTILITY FUND					88,049.86
EAGAN, CITY OF	JULY 2011	10/26/2011	ACCOUNT 17032-12787	502.51.7200.514.40015	5,984.58
EAGAN, CITY OF	7/31/11	10/26/2011	MONTH JULY 2011	502.51.7200.514.40015	103.91
EAGAN, CITY OF	AUGUST 2011	10/26/2011	ACCOUNT 17032-12787	502.51.7200.514.40015	5,984.58
EAGAN, CITY OF	8/31/11	10/26/2011	MONTH AUGUST 2011	502.51.7200.514.40015	85.95
EAGAN, CITY OF	SEPTEMBER 2011	10/26/2011	ACCOUNT 17032-12787	502.51.7200.514.40015	5,984.58
EAGAN, CITY OF	9/30/11	10/26/2011	SEWER	502.51.7200.514.40015	22,108.14
EAGAN, CITY OF	9/30/11-2	10/26/2011	MONTH OF SEPTEMBER 2011	502.51.7200.514.40015	93.65
FLEXIBLE PIPE TOOL COMPANY	14715	11/02/2011	10/19/11	502.51.7200.514.60016	192.56
MN LIFE INSURANCE CO	NOVEMBER 2011	10/26/2011	POLICY #0027324	502.51.7200.514.20620	35.99
OPTUMHEALTH FINANCIAL SERVICES	151381	11/09/2011	OCTOBER 2011	502.51.7200.514.30550	13.54
Fund: 502 - SEWER UTILITY FUND					40,587.48
ACE PAINT & HARDWARE	509123/5	10/26/2011	10/20/11	503.52.8600.527.60012	10.67
ARCTIC GLACIER, INC.	381128701	10/26/2011	10/14/11	503.52.8300.524.60065	133.48
ARCTIC GLACIER, INC.	438129500	10/26/2011	10/22/11	503.52.8300.524.60065	34.12
ARCTIC GLACIER, INC.	388130200	11/09/2011	10/29/11	503.52.8300.524.60065	56.20
CHECKPOINT SYSTEMS INC	900794434	11/09/2011	CUSTOMER 64035	503.52.8500.526.50055	250.00
COCA COLA BOTTLING COMPANY	0148481707	10/26/2011	10/13/11	503.52.8300.524.76100	327.19
COLLEGE CITY BEVERAGE	267235	10/26/2011	CUSTOMER 06	503.52.8300.524.76150	197.90
COVERALL OF THE TWIN CITIES INC	7070171146	11/09/2011	ACCOUNT 707-2469	503.52.8500.526.40040	1,124.81
DAKOTA ELECTRIC ASSN	10/27/11-2	11/09/2011	ACCOUNT 201360-5	503.52.8600.527.40020	170.46
DEX MEDIA EAST	10/20/11	11/09/2011	ACCOUNT 110360619	503.52.8500.526.50025	106.38
G & K SERVICES	1182406263	10/26/2011	10/17/11	503.52.8600.527.60045	109.63
G & K SERVICES	1182417195	11/02/2011	10/24/11	503.52.8600.527.60045	123.77
G & K SERVICES	1182428127	11/09/2011	PO NUMBER 17194	503.52.8600.527.40020	129.69
GEMPLER'S INC.	1018016112	11/09/2011	ORDER SC08891506	503.52.8600.527.60065	139.91
GERTENS	239935	11/02/2011	10/21/11	503.52.8600.527.60030	88.14
GERTENS	11/2/11	11/09/2011	CUSTOMER 100464	503.52.8600.527.60020	21.37
GRANDMA'S BAKERY	172921	10/26/2011	10/13/11	503.52.8300.524.76050	30.14
GRANDMA'S BAKERY	173189	10/26/2011	10/14/11	503.52.8300.524.76050	32.63
GRANDMA'S BAKERY	173486	10/26/2011	10/15/11	503.52.8300.524.76050	30.17
GRANDMA'S BAKERY	173735	10/26/2011	10/16/11	503.52.8300.524.76050	23.94
GRANDMA'S BAKERY	174233	10/26/2011	10/18/11	503.52.8300.524.76050	23.95
GRANDMA'S BAKERY	174530	10/26/2011	10/19/11	503.52.8300.524.76050	18.24
GRANDMA'S BAKERY	174799	10/26/2011	10/20/11	503.52.8300.524.76050	15.35
GRANDMA'S BAKERY	175095	10/26/2011	10/21/11	503.52.8300.524.76050	21.03
GRANDMA'S BAKERY	175373	10/26/2011	10/22/11	503.52.8300.524.76050	23.62
GRANDMA'S BAKERY	175644	10/26/2011	10/23/11	503.52.8300.524.76050	26.53
GRANDMA'S BAKERY	175869	10/26/2011	10/24/11	503.52.8300.524.76050	18.23
GRANDMA'S BAKERY	176149	11/02/2011	10/25/11	503.52.8300.524.76050	18.25
GRANDMA'S BAKERY	176713	11/09/2011	10/27/11	503.52.8300.524.76050	18.11
GRANDMA'S BAKERY	177310	11/09/2011	10/29/11	503.52.8300.524.76050	21.10
GRANDMA'S BAKERY	177583	11/09/2011	10/30/11	503.52.8300.524.76050	18.27
GRANDMA'S BAKERY	177851	11/09/2011	10/31/11	503.52.8300.524.76050	18.25
GRANDMA'S BAKERY	178128	11/09/2011	11/1/11	503.52.8300.524.76050	18.25
KENNEDY & GRAVEN	NV125-00004	11/02/2011	GENERAL MATTERS 1998 ET SEQ	503.52.8500.526.30440	430.50
LAKE ELMO SOD FARM, LLC	13624	10/26/2011	10/18/11	503.52.8600.527.60020	265.13
LAWSON PRODUCTS, INC.	9300206617	11/09/2011	ORDER 162957	503.52.8600.527.40042	268.07
LAWSON PRODUCTS, INC.	9300263924	11/09/2011	ORDER 162957	503.52.8600.527.40042	13.87
MENARDS - WEST ST. PAUL	38329	11/02/2011	ACCOUNT 30170265	503.52.8600.527.60020	154.50
MN GOLF ASSOCIATION, INC.	45-0413-02B	11/02/2011	CLUB # 45-0413-02 FOR DATE OF 10/17/11	503.52.8000.521.70250	171.00
MN LIFE INSURANCE CO	NOVEMBER 2011	10/26/2011	POLICY #0027324	503.52.8000.521.20620	28.50
MN LIFE INSURANCE CO	NOVEMBER 2011	10/26/2011	POLICY #0027324	503.52.8500.526.20620	25.53
MN LIFE INSURANCE CO	NOVEMBER 2011	10/26/2011	POLICY #0027324	503.52.8600.527.20620	43.30
MOYNIHAN, MATT	10/31/11	11/09/2011	REIMBURSE-SAMS CLUB	503.52.8300.524.60065	39.06
MTI DISTRIBUTING CO	813082-00	11/09/2011	10/3/11	503.52.8600.527.60008	747.42

Vendor Name	Payable Number	Post Date	Item Description	Account Number	Amount
MTI DISTRIBUTING CO	817075-00	11/09/2011	10/11/11	503.52.8600.527.40042	250.39
MTI DISTRIBUTING CO	817756-00	11/09/2011	10/12/11	503.52.8600.527.40042	1,276.34
MTI DISTRIBUTING CO	819134-00	11/09/2011	10/25/11	503.52.8600.527.40042	587.74
MTI DISTRIBUTING CO	819145-00	11/09/2011	10/25/11	503.52.8600.527.40042	493.06
MTI DISTRIBUTING CO	817756-01	11/09/2011	10/28/11	503.52.8600.527.40042	24.04
MTI DISTRIBUTING CO	819622-00	11/09/2011	10/28/11	503.52.8600.527.40042	1,342.87
MTI DISTRIBUTING CO	819622-01	11/09/2011	10/31/11	503.52.8600.527.40042	287.21
MTI DISTRIBUTING CO	819816-00	11/09/2011	10/31/11	503.52.8600.527.40042	58.17
NAPA OF INVER GROVE HEIGHTS	272529	11/09/2011	10/4/11	503.52.8600.527.40042	4.91
NAPA OF INVER GROVE HEIGHTS	273835	11/09/2011	10/17/11	503.52.8600.527.40042	35.65
NAPA OF INVER GROVE HEIGHTS	273974	11/09/2011	10/18/11	503.52.8600.527.40042	94.93
NAPA OF INVER GROVE HEIGHTS	274135	11/09/2011	10/19/11	503.52.8600.527.40042	14.88
NAPA OF INVER GROVE HEIGHTS	274789	11/09/2011	10/24/11	503.52.8600.527.40042	13.49
NAPA OF INVER GROVE HEIGHTS	275093	11/09/2011	10/26/11	503.52.8600.527.40042	21.10
OPTUMHEALTH FINANCIAL SERVICES	151381	11/09/2011	OCTOBER 2011	503.52.8500.526.30550	8.30
OPTUMHEALTH FINANCIAL SERVICES	151381	11/09/2011	OCTOBER 2011	503.52.8600.527.30550	19.60
PRECISION TURF & CHEMICAL INC	37591	11/09/2011	ORDER 16543	503.52.8600.527.60035	5,080.56
PRECISION TURF & CHEMICAL INC	37693	11/09/2011	ORDER 16545	503.52.8600.527.60030	5,489.92
RY-MAK PLUMBING & HEATING, INC	141	11/09/2011	10/30/11	503.52.8500.526.40040	110.00
SOUTH BAY DESIGN	110111	11/09/2011	3 YEAR DOMAIN REGISTRATION	503.52.8500.526.50025	40.00
SUMMIT FACILITY & KITCHEN SERVICE	59085	10/26/2011	ORDER 59085	503.52.8300.524.40042	420.82
TDS METROCOM	10/13/11	10/26/2011	ACCOUNT 651 457 3667	503.52.8500.526.50020	258.83
TWIN CITY SAW	A18115	11/09/2011	10/17/11	503.52.8600.527.40042	81.18
TWIN CITY SAW	A18143	11/09/2011	10/27/11	503.52.8600.527.40042	63.00
US FOODSERVICE	5575861	10/26/2011	ACCOUNT 03805983	503.52.8300.524.76100	91.33
US FOODSERVICE	5575861	10/26/2011	ACCOUNT 03805983	503.52.8300.524.60065	83.22
VASKO ROLL-OFF SERVICE	10/26/11	11/09/2011	10/18/11 10 YARD	503.52.8600.527.40025	350.00
VERIZON WIRELESS	2647020706	11/09/2011	ACCOUNT 480568913-00001	503.52.8500.526.50020	8.72
XCEL ENERGY	301246668	11/02/2011	393942087	503.52.8600.527.40020	24.01
XCEL ENERGY	301602812	11/09/2011	394353906	503.52.8600.527.40020	2,319.55
XCEL ENERGY	302089501	11/09/2011	200049448	503.52.8500.526.40010	39.00
XCEL ENERGY	302089501	11/09/2011	200050006	503.52.8600.527.40010	59.06
XCEL ENERGY	302089501	11/09/2011	394930890	503.52.8500.526.40020	115.33
XCEL ENERGY	302089501	11/09/2011	394930247	503.52.8500.526.40020	259.29
XCEL ENERGY	302089501	11/09/2011	394930888	503.52.8500.526.40020	818.55

Fund: 503 - INVER WOOD GOLF COURSE **25,831.71**

LEAGUE OF MN CITIES INS TRUST	10/27/11	11/09/2011	FILE 11072537	602.00.2100.415.70200	14,509.52
LEAGUE OF MN CITIES INS TRUST	11072638	11/09/2011	LMCIT CLAIM 11072638	602.00.2100.415.70200	1,000.00
MN LIFE INSURANCE CO	NOVEMBER 2011	10/26/2011	POLICY #0027324	602.00.2100.415.20620	2.14
OPTUMHEALTH FINANCIAL SERVICES	151381	11/09/2011	OCTOBER 2011	602.00.2100.415.30550	0.49

Fund: 602 - RISK MANAGEMENT **15,512.15**

ACE PAINT & HARDWARE	508969/5	10/26/2011	10/7/11	603.00.5300.444.40040	27.77
ACE PAINT & HARDWARE	509085/5	10/26/2011	10/17/11	603.00.5300.444.40040	11.85
ACE PAINT & HARDWARE	509096/5	10/26/2011	10/18/11	603.00.5300.444.40040	9.24
ACE PAINT & HARDWARE	509135/5	11/02/2011	10/21/11	603.00.5300.444.60012	25.64
ALTERNATORS STARTERS & PARTS INC	A17212	11/09/2011	10/24/11	603.00.5300.444.40041	306.11
ARAMARK UNIFORM SERVICES	629-7344436	10/26/2011	CUSTOMER 15353001	603.00.5300.444.60045	18.11
ARAMARK UNIFORM SERVICES	629-7344436	10/26/2011	CUSTOMER 15353001	603.00.5300.444.40065	38.00
ARAMARK UNIFORM SERVICES	629-7349264	11/02/2011	CUSTOMER 15353001	603.00.5300.444.40065	38.00
ARAMARK UNIFORM SERVICES	629-7349264	11/02/2011	CUSTOMER 15353001	603.00.5300.444.60045	18.11
ARAMARK UNIFORM SERVICES	629-7354119	11/09/2011	CUSTOMER 15353001	603.00.5300.444.40065	38.00
ARAMARK UNIFORM SERVICES	629-7354119	11/09/2011	CUSTOMER 15353001	603.00.5300.444.60045	24.24
ARAMARK UNIFORM SERVICES	629-7359009	11/09/2011	CUSTOMER 153533001	603.00.5300.444.40065	38.00
ARAMARK UNIFORM SERVICES	629-7359009	11/09/2011	CUSTOMER 153533001	603.00.5300.444.60045	18.11
C.J. SPRAY, INC.	572303	11/02/2011	10/21/11	603.00.5300.444.40041	50.98
CANON BUSINESS SOLUTIONS INC	4006027699	11/02/2011	CONTRACT 148246	603.00.5300.444.40042	353.77
CARQUEST AUTO PARTS STORES	1596-162726	11/02/2011	10/11/11	603.00.5300.444.40041	320.63
CARQUEST AUTO PARTS STORES	1596-162790	10/26/2011	10/12/11	603.00.5300.444.60012	17.08
CARQUEST AUTO PARTS STORES	1596-162804	10/26/2011	10/12/11	603.140.1450050	22.32
CARQUEST AUTO PARTS STORES	1596-162804	10/26/2011	10/12/11	603.00.5300.444.60012	24.79
CARQUEST AUTO PARTS STORES	1596-162817	11/02/2011	10/12/11	603.140.1450050	20.22
CARQUEST AUTO PARTS STORES	1596-162817	11/02/2011	10/12/11	603.00.5300.444.40041	55.67
CARQUEST AUTO PARTS STORES	1596-162819	10/26/2011	10/12/11	603.00.5300.444.60012	22.64
CARQUEST AUTO PARTS STORES	1596-162837	10/26/2011	10/12/11	603.140.1450050	39.18
CARQUEST AUTO PARTS STORES	1596-162888	11/02/2011	10/13/11	603.00.5300.444.40041	183.54
CARQUEST AUTO PARTS STORES	1596-162893	11/02/2011	10/13/11	603.00.5300.444.40041	107.90
CARQUEST AUTO PARTS STORES	1596-162899	10/26/2011	10/13/11	603.00.5300.444.60012	36.34
CARQUEST AUTO PARTS STORES	1596-162923	11/02/2011	10/13/11	603.00.5300.444.40041	91.92
CARQUEST AUTO PARTS STORES	1596-162925	11/02/2011	10/13/11	603.00.5300.444.40041	174.98
CARQUEST AUTO PARTS STORES	1596-162983	11/02/2011	10/14/11	603.00.5300.444.40041	174.98
CARQUEST AUTO PARTS STORES	1596-163013	11/02/2011	10/14/11	603.00.5300.444.40041	174.98
CARQUEST AUTO PARTS STORES	1596-163109	11/02/2011	10/17/11	603.140.1450050	17.76
CARQUEST AUTO PARTS STORES	1596-163116	11/02/2011	10/17/11	603.00.5300.444.40041	(90.54)
CARQUEST AUTO PARTS STORES	1596-163238	11/09/2011	10/18/11	603.00.5300.444.40041	9.79
CARQUEST AUTO PARTS STORES	1596-163318	11/02/2011	10/19/11	603.00.5300.444.40041	18.00
CARQUEST AUTO PARTS STORES	1596-163318	11/02/2011	10/19/11	603.140.1450050	21.52
CARQUEST AUTO PARTS STORES	1596-163361	11/02/2011	10/20/11	603.140.1450050	22.19
CARQUEST AUTO PARTS STORES	1596-163361	11/02/2011	10/20/11	603.00.5300.444.60040	17.27
CARQUEST AUTO PARTS STORES	1596-163363	11/02/2011	10/20/11	603.00.5300.444.40041	52.64
CARQUEST AUTO PARTS STORES	1596-163379	11/02/2011	10/20/11	603.00.5300.444.40041	(18.00)
CARQUEST AUTO PARTS STORES	1596-163384	11/02/2011	10/20/11	603.00.5300.444.60040	20.76
CARQUEST AUTO PARTS STORES	1596-163597	11/09/2011	10/24/11	603.140.1450050	59.90
CARQUEST AUTO PARTS STORES	1596-163731	11/09/2011	10/26/11	603.00.5300.444.40041	55.67
CARQUEST AUTO PARTS STORES	1596-163766	11/09/2011	10/26/11	603.00.5300.444.40041	(9.79)
CARQUEST AUTO PARTS STORES	1596-163851	11/09/2011	10/27/11	603.00.5300.444.40041	87.64
CARQUEST AUTO PARTS STORES	1596-164055	11/09/2011	10/31/11	603.140.1450050	8.66
CARQUEST AUTO PARTS STORES	1596-164112	11/09/2011	10/31/11	603.00.5300.444.60012	58.57

Vendor Name	Payable Number	Post Date	Item Description	Account Number	Amount
CARQUEST AUTO PARTS STORES	1596-164161	11/09/2011	11/1/11	603.00.5300.444.60012	7.46
CARQUEST AUTO PARTS STORES	1596-164224	11/09/2011	11/1/11	603.00.5300.444.40040	18.68
CARQUEST AUTO PARTS STORES	1596-162997	11/02/2011	10/14/11	603.00.5300.444.40041	(168.86)
CARQUEST AUTO PARTS STORES	1596-163117	11/02/2011	10/17/11	603.00.5300.444.40041	(84.43)
CATCO PARTS SERVICE	17-43704	10/26/2011	CUSTOMER NO. 136090	603.00.5300.444.40041	186.28
CATCO PARTS SERVICE	1746339	10/26/2011	CUSTOMER NO 136090	603.00.5300.444.40041	(181.69)
CENTENNIAL GLASS	W00002287	11/09/2011	WORKORDER W00002287	603.00.5300.444.40041	187.69
CFA SOFTWARE INC	11431	10/26/2011	10/11/11	603.00.5300.444.50080	1,595.00
CLAREY'S SAFETY EQUIPMENT	3492	10/26/2011	ORDER 00003492	603.00.5300.444.40041	982.51
DON PIEHL	348352	11/02/2011	10/18/11	603.00.5300.444.60040	782.11
EMERGENCY APPARATUS MAINTENANCE	58304-2	11/02/2011	LADDER 3680	603.00.5300.444.40041	906.22
EMERGENCY APPARATUS MAINTENANCE	58563	11/02/2011	ENGINE 3681 (E-11)	603.00.5300.444.40041	236.52
EMERGENCY AUTOMOTIVE TECHNOLOGIES	AW101411-1	11/09/2011	10/17/11	603.00.5300.444.40041	331.13
EMERGENCY AUTOMOTIVE TECHNOLOGIES	CS101811-7	10/26/2011	10/18/11	603.00.5300.444.80700	454.35
EMERGENCY AUTOMOTIVE TECHNOLOGIES	LG101911-1A	11/02/2011	10/20/11	603.00.5300.444.40041	1,117.38
FACTORY MOTOR PARTS COMPANY	1-3753869	11/09/2011	ACCOUNT 10799	603.140.1450050	79.96
FACTORY MOTOR PARTS COMPANY	1-3753869	11/09/2011	ACCOUNT 10799	603.00.5300.444.40041	16.04
FACTORY MOTOR PARTS COMPANY	1-3758735	11/09/2011	ACCOUNT 10799	603.00.5300.444.40041	(16.03)
FERRELLGAS	1052902500	11/09/2011	ACCOUNT 7754787	603.00.5300.444.40041	82.32
GRANDMA'S BAKERY	176446	11/02/2011	10/26/11	603.00.5300.444.40041	18.21
HOME DEPOT	10/17/11	10/26/2011	TRANSACTION 10/17/11	603.00.5300.444.40040	26.10
HOME DEPOT CREDIT SERVICES	10/13/11-4	11/02/2011	ACCOUNT 6035 3225 0206 1959	603.00.5300.444.40040	362.03
INTERSTATE POWER SYSTEMS, INC.	C001069643:01	11/02/2011	ACCOUNT 13468	603.00.5300.444.40041	43.61
INVER GROVE FORD	5073481	11/02/2011	10/17/11	603.00.5300.444.40041	53.92
INVER GROVE FORD	5073502	11/02/2011	10/17/11	603.00.5300.444.40041	82.96
INVER GROVE FORD	10/20/11	11/09/2011	LICENSE NUMBER 921021	603.00.5300.444.40041	1,690.41
INVER GROVE FORD	5073826	11/09/2011	10/20/11	603.00.5300.444.40041	27.34
INVER GROVE FORD	5073857	11/02/2011	10/20/11	603.00.5300.444.40041	45.77
KIMBALL MIDWEST	2149559	11/02/2011	ACCOUNT 222006	603.00.5300.444.60012	432.92
KIMBALL MIDWEST	2162866	11/02/2011	ACCOUNT 222006	603.00.5300.444.60012	18.79
KIRVIDA FIRE, INC.	2435	11/02/2011	TANKER #36	603.00.5300.444.40041	602.00
KIRVIDA FIRE, INC.	2438	11/02/2011	RESCUE #10	603.00.5300.444.40041	2,856.00
LANO EQUIPMENT, INC.	30311	11/02/2011	10/5/11	603.00.5300.444.40041	649.21
LARSON COMPANIES	F212860069	10/26/2011	CUSTOMER 14649	603.140.1450050	120.36
LARSON COMPANIES	F-212930053	11/02/2011	CUSTOMER 14649	603.140.1450050	87.12
LBP MECHANICAL, INC	W16082	11/09/2011	WORK ORDER 11-0046285	603.00.5300.444.40040	1,371.25
LITTLE FALLS MACHINE INC	00047881	11/09/2011	10/19/11	603.00.5300.444.40041	3,838.73
MAUER CHEVROLET	5010662	11/02/2011	10/21/11	603.00.5300.444.40041	129.98
MENARDS - WEST ST. PAUL	41056	11/09/2011	ACCOUNT 30170270	603.00.5300.444.60040	110.83
MH CONSTRUCTION	731	11/09/2011	10/21/11	603.00.5300.444.40040	3,297.00
MIDWAY FORD	87456	11/02/2011	2012 F250 4X4 PICKUP	603.00.5300.444.80700	16,579.67
MN DEPT OF PUBLIC SAFETY DRIVER AND VEHICLE SERVICES DIVI	11/7/11	11/09/2011	LICENSE PLATES FOR TRUCK #303	603.00.5300.444.40041	20.00
MN DEPT OF PUBLIC SAFETY DRIVER AND VEHICLE SERVICES DIVI	11/1/11	11/09/2011	POLICE LICENSE PLATES	603.00.5300.444.80700	18.00
MN FALL EXPO	10/17/11	11/02/2011	MN FALL MAINTENANCE EXPO	603.00.5300.444.50080	275.00
MN GLOVE & SAFETY, INC.	257070	11/09/2011	10/31/11	603.00.5300.444.60045	191.97
MN LIFE INSURANCE CO	NOVEMBER 2011	10/26/2011	POLICY #0027324	603.00.5300.444.20620	20.54
NORTHERN TOOL & EQUIPMENT	55337	11/02/2011	10/20/11	603.00.5300.444.40040	26.77
OPTUMHEALTH FINANCIAL SERVICES	151381	11/09/2011	OCTOBER 2011	603.00.5300.444.30550	6.65
OXYGEN SERVICE COMPANY, INC	07464504	11/09/2011	CUSTOMER 04393	603.00.5300.444.60012	43.59
PETTY CASH	11/7/11	11/09/2011	VEHICLE INSPECTION DECALS BARRY LUNDERDAHL	603.00.5300.444.60012	12.00
POMP'S TIRE SERVICE, INC.	625515	11/02/2011	ACCOUNT 4502557	603.00.5300.444.40041	520.52
POMP'S TIRE SERVICE, INC.	776187	10/26/2011	ACCOUNT 4502557	603.140.1450050	1,276.09
POMP'S TIRE SERVICE, INC.	792610	11/02/2011	ACCOUNT 4502557	603.00.5300.444.40041	878.00
R & R CARPET SERVICE	0366	10/26/2011	9/27/11	603.00.5300.444.40065	82.40
RY-MAK PLUMBING & HEATING, INC	138	11/09/2011	10/30/11	603.00.5300.444.40040	331.50
SAM'S CLUB	10/12/11	10/26/2011	ACCOUNT 6624	603.00.5300.444.40040	170.70
SAM'S CLUB	10/23/11-PW	11/09/2011	ACCOUNT 7715 0900 6184 5624	603.00.5300.444.40040	170.70
SOUTH EAST TOWING	176067	11/02/2011	35E AND 36	603.00.5300.444.40041	106.88
SPRINT	249383315-119	11/02/2011	ACCOUNT 249383315	603.00.5300.444.50020	65.46
SWEEPER SERVICES	1276	11/09/2011	10/28/11	603.00.5300.444.40041	392.66
TITAN MACHINERY	9C02662	11/09/2011	9INVO2	603.00.5300.444.40041	591.71
TITAN MACHINERY	9R00406	11/09/2011	9INVO2	603.00.5300.444.40041	1,005.94
TOWMASTER TRAILERS INC	333331	10/26/2011	TRUCK BODY AND PLOW EQUIPMENT REQ#011488	603.00.5300.444.80700	84,006.96
TOWMASTER TRAILERS INC	333331	10/26/2011	TRUCK BODY AND PLOW EQUIPMENT REQ#011488	603.00.5300.444.40042	490.55
TRACTOR SUPPLY CREDIT PLAN	48217	10/26/2011	10/7/11	603.00.5300.444.40040	13.92
TRACTOR SUPPLY CREDIT PLAN	53348	11/09/2011	STORE 199	603.00.5300.444.60016	50.16
TRUCK UTILITIES, INC.	0231667	11/02/2011	ORDER 024896	603.00.5300.444.40041	52.32
VEHICLE SERVICES, INC.	22471	11/09/2011	UNIT#3698	603.00.5300.444.40041	95.00
WESTERN PETROLEUM COMPANY	396902-41801	11/02/2011	CUSTOMER 112741	603.140.1450050	1,327.95
WESTERN PETROLEUM COMPANY	398668-41801	11/09/2011	CUSTOMER 112741	603.140.1450050	630.64
YOCUM OIL COMPANY, INC.	460971	11/09/2011	PO NUMBER 11482	603.140.1450060	4,721.27
ZARNOTH BRUSH WORKS	0136259-IN	11/09/2011	ORDER 0019246	603.140.1450050	1,195.40
ZIEGLER INC	PC001310133	10/19/2011	ACCOUNT 4069900	603.00.5300.444.40041	402.27
ZIEGLER INC	PC001322873	10/26/2011	ACCOUNT 4069900	603.00.5300.444.60040	112.97
ZIEGLER INC	PR000122204	10/19/2011	ACCOUNT 4069900	603.00.5300.444.40041	(402.27)
ZIEGLER INC	SW100124617	11/09/2011	ACCOUNT 4069900	603.00.5300.444.40041	1,193.98
Fund: 603 - CENTRAL EQUIPMENT					141,890.19
OFFICE DEPOT	10/17/11	11/09/2011	ACCOUNT 6011 5685 1008 8883	604.00.2200.416.60010	114.69
OFFICE DEPOT	10/17/11	11/09/2011	ACCOUNT 6011 5685 1008 8883	604.00.2200.416.60010	107.26
US BANCORP EQUIPMENT FINANCE, INC.	189593650	11/09/2011	ACCOUNT 923425	604.00.2200.416.40050	1,446.20
US BANCORP EQUIPMENT FINANCE, INC.	189593890	11/09/2011	ACCOUNT 923425	604.00.2200.416.40050	2,469.23
Fund: 604 - CENTRAL STORES					4,137.38

Vendor Name	Payable Number	Post Date	Item Description	Account Number	Amount
ACE PAINT & HARDWARE	509013/5	11/09/2011	10/11/11	605.00.7500.460.60016	130.15
ACE PAINT & HARDWARE	509036/5	11/09/2011	10/12/11	605.00.7500.460.60016	(0.56)
ACE PAINT & HARDWARE	509285/5	11/09/2011	11/2/11	605.00.7500.460.60016	8.54
ACE PAINT & HARDWARE	509061/5	11/09/2011	10/14/11	605.00.7500.460.60016	(12.83)
CULLIGAN	10/31/11	11/09/2011	ACCOUNT 157-98503022-8	605.00.7500.460.60011	43.59
GRAINGER	9661960204	11/02/2011	ACCOUNT 806460150	605.00.7500.460.60011	83.77
HILLYARD INC	6954094	11/02/2011	ISA-10/19/2011	605.00.7500.460.60011	67.16
HILLYARD INC	6967151	11/09/2011	CUSTOMER 274069	605.00.7500.460.60065	221.54
HOME DEPOT CREDIT SERVICES	10/13/11-4	11/02/2011	ACCOUNT 6035 3225 0206 1959	605.00.7500.460.60011	37.94
INTEGRA TELECOM	8894799	10/26/2011	ACCOUNT 645862	605.00.7500.460.50020	139.42
LONE OAK COMPANIES	Oct 2011	11/01/2011	Postage for October 2011 Utility Bills	605.00.7500.460.50035	1,337.64
MAS COMMUNICATIONS	516	10/26/2011	10/1/11	605.00.7500.460.40040	45.00
MN LIFE INSURANCE CO	NOVEMBER 2011	10/26/2011	POLICY #0027324	605.00.7500.460.20620	8.33
SAARI & FORRAI PHOTOGRAPHY	4055	11/02/2011	10/26/11	605.00.7500.460.30700	814.15
SAM'S CLUB	10/23/11-PUBLIC WORKS	11/02/2011	ACCOUNT 7715 0900 6358 0633	605.00.7500.460.60011	21.57
SERVICEMASTER PROFESSIONAL SERVICES	78055	11/09/2011	133120 JOB	605.00.7500.460.30700	1,446.19
Fund: 605 - CITY FACILITIES					4,391.60
ADVANCED TECHNOLOGY SYSTEMS, INC.	63432	11/09/2011	10/28/11	606.00.1400.413.60070	1,306.39
AT & T MOBILITY	287237771092X10122011	10/26/2011	ACCOUNT 287237771092	606.00.1400.413.50020	25.65
BATTERIES PLUS-WSP	030-541589	11/09/2011	STATION 030-02	606.00.1400.413.60070	90.79
CDW GOVERNMENT INC	ZWZ4875	11/09/2011	CUSTOMER 2394832	606.00.1400.413.60010	343.28
CDW GOVERNMENT INC	ZZN8188	11/09/2011	CUSTOMER 2394832	606.00.1400.413.60010	125.42
LOGISOLVE LLC	40655	10/26/2011	9/30/11	606.00.1400.413.30700	498.75
LOGISOLVE LLC	40895	11/09/2011	10/31/11	606.00.1400.413.30700	1,271.25
MN LIFE INSURANCE CO	NOVEMBER 2011	10/26/2011	POLICY #0027324	606.00.1400.413.20620	9.81
OFFICE OF ENTERPRISE TECHNOLOGY	DV11090393	11/09/2011	CUSTOMER 200800171	606.00.1400.413.30750	311.81
VERIZON WIRELESS	2642190173	10/26/2011	ACCOUNT 280581502-00001	606.00.1400.413.50020	7.33
Fund: 606 - TECHNOLOGY FUND					3,990.48
AMAZING GRACE LUTHERN CHURCH	10/24/11	10/26/2011	CASH DEPOSIT RELEASE AND ENGINEERING ESCROW REDUCT	702.229.2292100	3,860.23
AMAZING GRACE LUTHERN CHURCH	10/24/11-2	10/26/2011	CASH DEPOSIT RELEASE AND ENGINEERING ESCROW REDUCT	702.229.2292300	20,848.62
BONGARD, DEREK	11/2/11	11/09/2011	PARTIAL RELEASE OF ESCROW ACCOUNT LAP A-126-11	702.229.2290501	2,000.00
BUDGET SIGN AND GRAPHICS	51874	10/26/2011	10/20/11	702.229.2307200	18.70
CULLIGAN	10/31/11-2	11/09/2011	ACCOUNT 157-98473242-8	702.229.2286300	77.92
EMMONS & OLIVIER RESOURCES	00095-0032-6	10/26/2011	SEPTEMBER 1, 2011 TO SEPTEMBER 30, 2011	702.229.2284600	2,839.00
EMMONS & OLIVIER RESOURCES	00095-0033-6	10/26/2011	SEPTEMBER 1, 2011 TO SEPTEMBER 30, 2011	702.229.2282200	1,695.00
EMMONS & OLIVIER RESOURCES	00095-0033-6	10/26/2011	SEPTEMBER 1, 2011 TO SEPTEMBER 30, 2011	702.229.2282200	102.00
EMMONS & OLIVIER RESOURCES	00095-0033-6	10/26/2011	SEPTEMBER 1, 2011 TO SEPTEMBER 30, 2011	702.229.2282200	127.50
EMMONS & OLIVIER RESOURCES	00095-0033-6	10/26/2011	SEPTEMBER 1, 2011 TO SEPTEMBER 30, 2011	702.229.2284600	460.04
KENNEDY & GRAVEN	NV125-00040	11/02/2011	TARGET TIF (JOBS BILL)	702.229.2283800	3,133.55
LUTHER COMPANY, LLLP THE	10/10/11	11/09/2011	REMAINDER OF ESCROW ACCOUNT	702.229.2292600	6,216.19
SCHERFF INC	10/6/11	11/02/2011	WHISTLE TREE WOODS	702.229.2284700	18,419.82
STREET FLEET	284193	10/26/2011	CUSTOMER 17498	702.229.2284600	28.76
Fund: 702 - ESCROW FUND					59,827.33
BARR ENGINEERING COMPANY	23190218.00-195	10/26/2011	SEPTEMBER 10, 2011 TO OCTOBER 07, 2011	703.43.5500.446.30300	9,138.50
J.R.'S APPLIANCE DISPOSAL, INC.	76821	11/02/2011	10/15/11	703.43.5500.446.40025	60.00
J.R.'S APPLIANCE DISPOSAL, INC.	76862	11/02/2011	10/15/11	703.43.5500.446.40025	58.00
MN LIFE INSURANCE CO	NOVEMBER 2011	10/26/2011	POLICY #0027324	703.43.5500.446.20620	2.27
Fund: 703 - LANDFILL ABATEMENT					9,258.77
Grand Total					1,515,432.40

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Final Payment for the Splash Pool Air Handler

Meeting Date: November 14, 2011
Item Type: Consent Agenda
Contact: Eric Carlson 651.450.2587
Prepared by: Eric Carlson
Reviewed by: Eric Carlson – Parks & Recreation

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED

Approve final payment to Harris Mechanical in the amount of \$355,667 for Splash Pool Air Exchanger Replacement. Project budget is \$390,000 to be funded from C2500-80-20.

SUMMARY

A contract was awarded to Harris Mechanical on April 25, 2011 in the amount of \$351,980. During the project it was necessary to add a control damper, piping, and isolation valve for a total of \$5,187. The city also received a credit because the existing concrete slab was sufficient to support the new unit, the credit was in the amount of \$1,500. The net increase is \$3,687. The installation has been inspected and the unit is working properly. It is recommended that Harris Mechanical be paid \$355,667 for their work. Project budget is \$390,000 to be funded from C2500-80-20 and includes consultant fees of \$24,800.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Pay Voucher No. 28 for City Project No. 2008-18 – Public Safety Addition/City Hall Renovation

Meeting Date: November 14, 2011
Item Type: Consent
Contact: Jenelle Teppen, Asst City Admin
Prepared by:
Reviewed by:

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

PURPOSE/ACTION REQUESTED Consider Pay Voucher No. 28 for City Project No. 2008-18 – Public Safety Addition/City Hall Renovation.

SUMMARY The contract was awarded in an amount of \$11,501,900 to Shaw Lundquist Associates on April 27, 2009 for the project identified above. It has been subsequently amended with 27 change orders for a total contract amount now of \$12,050,177.10.

The contractor has completed the work through October 31, 2011 in accordance with the contract plans and specifications.

Retainage remaining is \$169,500.

Staff recommends approval of Pay Voucher No. 28 in the amount of \$221,975.61 to Shaw Lundquist Associates for work on City Project No. 2008-18 – Public Safety Addition/City Hall Renovation.

Attachment: Pay Voucher No. 28

CITY OF INVER GROVE HEIGHTS
CONSTRUCTION PAYMENT VOUCHER

ESTIMATE NO: 28 (twenty-eight)
DATE: November 14, 2011
PERIOD ENDING: October 31, 2011
CONTRACT: Public Safety Addition City Hall Renovation
PROJECT NO: 2008-18 – Public Safety Addition/City Hall Renovation

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

Original Contract Amount \$11,501,900
Total Addition \$548,277.10
Total Deduction \$0.00
Total Contract Amount \$12,050,177.10
Total Value of Work to Date \$12,048,148.10
Less Retained (5%) \$169,500
Less Previous Payment \$11,656,672.49
Total Approved for Payment this Voucher \$221,975.61
Total Payments including this Voucher \$11,878,648.10

Approvals:

Pursuant to field observation, and approval by the Architect and Owner's Representative, I hereby recommend for payment the above stated amount for work performed through October 31, 2011.

Signed by: _____ November 14, 2011
Jenelle Teppen, Assistant City Administrator

Signed by: _____
Shaw Lundquist Associates Date

Signed by: _____ November 14, 2011
George Tourville, Mayor



**SHAW - LUNDQUIST
ASSOCIATES INC**

November 8, 2011

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

Attn: Greg Metz

Re: Inver Grove Heights Public Safety Addition & City Hall Remodel
Inver Grove Heights, MN

Subj: Application for Payment #28 - September & October 2011 work

Dear Mr. Metz:

Enclosed are five (5) copies each of Application for Payment No. 28 submitted for your approval and further processing. Please copy our accounting office within 7 days with one signed approval of this Request for Payment when forwarding for payment.

The retainage held to date is as follows:

Retainage 110,000.00 Lump Sum amount of retainage
Retainage 59,500.00 Retainage for punchlist work
Total retainage held: 169,500.00

Sincerely,

Shaw-Lundquist Associates, Inc.

Thomas J. Meyers
Vice President

TJM / hv
Enclosures

cc: A/R File
Lois Nicholas - BKV Group

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

PAGE ONE OF 11 PAGES

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

PROJECT: Public Safety Addition
and City Hall Remodel
8150 Barbara Ave.
Inver Grove Hts, MN

APPLICATION NO: 28
APPLICATION DATE: October 25, 2011
PERIOD TO: October 31, 2011

Distribution to:

<input type="checkbox"/>	OWNER
<input type="checkbox"/>	ARCHITECT
<input type="checkbox"/>	CONTRACTOR
<input type="checkbox"/>	
<input type="checkbox"/>	

FROM CONTRACTOR:
Shaw-Lundquist Associates, Inc. (09477)
Remit to: SDS 12-0699 Box 86
Minneapolis, MN 55486

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

PROJECT NOS: #1643.01

CONTRACT FOR: General Construction

CONTRACT DATE: May 19, 2009

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM	\$	11,501,900.00
2. Net change by Change Orders	\$	548,277.10
3. CONTRACT SUM TO DATE (Line 1 ± 2)	\$	12,050,177.10
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$	12,048,148.10
5. RETAINAGE:		
a. L.S. % of Completed Work (Column I on G703)	\$	169,500.00
b. % of Stored Material (Column F on G703)	\$	0.00
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$	169,500.00
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$	11,878,648.10
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	11,656,672.49
8. CURRENT PAYMENT DUE	\$	221,975.61
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	171,529.00

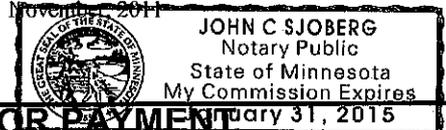
CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$555,385.10	(\$7,108.00)
Total approved this Month		
TOTALS	\$555,385.10	(\$7,108.00)
NET CHANGES by Change Order	\$548,277.10	

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

CONTRACTOR: SHAW-LUNDQUIST ASSOCIATES, INC.

By: [Signature] Date: November 8, 2011
Thomas J. Meyers - Vice President

State of: Minnesota County of: _____
Subscribed and sworn to before me this 8th day of November, 2011
Notary Public: [Signature]
My Commission expires: February 31, 2015



ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED \$ _____

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

ARCHITECT: _____ Date: _____

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

CONTINUATION SHEET

AIA DOCUMENT G703

PAGE 2 OF 11 PAGES

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing

Contractor's signed certification is attached.

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

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

APPLICATION NO: 28
 APPLICATION DATE: October 25, 2011
 PERIOD TO: October 31, 2011
 OWNER'S PROJECT NO: #1643.01

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G		H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G + C)		
	PHASE 1								
01010	Mobilization/Project Setup	14,676.00	14,676.00			14,676.00	100.00%		
01020	Supervision & Project Management	259,344.00	259,344.00			259,344.00	100.00%		
01030	Layout & misc. survey	6,180.00	6,180.00			6,180.00	100.00%		
01040	Performance Bonds	79,857.00	79,857.00			79,857.00	100.00%		
01050	General liability insurance	30,480.00	30,480.00			30,480.00	100.00%		
01060	Enclosed building heat,electric,misc. utilities	56,880.00	56,880.00			56,880.00	100.00%		
01070	equipment rentals,small tools	6,138.00	6,138.00			6,138.00	100.00%		
01080	Safety and enclosures	4,614.00	4,614.00			4,614.00	100.00%		
01090	Temporary Fence	15,750.00	15,750.00			15,750.00	100.00%		
01100	Project Sign	688.00	688.00			688.00	100.00%		
01110	Toilets/Trailers/Telephone	14,700.00	14,700.00			14,700.00	100.00%		
01120	Dumpsters/general cleaning	35,664.00	35,664.00			35,664.00	100.00%		
01130	Punchlist/final Cleaning/project closeout/C	10,545.00	10,300.00	245.00		10,545.00	100.00%		
31 2300	excavation work	230,287.00	230,287.00			230,287.00	100.00%		
32 1206	plant mixed asphalt pavement, porous asphalt	68,910.00	68,910.00			68,910.00	100.00%		
32 1314	concrete walks,median and driveways	26,400.00	26,400.00			26,400.00	100.00%		
32 1613	concrete curb & gutter	27,162.00	27,162.00			27,162.00	100.00%		
32 3241	Landscape,irrigation,retaining walls	100,980.00	90,735.00	10,245.00		100,980.00	100.00%		
33 1000	site utilities	123,000.00	123,000.00			123,000.00	100.00%		
02 4119	selective demolition for remodeling	47,900.00	47,900.00			47,900.00	100.00%		
03 2000	concrete reinforcing steel	29,635.00	29,635.00			29,635.00	100.00%		
03 2001	reinforcing steel labor	24,000.00	24,000.00			24,000.00	100.00%		
03 3000	cast-in-place concrete	368,285.00	368,285.00			368,285.00	100.00%		
03 3510	polished concrete	17,856.00	17,856.00			17,856.00	100.00%		
	Page Totals	1,599,931.00	1,589,441.00	10,490.00	0.00	1,599,931.00		0.00	0.00

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CONTINUATION SHEET

AIA DOCUMENT G703

PAGE 3 OF 11 PAGES

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing

Contractor's signed certification is attached.

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

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

APPLICATION NO: 28

APPLICATION DATE: October 25, 2011

PERIOD TO: October 31, 2011

OWNER'S PROJECT NO: #1643.01

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G		H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)		
04 2000	unit masonry,precast arch. Concrete	660,894.00	660,894.00			660,894.00	100.00%		
05 5000	Steel, Misc. Metal Materials	304,490.00	304,490.00			304,490.00	100.00%		
05 5001	Steel, Misc. Metal Labor	139,300.00	139,300.00			139,300.00	100.00%		
06 1053	miscellaneous carpentry	27,570.00	27,570.00			27,570.00	100.00%		
06 4100	architectural woodwork	117,456.00	117,456.00			117,456.00	100.00%		
06 4101	Architectural woodwork Labor	31,491.00	31,491.00			31,491.00	100.00%		
07 1326	hot-fluid applied asphalt waterproofing	18,000.00	18,000.00			18,000.00	100.00%		
07 2726	moisture barrier	23,700.00	23,700.00			23,700.00	100.00%		
07 4213	metal panels	78,233.00	78,233.00			78,233.00	100.00%		
07 5400	Roofing,sheetmetal flashing & trim	137,780.00	137,780.00			137,780.00	100.00%		
07 9200	joint sealers	15,306.00	15,306.00			15,306.00	100.00%		
07 9513	expansion joint cover assemblies	5,667.00	5,667.00			5,667.00	100.00%		
08 1113	HM doors, wood doors,finish hardware	151,596.00	151,596.00			151,596.00	100.00%		
08 3113	access panels	2,483.00	2,483.00			2,483.00	100.00%		
08 3313	Overhead coiling doors,grilles,four fold doo	66,420.00	66,420.00			66,420.00	100.00%		
08 4423	glazed aluminum curtainwalls,glazing	394,056.00	394,056.00			394,056.00	100.00%		
08 7115	automatic door operators	3,130.00	3,130.00			3,130.00	100.00%		
08 9100	louver and vents	18,935.00	18,935.00			18,935.00	100.00%		
09 2900	Drywall,mtl framing,fireproofing,plaster	337,800.00	337,800.00			337,800.00	100.00%		
09 3100	tile	30,710.00	30,710.00			30,710.00	100.00%		
09 5123	acoustical tile ceilings	97,602.00	97,602.00			97,602.00	100.00%		
09 6723	resinous flooring	4,977.00	4,977.00			4,977.00	100.00%		
09 6813	carpet tile & resilient flooring, entrance mat	87,156.00	87,156.00			87,156.00	100.00%		
09 7750	fiberglass reinforced panels	390.00	390.00			390.00	100.00%		
Page Totals		2,755,142.00	2,755,142.00	0.00	0.00	2,755,142.00		0.00	0.00

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			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)		
09 9000	painting and coatings	40,826.00	40,826.00			40,826.00	100.00%		
10 1000	visual display boards	6,872.00	6,872.00			6,872.00	100.00%		
10 1413	interior signage	3,468.00	3,468.00			3,468.00	100.00%		
10 1451	exterior signage	5,871.00	5,871.00			5,871.00	100.00%		
10 2113	toilet compartments	10,160.00	10,160.00			10,160.00	100.00%		
10 2219	demountable partitions	4,499.00	4,499.00			4,499.00	100.00%		
10 2800	toilet accessories	6,852.00	6,852.00			6,852.00	100.00%		
10 4413	fire protection specialties	2,274.00	2,274.00			2,274.00	100.00%		
10 5113	metal lockers	18,413.00	18,413.00			18,413.00	100.00%		
10 5114	police evidence lockers	78,620.00	78,620.00			78,620.00	100.00%		
10 5613	metal storage shelving	12,205.00	12,205.00			12,205.00	100.00%		
10 6500	wire mesh partitons	5,880.00	5,880.00			5,880.00	100.00%		
10 7500	flagpoles	1,557.00	1,557.00			1,557.00	100.00%		
10 9000	fire department lock boxes	355.00	355.00			355.00	100.00%		
11 1930	detention furnishings	70,484.00	70,484.00			70,484.00	100.00%		
11 3100	appliances	5,915.00	5,915.00			5,915.00	100.00%		
11 5213	projection screens	7,146.00	7,146.00			7,146.00	100.00%		
12 2413	roller shades	28,583.00	28,583.00			28,583.00	100.00%		
13 4200	bullet resistant transaction window	10,631.00	10,631.00			10,631.00	100.00%		
14 2400	holed hydraulic elevators	121,273.00	121,273.00			121,273.00	100.00%		
21 0000	fire suppression	53,823.00	53,823.00			53,823.00	100.00%		
22 0000	Mechanical								
22 0001	Permits/ Mobilize	13,600.00	13,600.00			13,600.00	100.00%		
22 0002	Infloor Heat L	25,000.00	25,000.00			25,000.00	100.00%		
22 0003	Infloor Heat M	39,000.00	39,000.00			39,000.00	100.00%		
22 0004	Hot Water L	77,663.00	77,663.00			77,663.00	100.00%		
22 0005	Hot Water M	48,274.00	48,274.00			48,274.00	100.00%		
22 0006	Geo Core Piping L	87,350.00	87,350.00			87,350.00	100.00%		
22 0007	Geo Core Piping M	42,800.00	42,800.00			42,800.00	100.00%		
	Page Totals	829,394.00	829,394.00	0.00	0.00	829,394.00		0.00	0.00

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CONTINUATION SHEET

AIA DOCUMENT G703

PAGE 5 OF 11 PAGES

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing

APPLICATION NO: 28

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APPLICATION DATE: October 25, 2011

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PERIOD TO: October 31, 2011

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

OWNER'S PROJECT NO: #1643.01

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G		H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G + C)		
22 0007	Heat Pump Piping L	15,000.00	15,000.00			15,000.00	100.00%		
22 0008	Heat Pump Piping M	9,541.00	9,541.00			9,541.00	100.00%		
22 0009	CUH Radiation L	16,000.00	16,000.00			16,000.00	100.00%		
22 0010	CUH Radiation M	25,000.00	25,000.00			25,000.00	100.00%		
22 0011	Hydronic Pumps L	20,000.00	20,000.00			20,000.00	100.00%		
22 0012	Hydronic Pumps M	45,000.00	45,000.00			45,000.00	100.00%		
22 0013	Hydronic Tank L	10,000.00	10,000.00			10,000.00	100.00%		
22 0014	Hydronic Tank M	20,000.00	20,000.00			20,000.00	100.00%		
22 0015	Condensation L	14,500.00	14,500.00			14,500.00	100.00%		
22 0016	Condensation M	8,500.00	8,500.00			8,500.00	100.00%		
22 0017	Humidifiers L	10,000.00	10,000.00			10,000.00	100.00%		
22 0018	Humidifiers M	13,000.00	13,000.00			13,000.00	100.00%		
22 0019	Fixtures/ Water Heaters/ Pumps L	49,550.00	49,550.00			49,550.00	100.00%		
22 0020	Fixtures/ Water Heaters/ Pumps M	130,500.00	130,500.00			130,500.00	100.00%		
22 0021	Water Vent, RWL, Drains L	86,370.00	86,370.00			86,370.00	100.00%		
22 0022	Water Vent, RWL, Drains M	98,500.00	98,500.00			98,500.00	100.00%		
22 0023	Water Pipe L	50,000.00	50,000.00			50,000.00	100.00%		
22 0024	Water Pipe M	39,680.00	39,680.00			39,680.00	100.00%		
22 0025	Pipe Insulation L	50,700.00	50,700.00			50,700.00	100.00%		
22 0026	Pipe Insulation M	35,400.00	35,400.00			35,400.00	100.00%		
22 0027	HVAC GCs	15,000.00	15,000.00			15,000.00	100.00%		
22 0028	Mobilizatin	5,000.00	5,000.00			5,000.00	100.00%		
22 0029	Equipment Rental	6,000.00	6,000.00			6,000.00	100.00%		
22 0030	Permit	16,000.00	16,000.00			16,000.00	100.00%		
22 0031	Demo	15,000.00	15,000.00			15,000.00	100.00%		
22 0032	Testing Adjusting and Balancing	25,000.00	25,000.00			25,000.00	100.00%		
22 0033	Duct Insulation	50,000.00	50,000.00			50,000.00	100.00%		
22 0034	Controls	150,000.00	150,000.00			150,000.00	100.00%		
22 0035	Metal Ducts L	205,000.00	205,000.00			205,000.00	100.00%		
	Page Totals	1,234,241.00	1,234,241.00	0.00	0.00	1,234,241.00		0.00	0.00

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CONTINUATION SHEET

AIA DOCUMENT G703

PAGE 6 OF 11 PAGES

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing

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APPLICATION NO: 28

APPLICATION DATE: October 25, 2011

PERIOD TO: October 31, 2011

OWNER'S PROJECT NO: #1643.01

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G		H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G + C)		
22 0036	Metal Ducts M	70,000.00	70,000.00			70,000.00	100.00%		
22 0037	Air Duct Acc. L	25,000.00	25,000.00			25,000.00	100.00%		
22 0038	Air Duct Acc. M	13,000.00	13,000.00			13,000.00	100.00%		
22 0039	HVAC Power Vent. L	10,500.00	10,500.00			10,500.00	100.00%		
22 0040	HVAC Power Vent. M	8,500.00	8,500.00			8,500.00	100.00%		
22 0041	Diffusers, Registers, Grilles L	36,749.00	36,749.00			36,749.00	100.00%		
22 0042	Diffusers, Registers, Grilles M	37,621.00	37,621.00			37,621.00	100.00%		
22 0043	Modular Indoor Central AHU L	35,860.00	35,860.00			35,860.00	100.00%		
22 0044	Modular Indoor Central AHU M	300,000.00	300,000.00			300,000.00	100.00%		
22 0045	Geothermal L	105,000.00	105,000.00			105,000.00	100.00%		
22 0046	Geothermal M	95,000.00	95,000.00			95,000.00	100.00%		
26 0000	Electrical								
26 0001	Raceway L	106,300.00	106,300.00			106,300.00	100.00%		
26 0002	Raceway M	56,400.00	56,400.00			56,400.00	100.00%		
26 0003	Wire and Cable L	23,600.00	23,600.00			23,600.00	100.00%		
26 0004	Wire and Cable M	84,300.00	84,300.00			84,300.00	100.00%		
26 0005	Distribution L	20,100.00	20,100.00			20,100.00	100.00%		
26 0006	Distribution M	61,500.00	61,500.00			61,500.00	100.00%		
26 0007	Fixtures L	46,700.00	46,700.00			46,700.00	100.00%		
26 0008	Fixtures M	75,800.00	75,800.00			75,800.00	100.00%		
26 0009	Devices L	10,500.00	10,500.00			10,500.00	100.00%		
26 0010	Devices M	9,300.00	9,300.00			9,300.00	100.00%		
26 0011	Underground L	4,400.00	4,400.00			4,400.00	100.00%		
26 0012	Underground M	9,500.00	9,500.00			9,500.00	100.00%		
26 0013	Permit, Demo Mobilize L	9,700.00	9,700.00			9,700.00	100.00%		
26 0014	Permit, Demo Mobilize M	8,700.00	8,700.00			8,700.00	100.00%		
26 0015	Generator L	5,300.00	5,300.00			5,300.00	100.00%		
26 0016	Generator M	237,000.00	237,000.00			237,000.00	100.00%		
	Page Totals	1,506,330.00	1,506,330.00	0.00	0.00	1,506,330.00		0.00	0.00
	Phase 1 Totals	7,925,038.00	7,914,548.00	10,490.00	0.00	7,925,038.00	100.00%	0.00	0.00

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CONTINUATION SHEET

AIA DOCUMENT G703

PAGE 7 OF 11 PAGES

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing

APPLICATION NO: 28

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A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G		H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)		
	PHASE 2								
01010	Mobilization/Project Setup	9,784.00	9,784.00			9,784.00	100.00%		
01020	Supervision & Project Management	172,896.00	169,251.20	3,644.80		172,896.00	100.00%	0.00	
01030	Layout & misc. survey	4,120.00	4,120.00			4,120.00	100.00%		
01040	Performance Bonds	53,238.00	53,238.00			53,238.00	100.00%		
01050	General liability insurance	20,320.00	20,320.00			20,320.00	100.00%		
01060	Enclosed building heat,electric,misc. utilitie	37,920.00	37,920.00			37,920.00	100.00%		
01070	equipment rentals,small tools	4,092.00	4,092.00			4,092.00	100.00%	0.00	
01080	Safety and enclosures	3,076.00	3,076.00			3,076.00	100.00%		
01090	Temporary Fence	5,250.00	5,250.00			5,250.00	100.00%		
01100	Project Sign	458.00	458.00			458.00	100.00%		
01110	Toilets/Trailers/Telephone	9,800.00	9,800.00			9,800.00	100.00%		
01120	Dumpsters/general cleaning	23,776.00	23,775.20	0.80		23,776.00	100.00%		
01130	Punchlist/final Cleaning/project closeout/C	7,030.00		6,000.00		6,000.00	85.35%	1,030.00	
31 2300	excavation work	153,524.00	153,524.00			153,524.00	100.00%		
32 1206	plant mixed asphalt pavement, porous aspha	45,940.00	30,000.00	15,940.00		45,940.00	100.00%		
32 1314	concrete walks,median and driveways	17,600.00	17,600.00			17,600.00	100.00%		
32 1613	concrete curb & gutter	14,422.00	14,422.00			14,422.00	100.00%		
32 3241	Landscape,irrigation,retaining walls	67,320.00	58,758.00	8,562.00		67,320.00	100.00%		
33 1000	site utilities	82,000.00	82,000.00			82,000.00	100.00%		
02 4119	selective demolition for remodeling	31,934.00	31,934.00			31,934.00	100.00%		
03 2000	concrete reinforcing steel	19,757.00	19,757.00			19,757.00	100.00%		
03 2001	reinforcing steel labor	16,000.00	16,000.00			16,000.00	100.00%		
03 3000	cast-in-place concrete	245,524.00	245,524.00			245,524.00	100.00%		
03 3510	polished concrete	11,904.00	11,000.00	904.00		11,904.00	100.00%		
	Page Totals	1,057,685.00	1,021,603.40	35,051.60	0.00	1,056,655.00		1,030.00	0.00

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			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		% (G ÷ C)			
04 2000	unit masonry,precast arch. Concrete	190,116.00	190,116.00			190,116.00	100.00%		
05 5000	Steel, Misc. Metal Material	130,495.00	130,495.00			130,495.00	100.00%		
05 5001	Steel, Misc. Metal Labor	59,700.00	59,700.00			59,700.00	100.00%		
06 1053	miscellaneous carpentry	18,380.00	18,380.00			18,380.00	100.00%		
06 4100	architectural woodwork	78,304.00	23,491.00	54,813.00		78,304.00	100.00%		
06 4101	Architctural woodwork Labor	20,994.00	6,298.00	14,696.00		20,994.00	100.00%		
07 1326	hot-fluid applied asphalt waterproofing	12,000.00	12,000.00			12,000.00	100.00%		
07 2726	moisture barrier	15,800.00	15,800.00			15,800.00	100.00%		
07 4213	metal panels	74,815.00	74,815.00			74,815.00	100.00%		
07 5400	Roofing,sheetmtal flashing & trim	54,665.00	54,665.00			54,665.00	100.00%		
07 9200	joint sealers	10,204.00	10,204.00			10,204.00	100.00%		
07 9513	expansion joint cover assemblies	3,778.00	3,778.00			3,778.00	100.00%		
08 1113	HM doors, wood doors,finish hardware	101,064.00	101,064.00			101,064.00	100.00%		
08 3113	access panels	1,655.00	1,655.00			1,655.00	100.00%		
08 3313	coiling counter doors	19,323.00	19,323.00			19,323.00	100.00%		
08 4423	glazed aluminum curtainwalls,glazing	212,184.00	212,184.00			212,184.00	100.00%		
08 7115	automatic door operators	3,131.00	3,131.00			3,131.00	100.00%		
08 9100	louver and vents	12,623.00	12,623.00			12,623.00	100.00%		
09 2900	Drywall,mtl framing,fireproofing,plaster	225,200.00	225,200.00			225,200.00	100.00%		
09 3100	tile	16,120.00	16,120.00			16,120.00	100.00%		
09 5123	acoustical tile ceilings & wall panels	152,398.00	149,058.00	3,340.00		152,398.00	100.00%		
09 6723	resinous flooring	3,318.00	3,318.00			3,318.00	100.00%		
09 6813	carpet tile & resilient flooring, entrance mat	58,104.00	57,198.80	905.20		58,104.00	100.00%	0.00	
09 7750	fiberglass reinforced panels	260.00	260.00			260.00	100.00%		
Page Totals		1,474,631.00	1,400,876.80	73,754.20	0.00	1,474,631.00		0.00	0.00

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CONTINUATION SHEET

AIA DOCUMENT G703

PAGE 9 OF 11 PAGES

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing

Contractor's signed certification is attached.

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

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

APPLICATION NO: 28

APPLICATION DATE: October 25, 2011

PERIOD TO: October 31, 2011

OWNER'S PROJECT NO: #1643.01

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G		H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G + C)		
09 9000	painting and coatings	35,500.00	33,725.00	1,775.00		35,500.00	100.00%		
10 1000	visual display boards	4,581.00	4,581.00			4,581.00	100.00%		
10 1413	interior signage	2,312.00	1,000.00	1,312.00		2,312.00	100.00%		
10 1451	exterior signage	3,914.00	1,500.00	2,414.00		3,914.00	100.00%		
10 2113	toilet compartments	6,773.00	6,773.00			6,773.00	100.00%		
10 2219	demountable partitions	2,999.00	2,000.00	0.00		2,000.00	66.69%	999.00	
10 2800	toilet accessories	4,568.00	4,568.00			4,568.00	100.00%		
10 4413	fire protection specialties	1,516.00	1,516.00			1,516.00	100.00%		
10 5113	metal lockers	12,276.00	12,276.00			12,276.00	100.00%		
10 5114	police evidence lockers	0.00							
10 5613	metal storage shelving	8,136.00	8,136.00			8,136.00	100.00%		
10 6500	wire mesh partitons	3,920.00	3,920.00			3,920.00	100.00%		
10 7500	flagpoles	1,038.00	1,038.00			1,038.00	100.00%		
10 9000	fire department lock boxes	237.00	237.00			237.00	100.00%		
11 1930	detention furnishings	0.00							
11 3100	appliances	3,943.00	3,943.00			3,943.00	100.00%		
11 5213	projection screens	650.00	650.00			650.00	100.00%		
12 2413	roller shades	2,602.00	2,000.00	602.00		2,602.00	100.00%		
13 4200	bullet resistant transaction window	7,088.00	7,088.00			7,088.00	100.00%		
14 2400	holed hydraulic elevators	10,000.00	10,000.00			10,000.00	100.00%		
21 0000	fire suppression	42,163.00	41,554.85	608.15		42,163.00	100.00%		
22 0000	Mechanical								
22 0001	Infloor Heat L	5,000.00	5,000.00			5,000.00	100.00%		
22 0002	Infloor Heat M	4,000.00	4,000.00			4,000.00	100.00%		
22 0003	Hot Water L	5,500.00	5,500.00			5,500.00	100.00%		
22 0004	Hot Water M	2,500.00	2,500.00			2,500.00	100.00%		
22 0005	Geo Piping L	5,500.00	5,500.00			5,500.00	100.00%		
22 0006	Geo Piping M	4,000.00	4,000.00			4,000.00	100.00%		
	Page Totals	180,716.00	173,005.85	6,711.15	0.00	179,717.00		999.00	0.00

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CONTINUATION SHEET

AIA DOCUMENT G703

PAGE 10 OF 11 PAGES

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing

APPLICATION NO: 28

Contractor's signed certification is attached.

APPLICATION DATE: October 25, 2011

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

PERIOD TO: October 31, 2011

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

OWNER'S PROJECT NO: #1643.01

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)		H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		% (G ÷ C)			
22 0007	CUH Radiation L	8,000.00	7,000.00	1,000.00		8,000.00	100.00%		
22 0008	CUH Radiation M	4,000.00	4,000.00			4,000.00	100.00%		
22 0009	Plumbing Permit	1,500.00	1,500.00			1,500.00	100.00%		
22 0010	Fixtures/ Water Heaters/ Pumps L	5,000.00	5,000.00			5,000.00	100.00%		
22 0011	Fixtures/ Water Heaters/ Pumps M	11,557.00	11,557.00			11,557.00	100.00%		
22 0012	Water Vent, RWL, Drains L	13,800.00	13,800.00			13,800.00	100.00%		
22 0013	Water Vent, RWL, Drains M	6,139.00	6,139.00			6,139.00	100.00%		
22 0014	Water Pipe L	7,000.00	7,000.00			7,000.00	100.00%		
22 0015	Water Pipe M	4,000.00	4,000.00			4,000.00	100.00%		
22 0016	Pipe Insulation L	26,200.00	26,200.00			26,200.00	100.00%		
22 0017	Pipe Insulation M	13,500.00	13,500.00			13,500.00	100.00%		
22 0018	Metal Ducts L	36,500.00	35,875.00	625.00		36,500.00	100.00%		
22 0019	Metal Ducts M	9,500.00	9,500.00			9,500.00	100.00%		
22 0020	Geothermal L	60,614.00	60,614.00			60,614.00	100.00%		
22 0021	Geothermal M	53,420.00	53,420.00			53,420.00	100.00%		
26 0000	Electrical								
26 0001	Raceway L	103,200.00	103,200.00			103,200.00	100.00%		
26 0002	Raceway M	52,600.00	52,600.00			52,600.00	100.00%		
26 0003	Wire and Cable L	26,200.00	26,200.00			26,200.00	100.00%		
26 0004	Wire and Cable M	70,100.00	70,100.00			70,100.00	100.00%		
26 0005	Distribution L	12,200.00	12,200.00			12,200.00	100.00%		
26 0006	Distribution M	27,200.00	27,200.00			27,200.00	100.00%		
26 0007	Fixtures L	38,000.00	38,000.00			38,000.00	100.00%		
26 0008	Fixtures M	190,300.00	190,300.00			190,300.00	100.00%		
26 0009	Devices L	9,250.00	9,250.00			9,250.00	100.00%		
26 0010	Devices M	8,750.00	8,750.00			8,750.00	100.00%		
26 0011	Underground L	6,900.00	6,900.00			6,900.00	100.00%		
26 0012	Underground M	19,900.00	19,900.00			19,900.00	100.00%		
26 0013	Permit, Demo Mobilize L	29,350.00	29,350.00			29,350.00	100.00%		
26 0014	Permit, Demo Mobilize M	9,150.00	9,150.00			9,150.00	100.00%		
	Page Totals	863,830.00	862,205.00	1,625.00	0.00	863,830.00		0.00	0.00
	Phase 2 Totals	3,576,862.00	3,457,691.05	117,141.95	0.00	3,574,833.00	99.94%	2,029.00	0.00

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CONTINUATION SHEET

AIA DOCUMENT G703

PAGE 11 OF 11 PAGES

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing

APPLICATION NO: 28

Contractor's signed certification is attached.

APPLICATION DATE: October 25, 2011

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

PERIOD TO: October 31, 2011

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

OWNER'S PROJECT NO: #1643.01

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)		H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		% (G + C)			
50 0001	Change Order #1 - Phase 1	88,184.00	88,184.00			88,184.00	100.00%		
50 0002	Change Order #2 - Phase 1	22,369.00	22,369.00			22,369.00	100.00%		
50 0003	Change Order #3 - Phase 1	23,670.00	23,670.00			23,670.00	100.00%		
50 0004	Change Order #4 - Phase 1	40,020.00	40,020.00			40,020.00	100.00%		
50 0005	Change Order #5 - Phase 1	26,835.00	26,835.00			26,835.00	100.00%		
50 0006	Change Order #6 - Phase 1	20,415.00	20,415.00			20,415.00	100.00%		
50 0007	Change Order #7 - Phase 1	31,057.00	31,057.00			31,057.00	100.00%		
50 0008	Change Order #8 - Phase 1	25,482.00	25,482.00			25,482.00	100.00%		
50 0009	Change Order #9 - Phase 1	35,680.00	35,680.00			35,680.00	100.00%		
50 0010	Change Order #10 - Phase 1	19,307.00	19,307.00			19,307.00	100.00%		
50 0011	Change Order #11 - Phase 1	17,798.00	17,798.00			17,798.00	100.00%		
50 0012	Change Order #12 - Phase 1	6,212.00	6,212.00			6,212.00	100.00%		
50 0013	Change Order #13 - Phase 1	4,343.00	4,343.00			4,343.00	100.00%		
50 0014	Change Order #14 - Phase 1	13,966.10	13,966.10			13,966.10	100.00%		
50 0015	Change Order #15 - Phase 2	4,093.00	4,093.00			4,093.00	100.00%		
50 0016	Change Order #16 - Phase 2	9,111.00	9,111.00			9,111.00	100.00%		
50 0017	Change Order #17 - Phase 2	11,910.00	11,910.00			11,910.00	100.00%		
50 0018	Change Order #18 - Phase 2	40,206.00	40,206.00			40,206.00	100.00%		
50 0019	Change Order #19 - Phase 2	18,917.00	18,917.00			18,917.00	100.00%		
50 0020	Change Order #20 - Phase 2	28,636.00	28,636.00			28,636.00	100.00%		
50 0021	Change Order #21 - Phase 2	8,081.00	8,081.00			8,081.00	100.00%		
50 0022	Change Order #22 - Phase 2	21,257.00	21,257.00			21,257.00	100.00%		
50 0023	Change Order #23 - Phase 2	(7,108.00)	(7,108.00)			(7,108.00)	100.00%		
50 0024	Change Order #24 - Phase 2	26,530.00	26,530.00			26,530.00	100.00%		
50 0025	Change Order #25 - Phase 2	4,188.00	4,188.00			4,188.00	100.00%		
50 0026	Change Order #26 - Phase 2	5,494.00	0.00	5,494.00		5,494.00	100.00%		
52 0028	Change Order #28 - Phase 2	1,624.00		1,624.00		1,624.00	100.00%		
Base Bid - Phase 1 & 2 Totals		11,501,900.00	11,372,239.05	127,631.95	0.00	11,499,871.00		2,029.00	0.00
Phase 1 Change Order Totals		375,338.10	375,338.10	0.00	0.00	375,338.10		0.00	0.00
Phase 2 Change Order Totals		172,939.00	165,821.00	7,118.00	0.00	172,939.00		0.00	0.00
Phase 1 & 2 Change Order Totals		548,277.10	541,159.10	7,118.00	0.00	548,277.10		0.00	0.00
Contract Totals		12,050,177.10	11,913,398.15	134,749.95	0.00	12,048,148.10	99.98%	2,029.00	0.00

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CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

CONSIDER APPROVAL OF THE 2011/2012 COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF INVER GROVE HEIGHTS AND LAW ENFORCEMENT LABOR SERVICES (LELS), LOCAL 189 (SERGEANTS)

Meeting Date: November 14, 2011
Item Type: Consent
Contact: Jenelle Teppen, 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 proposed 2011/2012 labor agreement between the City of Inver Grove Heights and LELS, Local 189 effective January 1, 2011, through December 31, 2012.

SUMMARY The City of Inver Grove Heights maintains a labor agreement with LELS, Local 189 which represents the City’s Sergeants. When reviewing conditions of employment and economic feasibility, the City compares wages, and benefits to those of similar communities. The Sergeants group has agreed to a 1% increase on January 1, 2011, a 1% increase on July 1, 2011, a 1% increase on January 1, 2012, and a .5% increase on July 1, 2012. The City also agreed to a one-time lump sum payment of \$250 to each employee in the bargaining unit to help offset the increase in health insurance premiums in 2012.

There were additional provisions proposed by both parties where we did not reach agreement. This agreement represents an equitable conclusion of bargaining to meet the needs of both parties. The Sergeants group voted to ratify the proposed agreement on Wednesday, October 19th.

Staff proposes that the funds for the 2011 wages come from contingency which has a balance of \$130,000; the 2012 wage increase will be calculated into the 2012 budget.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Final Compensating Change Order No. 2, Final Pay Voucher No. 4, Engineer's Report of Acceptance and Resolution Accepting Work for City Project No. 2010-09I- Blaine Avenue Full Depth Mill and Repave Project (North End)

Meeting Date: November 14, 2011
 Item Type: Consent
 Contact: Thomas J. Kaldunski, 651.450.2572 *TJK*
 Prepared by: Mike Edwards, Engineering Technician
 Reviewed by: Scott D. Thureen, Public Works Director *SST SB*

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED

Consider Final Compensating Change Order No. 2, Final Pay Voucher No. 4, Engineer's Report of Acceptance and Resolution Accepting Work for City Project No. 2010-09I – Blaine Avenue Mill and Repave

SUMMARY

The project was awarded on June 27, 2011 to Ace Blacktop, Inc. in the amount of \$407,527.86.

The contractor has completed the work in accordance with contract plans and specifications. Final Change Order No. 2 reconciles the difference between contract quantities and the final actual quantities.

Engineering recommends approval of Final Compensating Change Order No. 2 in the amount of (\$52,752.47) for a revised contract amount of \$464,098.89, Final Pay Voucher No. 4 in the amount of \$23,204.94, Engineer's Report of Acceptance and Resolution Accepting Work for City Project No. 2010-09I- Blaine Avenue Mill and Repave.

TJK/me

- Attachments: Final Compensating Change Order No. 2
 Final Pay Voucher No. 4
 Engineer's Report of Acceptance
 Resolution Accepting Work

FINAL COMPENSATING CHANGE ORDER NO. 2

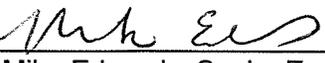
**City Project No. 2010-091
Blaine Avenue Mill and Repave**

Owner: City of Inver Grove Heights 8150 Barbara Avenue Inver Grove Heights, MN 55077	Date of Issuance: November 14, 2011
Contractor: Ace Blacktop, Inc. 7280 Dickman Trail Inver Grove Heights, MN 55076	Engineer: City of Inver Grove Heights

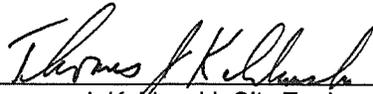
You are directed to make the following changes in the Contract Documents:

Purpose of Change Order:

The contract has been modified to include the following. Final compensating amount to balance value of work completed and total payments made to the contractor. Accounts for miscellaneous increases and decreases in contract quantities listed in Final Payment Voucher form.

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIME
Original Contract Price: \$407,527.86	Original Contract Time: September 9, 2011
Previous Change Orders \$109,323.50	Net Change from Previous Change Orders Increase 46 Days
Contract Price Prior to this Change Order \$ 516,851.36	Contract Time Prior to this Change Order November 15, 2011
Net Decrease of this Change Order (\$52,752.47)	Net Increase (Decrease) of Change Order
Contract Price with all Approved Change Orders \$ 464,098.89	Contract Time with Approved Change November 15, 2011
Recommended Approved	
By:  Mike Edwards, Senior Engineering Technician	By: _____ Ace Blacktop, Inc.

Approved By:


Thomas J. Kadunski, City Engineer

Approved By:

George Tourville, Mayor

Date of Council Action

November 14, 2011

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

ENGINEER'S REPORT OF FINAL ACCEPTANCE

CITY PROJECT NO. 2010-09I
BLAINE AVENUE MILL AND REPAVE

August 8, 2011

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 with Ace Blacktop, Inc for Blaine Avenue Mill and Repave.

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 Amount.....	\$407,527.86
Total Addition (Change Order No. 1).....	\$109,323.50
Total Deduction (Change Order No. 2)	(\$52,752.47)
Total Contract Amount.....	\$464,098.89
Total Value of Work to Date.....	\$464,098.89
Less Previous Payment.....	\$440,893.95
Total Approved for Payment this Voucher.....	\$23,204.94
Total Payments including this Voucher	\$464,098.89

Sincerely,



Thomas J. Kaldunski, P.E.
City Engineer

TJK/me

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

RESOLUTION ACCEPTING WORK OF ACE BLACKTOP, INC. AND AUTHORIZING FINAL
PAYMENT IN THE AMOUNT OF \$23,204.94

CITY PROJECT NO. 2010-09I
BLAINE AVENUE MILL AND REPAVE

RESOLUTION NO. _____

WHEREAS, pursuant to a written contract with the City of Inver Grove Heights dated June 27, 2011, Ace Blacktop, Inc. satisfactorily completed improvements and appurtenances for City Project No. 2010-09I – Blaine Avenue Mill and Repave.

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 14th day of November 2011.

AYES:

NAYS:

George Tourville, Mayor

ATTEST:

Melissa Rheaume, Deputy Clerk

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Change Order No. 1, Final Compensating Change Order No. 2, Final Pay Voucher No. 1, Engineer's Report of Acceptance and Resolution Accepting Work for City Project No. 2010-13 – Storm Water Facilities Maintenance Program Zone 1 (Southern Lakes Skimmer)

Meeting Date: November 14, 2011
 Item Type: Consent
 Contact: Thomas J. Kaldunski, 651.450.2572
 Prepared by: Mike Edwards, Engineering Technician
 Reviewed by: Scott D. Thureen, Public Works Director

SB SDR

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED

Consider Change Order No. 1, Final Compensating Change Order No. 2, Final Pay Voucher No. 1, Engineer's Report of Acceptance and Resolution Accepting Work for City Project No. 2010-13 – Storm Water Facilities Maintenance Program Zone 1 (Southern Lakes Skimmer)

SUMMARY

The project was awarded on August 22, 2011 to Gartzke Construction, Inc. in the amount of \$32,965.00.

The contractor has completed the work in accordance with contract plans and specifications. Change Order No. 1 covers unforeseen construction changes and Final Change Order No. 2 reconciles the difference between contract quantities and the final actual quantities.

Engineering recommends approval of Change Order No. 1 in the amount of \$3,144.30 and Final Compensating Change Order No. 2 in the amount of \$567.00 for a revised contract amount of \$36,676.30, Final Pay Voucher No. 1 in the amount of \$36,676.30, Engineer's Report of Acceptance and Resolution Accepting Work for City Project No. 2010-13 – Storm Water Facilities Maintenance Program Zone 1 (Southern Lakes Skimmer). This work is funded through the Street Maintenance budget (101.43.5200.443.40066).

TJK/me

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

CHANGE ORDER NO. 1

**City Project # 2010-13
2010 Storm Water Facility Maintenance Program Zone 1**

Owner: City of Inver Grove Heights 8150 Barbara Avenue Inver Grove Heights, MN 55077	Date of Issuance: November 3, 2011
Contractor: Gartzke Construction, Inc.. 2177 Highland Drive Hastings, MN 55033	Engineer: City of Inver Grove Heights

You are directed to make the following changes in the Contract Documents:

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

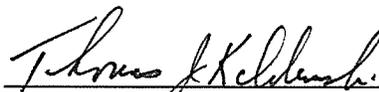
See attached sheet

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIME
Original Contract Price: \$ 32,965.00	Original Contract Time:
Previous Change Orders \$0.00	Net Change from Previous Change Orders
Contract Price Prior to these Change Orders \$ 32,965.00	Contract Time Prior to this Change Order
Net <u>Increase</u> of Change Order 1 \$ 3,144.30	Net Increase (Decrease) of Change Order
Contract Price with all Approved Change Orders \$ 36,109.30	Contract Time with Approved Change Orders
Recommended Approved	
By: _____ Mike Edwards, Senior Engineering Technician	By: _____ Gartzke Construction, Inc.

Approved By:

Approved By:

Date of Council Action


Thomas J. Kaldunski, City Engineer

George Tourville, Mayor

November 14, 2011

**City Project 2010-13
Attachment to Change Order Number 1**

Contractor: Gartzke Construction, Inc.
2177 Highland Drive
Hastings, MN 55033

Project: City Project # 2010-13 2010 Storm Water Facility Maintenance Program Zone 1

Description of Changes:

1. Due to dead vegetation and downed trees that were not encountered during the bid process the City requested additional tree removal at the cost of **\$800.00**.
2. The trash guard on flared end section 2579 was damaged prior to construction. The cost to weld this trash guard was **\$250.00**
3. Due to soils encountered under the structure trench stabilization rock was imported. The cost of this stabilization rock was \$65.00 per ton. This cost includes the placement of the rock and the rental of a trench box.
32.2 tons @ \$65.00/Ton = **\$2,094.30**

Total of Change Order #1

\$ 3,144.30

FINAL COMPENSATING CHANGE ORDER NO. 2

**City Project No. 2010-13
Storm Water Facility Maintenance Program Zone 1**

Owner: City of Inver Grove Heights 8150 Barbara Avenue Inver Grove Heights, MN 55077	Date of Issuance: November 14, 2011
Contractor: Gartzke Construction, Inc. 2177 Highland Drive Hastings, MN 55033	Engineer: City of Inver Grove Heights

You are directed to make the following changes in the Contract Documents:

Purpose of Change Order:

The contract has been modified to include the following: Final compensating amount to balance value of work completed and total payments made to the contractor. Accounts for miscellaneous increases and decreases in contract quantities listed in Final Payment Voucher form.

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIME
Original Contract Price: \$32,965.00	Original Contract Time:
Previous Change Orders \$3,144.30	Net Change from Previous Change Orders
Contract Price Prior to this Change Order \$36,109.30	Contract Time Prior to this Change Order
Net <u>Increase</u> of this Change Order \$567.00	Net Increase (Decrease) of Change Order
Contract Price with all Approved Change Orders Orders \$36,676.30	Contract Time with Approved Change
Recommended Approved	
By: _____ Mike Edwards, Senior Engineering Technician	By: _____ Gartzke Construction, Inc.

Approved By:

Approved By:

Date of Council Action

Thomas J. Kaldunski, City Engineer

George Tourville, Mayor

November 14, 2011

CITY OF INVER GROVE HEIGHTS
CONSTRUCTION PAYMENT VOUCHER

ESTIMATE NO. 1 (One) Final
DATE: November 4, 2011
PERIOD ENDING: October 31, 2011
CONTRACT: Storm Water Facility Maintenance Program – Zone 1
PROJECT NO: City Project No. 2010-13

TO: Gartzke Construction, Inc.
2177 highland Drive
Hastings, MN 55033

A.	Original Contract Amount.....	\$32,965.00
B.	Total Addition (Change Orders No. 1 and 2).....	\$3,711.30
C.	Total Deductions.....	\$0.00
D.	Total Contract Amount.....	\$36,676.30
E.	Total Value of Work to Date	\$36,676.30
F.	Less Retained (0%)	\$0.00
G.	Less Previous Payment.....	\$0.00
H.	Total Approved for Payment this Voucher	\$36,676.30 <i>SB</i>
I.	Total Payments Including this Voucher.....	\$36,676.30

APPROVALS:

Pursuant to our field observations, I hereby recommend for payment the above stated amount for work performed through October 31, 2011.

Signed by: _____ November 14, 2011
Thomas J. Kaldunski, City Engineer Date

Signed by: _____
Gartzke Construction Inc. Date

Signed by: _____ November 14, 2011
George Tourville, Mayor Date

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

ENGINEER'S REPORT OF FINAL ACCEPTANCE

**CITY PROJECT NO. 2010-13
2010 STORM WATER FACILITY MAINTENANCE PROGRAM ZONE 1**

November 3, 2011

**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 with Gartzke Construction, Inc for 2010 Storm Water Facility Maintenance Program Zone 1.

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 Amount.....	\$32,965.00
Total Addition (Change Orders No. 1, 2).....	\$3711.30
Total Deduction	(\$0.00)
Total Contract Amount.....	\$36,676.30
Total Value of Work to Date.....	\$36,676.30
Less Previous Payment	\$0.00
Total Approved for Payment this Voucher.....	\$36,676.30
Total Payments including this Voucher	\$36,676.30

Sincerely,

Thomas J. Kaldunski, P.E.
City Engineer

TJK/me

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

**RESOLUTION ACCEPTING WORK OF GARTZKE CONSTRUCTION, INC. AND
AUTHORIZING FINAL PAYMENT IN THE AMOUNT OF \$36,676.30**

**CITY PROJECT NO. 2010-13
STORM WATER FACILITY MAINTENANCE PROGRAM ZONE 1**

RESOLUTION NO. _____

WHEREAS, pursuant to a written contract with the City of Inver Grove Heights dated August 22, 2011, Gartzke Construction, Inc. satisfactorily completed improvements and appurtenances for City Project No. 2010-13 – Storm Water Facility Maintenance Program Zone 1.

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 14th day of November 2011.

AYES:

NAYS:

George Tourville, Mayor

ATTEST:

Melissa Rheaume, Deputy Clerk

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Final Compensating Change Order No. 2, Final Pay Voucher No. 2, Engineer's Final Report, and Resolution Accepting Work for City Project No. 2011-09A – Cracksealing

Meeting Date: November 14, 2011
 Item Type: Consent
 Contact: Thomas J. Kaldunski, 651.450.2572
 Prepared by: Thomas J. Kaldunski, City Engineer
 Reviewed by: Scott D. Thureen, Public Works Director

SAT
SB

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 Final Compensating Change Order No. 2, Final Pay Voucher No. 2, Engineer's Final Report, and Resolution Accepting Work for City Project No. 2011-09A – Cracksealing.

SUMMARY

The improvements were ordered as part of the 2011 Pavement Management Program. The contract was awarded in the amount of \$157,415.00 to Fahrner Asphalt on June 13, 2011 for City Project No. 2011-09A – Cracksealing.

The contractor has completed the work through October 31, 2011 in accordance with the contract plans and specifications.

I recommend approval of Final Compensating Change Order No. 2 in the reduced amount of (-\$4,830.40) which results in a final contract amount of \$159,784.60, Final Pay Voucher No. 2 in the amount of \$21,649.85, Engineer's Final Report, and Resolution Accepting Work for City Project No. 2011-09A – Cracksealing.

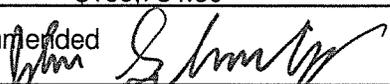
TJK/kf

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

FINAL

CHANGE ORDER NO. 2

2011 PAVEMENT MANAGEMENT PROGRAM
CITY PROJECT NO. 2011-09A
CRACKSEALING

Owner: City of Inver Grove Heights 8150 Barbara Avenue Inver Grove Heights, MN 55077	Date of Issuance: October 27, 2011
Contractor: Fahrner Asphalt Sealers P.O. Box 659 Eau Claire, WI 54702	Engineer: City Engineer
<u>PURPOSE OF CHANGE ORDER</u>	
See attached.	
CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIME
Original Contract Price: \$157,415.00	Original Contract Time:
Previous Change Orders \$7,200.00	Net Change from Previous Change Orders
Contract Price Prior to this Change Order \$164,615.00	Contract Time Prior to this Change Order
Net Decrease of this Change Order (\$4,830.40)	Net Increase (Decrease) of Change Order
Contract Price with all Approved Change Orders \$159,784.60	Contract Time with Approved Change
Recommended By:  John Schmeling, Engineering Technician	Approved By:  Fahrner Asphalt Greg Tolander, VP

Approved By:


Thomas J. Kalaunski, City Engineer

Approved By:

George Tourville, Mayor

Date of Council Action:

November 14, 2011

ATTACHMENT TO FINAL COMPENSATING CHANGE ORDER No. 2

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	\$ 159,784.60
Contract amount to date	\$ 164,615.00
Compensating Change Order Amount (Deduction)	-\$4,830.40

Total of Change Order Number 2 -\$4,830.40

CONSTRUCTION PAYMENT VOUCHER

ESTIMATE NO: 2 (Two) FINAL
DATE: November 14, 2011
PERIOD ENDING: October 31, 2011
CONTRACT: 2011 Pavement Management Program
PROJECT NO: 2011-09A Cracksealing

TO: Fahrner Asphalt Sealers
P.O. Box 659
Eau Claire, WI 54702

Original Contract Amount.....\$157,415.00
Total Addition (Change Order No. 1)..... \$7,200.00
Total Deduction (Final Compensating Change Order No. 2) \$4,830.40
Total Contract Amount.....\$159,784.60
Total Value of Work to Date.....\$159,784.60
Less Retained (0%) \$0.00
Less Previous Payment.....\$138,134.75
Total Approved for Payment this Voucher.....\$21,649.85 *fb*
Total Payments including this Voucher\$159,784.61

Approvals:

Pursuant to our field observation, I hereby recommend for payment the above-stated amount for work performed through October 31, 2011.

Signed by: *Thomas J. Kaldunski* November 14, 2011
Thomas J. Kaldunski, City Engineer

Signed by: *Greg Tolander* *2 Nov 11*
Fahrner Asphalt Sealers, VP Date

Signed by: _____ November 14, 2011
George Tourville, Mayor

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

ENGINEER'S REPORT OF FINAL ACCEPTANCE

CITY PROJECT NO. 2011-09A
CRACK SEAL

November 14, 2011

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 Fahrner Asphalt Sealers. The work consisted of crack sealing.

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	\$157,415.00
CHANGE ORDERS (Addition)	\$2,369.60
FINAL CONTRACT AMOUNT	\$159,784.60
FINAL VALUE OF WORK	\$159,784.60
PREVIOUS PAYMENTS	\$138,134.75
BALANCE DUE	\$21,649.85

Sincerely,



Thomas J. Kaldunski, P.E.
City Engineer

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

**RESOLUTION ACCEPTING WORK OF FAHRNER ASPHALT SEALERS AND AUTHORIZING
FINAL PAYMENT IN THE AMOUNT OF \$21,649.85**

**2011 PAVEMENT MANAGEMENT PROGRAM
CITY PROJECT NO. 2011-09A – CRACKSEAL**

RESOLUTION NO. _____

WHEREAS, pursuant to a written contract with the City of Inver Grove Heights dated June 13, 2011, Fahrner Asphalt Sealers, satisfactorily completed improvements and appurtenances for the 2011 Pavement Management Program, City Project No. 2011-09A – Crack Seal.

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 14th day of November 2011.

AYES:

NAYS:

George Tourville, Mayor

ATTEST:

Melissa Rheaume, Deputy Clerk

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Final Compensating Change Order No. 1, Final Pay Voucher No. 1, Engineer's Final Report and Resolution Accepting Work for City Project No. 2011-16 – 80th Street and Bowman Avenue Storm Sewer Maintenance Project

Meeting Date: November 14, 2011
Item Type: Consent
Contact: Thomas J. Kaldunski, 651.450.2572
Prepared by: Thomas J. Kaldunski, City Engineer
Reviewed by: Scott D. Thureen, Public Works Director

TJK

SM

SB

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED

Consider Final Compensating Change Order No. 1, Final Pay Voucher No. 1, Engineer's Final Report, and Resolution Accepting Work of Scherff, Inc. for City Project No. 2011-16 – 80th Street and Bowman Avenue Storm Sewer Maintenance Project.

SUMMARY

The improvements were included as part of the 2011 Storm Water Facility Maintenance Program. The contract was awarded in an amount of \$30,975.00 to Scherff, Inc. on August 22, 2011.

Final Compensating Change Order No. 1, a reduction in the amount of \$3,000.00, is for quantity adjustments required due to field conditions.

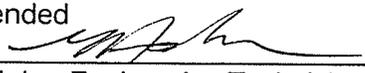
Engineering recommends approval of Final Compensating Change Order No. 1 in the amount of (\$3,000.00) (for a revised contract amount of \$27,975.00), approval of Final Pay Voucher No. 1 in the amount of \$27,975.00, Engineer's Final Report and Resolution Accepting Work of Scherff, Inc. for City Project No. 2011-16 – 80th Street and Bowman Avenue Storm Sewer Maintenance Project.

TJK/kf
Attachment: Final Compensating Change Order No. 1
Final Pay Voucher No. 1
Engineer's Final Report
Resolution

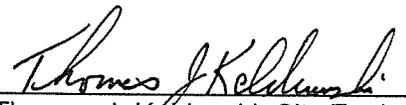
FINAL COMPENSATING CHANGE ORDER NO. 1

**2011 STORM WATER FACILITY MAINTENANCE PROGRAM
CITY PROJECT NO. 2011-16**

80TH STREET AND BOWMAN AVENUE STORM SEWER MAINTENANCE PROJECT

<p>Owner: City of Inver Grove Heights 8150 Barbara Avenue Inver Grove Heights, MN 55077</p> <p>Contractor: Scherff, Inc. 10410 Courthouse Blvd. Inver Grove Heights, MN 55077</p>	<p>Date of Issuance: November 4, 2011</p> <p>Engineer: City Engineer</p>
<p><u>PURPOSE OF CHANGE ORDER</u></p> <p>This Change Order is for quantity adjustments required due to field conditions.</p>	
CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIME
Original Contract Price: \$30,975.00	Original Contract Time:
Previous Change Orders \$0.00	Net Change from Previous Change Orders
Contract Price Prior to this Change Order \$30,975.00	Contract Time Prior to this Change Order
Net Increase (Decrease) of this Change Order (\$3000.00)	Net Increase (Decrease) of Change Order
Contract Price with all Approved Change Orders \$27,975.00	Contract Time with Approved Change
Recommended By:  Nick Hahn, Engineering Technician	Approved By:  Scherff, Inc.

Approved By:


Thomas J. Kaldunski, City Engineer

Approved By:

George Tourville, Mayor

Date of Council Action:

November 14, 2011

CONSTRUCTION PAY VOUCHER

ESTIMATE NO: 1 (Final)
DATE: November 4, 2011
PERIOD ENDING: October 31, 2011
CONTRACT: 80th Street and Bowman Avenue Storm Sewer Maintenance Project
PROJECT NO: 2011-16

TO: Scherff, Inc.
10410 Courthouse Blvd.
Inver Grove Heights, MN 55077

Original Contract Amount \$30,975.00
Total Addition..... \$0.00
Total Deduction (Change Order No. 1)..... (\$3000.00)
Total Contract Amount..... \$27,975.00
Total Value of Work to Date..... \$27,975.00
Less Retained (0%)..... \$0.00
Less Previous Payment..... \$0.00
Total Approved for Payment this Voucher \$27,975.00 SB
Total Payments including this Voucher..... \$27,975.00

Approvals:

Pursuant to our field observation, I hereby recommend for payment the above stated amount for work performed through October 31, 2011.

Signed by: Thomas J. Kaldunski, City Engineer November 4, 2011
Signed by: Scherff, Inc. 10/31/11 Date
Signed by: George Tourville, Mayor November 14, 2011

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

ENGINEER'S REPORT OF FINAL ACCEPTANCE

2011 STORM WATER FACILITY MAINTENANCE PROGRAM
CITY PROJECT NO. 2011-16 – 80TH STREET AND BOWMAN AVENUE STORM SEWER
MAINTENANCE PROJECT

November 4, 2011

TO THE CITY COUNCIL
INVER GROVE HEIGHTS, MINNESOTA

HONORABLE MAYOR AND CITY COUNCIL MEMBERS:

This is to advise you that I have reviewed the work under contract to Scherff, Inc. The work consisted of storm water facility maintenance within the City of Inver Grove Heights.

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

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

ORIGINAL CONTRACT PRICE	\$30,975.00
ADDITION (CHANGE ORDER NO. 1)	(\$3,000.00)
FINAL CONTRACT AMOUNT	\$27,975.00
FINAL VALUE OF WORK	\$27,975.00
PREVIOUS PAYMENTS	\$0.00
BALANCE DUE	\$27,975.00

Sincerely,



Thomas J. Kaldunski, P.E.
City Engineer

TJK/kf

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

**RESOLUTION ACCEPTING WORK OF SCHERFF, INC. AND AUTHORIZING FINAL
PAYMENT IN THE AMOUNT OF \$27,975.00**

**2011 STORM WATER FACILITY MAINTENANCE PROGRAM
CITY PROJECT NO. 2011-16 – 80TH STREET AND BOWMAN AVENUE STORM SEWER
MAINTENANCE PROJECT**

RESOLUTION NO. _____

WHEREAS, pursuant to a written contract with the City of Inver Grove Heights dated August 22, 2011, Scherff, Inc. satisfactorily completed improvements and appurtenances for the 2011 Storm Water Facility Maintenance Program, City Project No. 2011-16 – 80th Street and Bowman Avenue Storm Sewer Maintenance Project.

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 14th day of November 2011.

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. 16B with Kimley-Horn and Associates, Inc. for Railroad Coordination and Bidding Services for City Project No. 2010-22 – Ravine Pond Railroad Erosion Mitigation

Meeting Date: November 14, 2011
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

SM

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED

Consider resolution accepting Individual Project Order No. 16B with Kimley-Horn and Associates, Inc. for railroad coordination and bidding services for City Project No. 2010-22 – Ravine Pond Railroad Erosion Mitigation.

SUMMARY

The City has hired Kimley-Horn and Associates, Inc. as our consultant from the City’s engineering pool to provide services on City Project No. 2010-22 by approving IPO 16 and 16A in 2010. This project is intended to repair erosion damage from the Union Pacific Railroad that sent a plume of sediment into the ravine ponds (built as City Project No. 2008-10). The City has been working with Kimley-Horn and Associates Inc. and the Union Pacific Railroad to address these erosion repairs. Additional services were needed for Kimley-Horn and Associates, Inc. to coordinate with the railroad to bring the project to a conclusion. The project has resulted in cooperating partners completing storm sewer improvements on the WWKM site, removal of sediment and placement of rip-rap at the ravine pond, and the placement of erosion control along the UPRR at a significantly lower cost than a publicly bid drainage improvement project.

Kimley-Horn and Associates, Inc. has prepared a plan to reflect the modified project scope and conducted the bidding of the project.

It is recommended that the City Council approve the additional services provided by Kimley-Horn and Associates, Inc. as outlined in IPO 16B by adopting the attached resolution. The work shall be funded from the Closed Bond Fund.

TJK/kf

Attachments: Resolution
IPO No. 16B

**CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY**

RESOLUTION APPROVING INDIVIDUAL PROJECT ORDER NO. 16B WITH KIMLEY-HORN AND ASSOCIATES, INC. FOR ADDITIONAL ENGINEERING SERVICES AND BIDDING FOR CITY PROJECT NO. 2010-22 – RAVINE POND RAILROAD EROSION MITIGATION

RESOLUTION NO. _____

WHEREAS, Kimley-Horn and Associates, Inc. has submitted Individual Project Order No. 16B for additional engineering services to coordinate with the project stakeholders and securing of bids for the City repairs 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. 16B with Kimley-Horn and Associates, Inc. for the following work is hereby approved:

<u>Work Task</u>	<u>Estimated Fee</u>
Railroad coordination	\$6,000
Bidding services	3,000
Reimbursable expenses	<u>550</u>
	\$9,550

2. The City is authorized to enter into IPO No. 16B with Kimley-Horn and Associates, Inc.
3. The work shall be funded from the Closed Bond Fund.

Adopted by the City Council of Inver Grove Heights, MN this 14th day of November 2011.

AYES:
NAYS

George Tourville, Mayor

ATTEST:

Melissa Rheaume, Deputy Clerk

INDIVIDUAL PROJECT ORDER NUMBER 16B

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 April 19, 2011, which is incorporated herein by reference.

Identification of Project: Ravine Pond Railroad Erosion Mitigation Improvements
City Project 2010-22

General Category of Services: Preliminary Design Phase Services

Specific Scope of Basic Services: Provide additional project coordination and bidding services. 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: Preliminary Design Memo
Project Status Memo
Improvement Exhibit & Bid Form

Method of Compensation: To be billed on an hourly (cost plus) basis consistent with our current hourly rate schedule. See attached Exhibit B.

Special Terms of Compensation: None

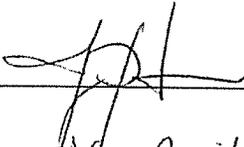
Other Special Terms of Individual Project Order: None

ACCEPTED:

CITY OF INVER GROVE HEIGHTS

KIMLEY-HORN AND ASSOCIATES, INC.

BY: _____

BY:  _____

TITLE: _____

TITLE: Vice President

DATE: _____

DATE: 10/5/11

EXHIBIT A
SCOPE OF SERVICES

INDIVIDUAL PROJECT ORDER (IPO) NO. 16B

RAVINE POND RAILROAD EROSION MITIGATION IMPROVEMENTS
CITY PROJECT 2010-22

This IPO includes project coordination and bidding services for Ravine Pond Railroad Erosion Mitigation Improvements.

Additional Railroad Coordination

Additional services were required to coordinate the preliminary project improvements with the Union Pacific Railroad (UPRR) due to the fact that a significant portion of the planned improvements were proposed within railroad right-of-way. Services included an additional site visit, additional conference calls with railroad personnel, and preparation of a preliminary design memo including exhibits to UPRR. As a result of coordination with the railroad and adjacent landowners, the scope of improvements changed significantly requiring Kimley-Horn to prepare a project status memo to City staff/council to document the new planned improvements and reasons for the change.

Bidding Services

City staff requested that Kimley-Horn obtain bids from contractors to implement the new scope of improvements to repair the eroded ravine and mitigate the potential for future erosion and subsequent sedimentation of the north Ravine Pond. Per direction from City staff, Kimley-Horn coordinated and attended an onsite pre-bid meeting with contractors, prepared an improvements exhibit and bid form, and solicited bids from four (4) contractors. We will also prepare a bid summary letter and contract documents.

EXHIBIT B
ESTIMATED COSTS

INDIVIDUAL PROJECT ORDER (IPO) NO. 16B

RAVINE POND RAILROAD EROSION MITIGATION IMPROVEMENTS
CITY PROJECT 2010-22

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 these services.

<u>Services</u>	<u>Fee Basis</u>	<u>Est. Cost</u>
Additional Railroad Coordination	Hourly	\$ 6,000
Bidding Services		\$ 3,000
Subtotal		\$ 9,000
Reimbursable Expenses		\$ 550
Total		\$ 9,550

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. Subconsultant costs will be billed directly to the City with no Kimley-Horn markup.

Our total estimated not-to-exceed cost for the scope of services included as a part of this IPO is, therefore, \$ 9,550 including all labor and reimbursable expenses.

EXHIBIT C
SCHEDULE

INDIVIDUAL PROJECT ORDER (IPO) NO. 16B

RAVINE POND RAILROAD EROSION MITIGATION IMPROVEMENTS
CITY PROJECT 2010-22

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

Onsite Pre-Bid Meeting	October 3, 2011
Receive Bids	October 6, 2011
Council Award Contract	October 10, 2011
Begin Construction	October 17, 2011
Construction Complete	November 2011

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Resolution Approving Agreement No. 99931 between the City of Inver Grove Heights and MnDOT to allow MnDOT to act as the City's Agent in Accepting Federal Aid

Meeting Date: November 14, 2011
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

SDT

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 resolution approving Agreement No. 99931 between the City of Inver Grove Heights and MnDOT to allow MnDOT to act as the City's Agent in Accepting Federal Aid.

SUMMARY

The City of Inver Grove Heights and MnDOT have had an agreement since 2003 that has allowed MnDOT to act as the City's agent in accepting federal aid. The 2003 agreement was related to the interchange of T.H. 52 and 117th Street. The old agreement is being updated to meet current federal and Mn/DOT standards.

This agreement covers the process that the City needs to follow before any City project utilizing federal funds is let out for bids. Agreement 99931 will serve as a master agreement covering all federally funded projects in the future. When a future project is ready to proceed with a bid letting, an amendment to this Agreement 99931 will be prepared for the specific project. Agreement 99931 will replace the 2003 agreement currently in place.

I recommend approval of the resolution authorizing Agreement No. 99931 between the City of Inver Grove Heights and MnDOT to allow MnDOT to act as the City's agent in accepting federal aid.

SDT/kf

Attachments: Resolution
Agreement No. 99931

**CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY**

**RESOLUTION APPROVING AGREEMENT NO. 99931 BETWEEN THE CITY OF INVER GROVE
HEIGHTS AND MN/DOT TO ALLOW MN/DOT TO ACT AS THE CITY'S AGENT IN ACCEPTING
FEDERAL AID**

RESOLUTION NO. _____

BE IT RESOLVED that pursuant to Minnesota Stat. Sec. 161.36, the Commissioner of Transportation be appointed as Agent of the City of Inver Grove Heights to accept as its agent, federal aid funds which may be made available for eligible transportation related projects.

BE IT FURTHER RESOLVED, the Mayor and City Clerk are hereby authorized and directed for and on behalf of the City to execute and enter into an agreement with the Commissioner of Transportation prescribing the terms and conditions of said federal aid participation as set forth and contained in "Minnesota Department of Transportation Agency Agreement No. 99931, a copy of which said agreement was before the City Council and which is made a part hereof by reference.

Adopted by the City Council of Inver Grove Heights, MN this 14th day of November 2011.

AYES:

NAYS:

George Tourville, Mayor

ATTEST:

Melissa Rheaume, Deputy Clerk

STATE OF MINNESOTA AGENCY AGREEMENT
BETWEEN
DEPARTMENT OF TRANSPORTATION
AND
THE CITY OF INVER GROVE HEIGHTS
FOR FEDERAL PARTICIPATION IN CONSTRUCTION

This agreement is entered into by and between the City of Inver Grove Heights and the State of Minnesota acting through its Commissioner of Transportation ("MnDOT"),

Pursuant to Minnesota Statutes Section 161.36, the City desires MnDOT to act as the City agent in accepting federal funds on the City behalf for the construction, improvement, or enhancement of transportation financed either in whole or in part by federal funds, hereinafter referred to as the "Project(s)"; and

This agreement is intended to cover all federal aid projects initiated by the City and therefore has not specific State Project number tied to it, and

The Catalog of Federal Domestic Assistance number or CFDA number is 20.205, and

This agreement supersedes agreement number 90519 and;

MnDOT requires that the terms and conditions of this agency be set forth in an agreement.

THE PARTIES AGREE AS FOLLOWS:

I. DUTIES OF THE CITY

A. DESIGNATION. The City designates MnDOT to act as its agent in accepting federal funds in its behalf made available for the Project(s). Details on the required processes and procedures are available on the State Aid Website

B. STAFFING.

1. The City will furnish and assign a publicly employed licensed engineer, ("Project Engineer"), to be in responsible charge of the Project(s) and to supervise and direct the work to be performed under any construction contract let for the Project(s). In the alternative where the City elects to use a private consultant for construction engineering services, the City will provide a qualified, full-time public employee of the City, to be in responsible charge of the Project(s). The services of the City to be performed hereunder may not be assigned, sublet, or transferred unless the City is notified in writing by MnDOT that such action is permitted under 23 CFR 1.33 and 23 CFR 635.105 and state law. This written consent will in no way relieve the City

from its primary responsibility for performance of the work.

2. During the progress of the work on the Project(s), the City authorizes its Project Engineer to request in writing specific engineering and/or technical services from MnDOT, pursuant to Minnesota Statutes Section 161.39. Such services may be covered by other technical service agreements. If MnDOT furnishes the services requested, and if MnDOT requests reimbursement, then the City will promptly pay MnDOT to reimburse the state trunk highway fund for the full cost and expense of furnishing such services. The costs and expenses will include the current MnDOT labor additives and overhead rates, subject to adjustment based on actual direct costs that have been verified by audit. Provision of such services will not be deemed to make MnDOT a principal or co-principal with respect to the Project(s).

C. LETTING. The City will prepare construction contracts in accordance with Minnesota law and applicable Federal laws and regulations.

1. The City will solicit bids after obtaining written notification from MnDOT that the Federal Highway Administration ("FHWA") has authorized the Project(s). Any Project(s) advertised prior to authorization will not be eligible for federal reimbursement.
2. The City will prepare the Proposal for Highway Construction for the construction contract, which will include all of the federal-aid provisions supplied by MnDOT.
3. The City will prepare and publish the bid solicitation for the Project(s) as required by state and federal laws. The City will include in the solicitation the required language for federal-aid construction contracts as supplied by MnDOT. The solicitation will state where the proposals, plans, and specifications are available for the inspection of prospective bidders, and where the City will receive the sealed bids.
4. The City may not include other work in the construction contract for the authorized Project(s) without obtaining prior notification from MnDOT that such work is allowed by FHWA. Failure to obtain such notification may result in the loss of some or all of the federal funds for the Project(s).
5. The City will prepare and sell the plan and proposal packages and prepare and distribute any addendums, if needed.
6. The City will receive and open bids.
7. After the bids are opened, the City Council will consider the bids and will award the bid to the lowest responsible bidder, or reject all bids. If the construction contract contains a goal for Disadvantaged Business Enterprises, the City will not award the bid until it has received certification of the Disadvantaged Business Enterprise participation from the MnDOT Equal Employment Opportunity Office.

D. CONTRACT ADMINISTRATION.

1. The City will prepare and execute a construction contract with the lowest responsible bidder, hereinafter referred to as the "Contractor," in accordance with the special provisions and the latest edition of MnDOT's Standard Specifications for Construction and all amendments thereto.
2. The Project(s) will be constructed in accordance with plans, special provisions, and standard specifications of each Project. The standard specifications will be the latest edition of MnDOT Standard Specifications for Highway Construction, and all amendments thereto. The plans, special provisions, and standard specifications will be on file at the City Engineer's Office. The plans, special provisions, and specifications are incorporated into this agreement by reference as though fully set forth herein.
3. The City will furnish the personnel, services, supplies, and equipment necessary to properly supervise, inspect, and document the work for the Project(s). The services of the City to be performed hereunder may not be assigned, sublet, or transferred unless the City is notified in writing by MnDOT that such action is permitted under 23 CFR 1.33 and 23 CFR 635.105 and state law. This written consent will in no way relieve the City from its primary responsibility for performance of the work.
4. The City will document quantities in accordance with the guidelines set forth in the Construction Section of the Electronic State Aid Manual that were in effect at the time the work was performed.
5. The City will test materials in accordance with the Schedule of Materials Control in effect at the time each Project was let. The City will notify MnDOT when work is in progress on the Project(s) that requires observation by the Independent Assurance Inspector as required by the Independent Assurance Schedule.
6. The City may make changes in the plans or the character of the work, as may be necessary to complete the Project(s), and may enter into supplemental agreement(s) with the Contractor. The City will not be reimbursed for any costs of any work performed under a supplemental agreement unless MnDOT has notified the City that the subject work is eligible for federal funds and sufficient federal funds are available.
7. The City will request approval from MnDOT for all costs in excess of the amount of federal funds previously approved for the Project(s) prior to incurring such costs. Failure to obtain such approval may result in such costs being disallowed for reimbursement.
8. The City will prepare reports, keep records, and perform work so as to enable MnDOT to collect the federal aid sought by the City. Required reports are listed in the MnDOT State Aid Manual, Delegated Contract Process Checklist, available from MnDOT's authorized representative. The City will retain all records and reports in accordance with MnDOT's record retention schedule for federal aid projects.
9. Upon completion of the Project(s), the Project Engineer will determine whether the work will be accepted.

E. PAYMENTS.

1. The entire cost of the Project(s) is to be paid from federal funds made available by the FHWA and by other funds provided by the City. The City will pay any part of the cost or expense of the Project(s) that is not paid by federal funds.
2. The City will prepare partial estimates in accordance with the terms of the construction contract for the Project(s). The Project Engineer will certify each partial estimate. Following certification of the partial estimate, the City will make partial payments to the Contractor in accordance with the terms of the construction contract for the Project(s).
3. Following certification of the partial estimate, the City may request reimbursement for costs eligible for federal funds. The City's request will be made to MnDOT and will include a copy of the certified partial estimate.
4. Upon completion of the Project(s), the City will prepare a final estimate in accordance with the terms of the construction contract for the Project(s). The Project Engineer will certify the final estimate. Following certification of the final estimate, the City will make the final payment to the Contractor in accordance with the terms of the construction contract for the Project(s).
5. Following certification of the final estimate, the City may request reimbursement for costs eligible for federal funds. The City's request will be made to MnDOT and will include a copy of the certified final estimate along with the required records.

F. LIMITATIONS.

1. The City will comply with all applicable Federal, State, and local laws, ordinances, and regulations.
2. Nondiscrimination. It is the policy of the Federal Highway Administration and the State of Minnesota that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance (42 U.S.C. 2000d). Through expansion of the mandate for nondiscrimination in Title VI and through parallel legislation, the proscribed bases of discrimination include race, color, sex, national origin, age, and disability. In addition, the Title VI program has been extended to cover all programs, activities and services of an entity receiving Federal financial assistance, whether such programs and activities are Federally assisted or not. Even in the absence of prior discriminatory practice or usage, a recipient in administering a program or activity to which this part applies, is expected to take affirmative action to assure that no person is excluded from participation in, or is denied the benefits of, the program or activity on the grounds of race, color, national origin, sex, age, or disability. It is the responsibility of the City to carry out the above requirements.

3. Workers' Compensation. Any and all employees of the City or other persons while engaged in the performance of any work or services required or permitted by the City under this agreement will not be considered employees of MnDOT, and any and all claims that may arise under the Workers' Compensation Act of Minnesota on behalf of said employees, or other persons while so engaged, will in no way be the obligation or responsibility of MnDOT. The City will require proof of Workers' Compensation Insurance from any contractor and sub-contractor.
4. Utilities. The City will treat all public, private or cooperatively owned utility facilities which directly or indirectly serve the public and which occupy highway rights of way in conformance with 23 CFR 645 "Utilities" which is incorporated herein by reference.

G. AUDIT.

1. The City will comply with the Single Audit Act of 1984 and Office of Management and Budget (OMB) circular A-133, which are incorporated herein by reference.
2. As provided under Minnesota Statutes Section 16C.05, subdivision 5, all books, records, documents, and accounting procedures and practices of the City are subject to examination by the United States Government, MnDOT, and either the Legislative Auditor or the State Auditor as appropriate, for a minimum of seven years. The City will be responsible for any costs associated with the performance of the audit.

H. MAINTENANCE. The City assumes full responsibility for the operation and maintenance of any facility constructed or improved under this Agreement.

I. CLAIMS. The City acknowledges that MnDOT is acting only as the City's agent for acceptance and disbursement of federal funds, and not as a principal or co-principal with respect to the Project. The City will pay any and all lawful claims arising out of or incidental to the Project including, without limitation, claims related to contractor selection (including the solicitation, evaluation, and acceptance or rejection of bids or proposals), acts or omissions in performing the Project work, and any ultra vires acts. The City will indemnify, defend (to the extent permitted by the Minnesota Attorney General), and hold MnDOT harmless from any claims or costs arising out of or incidental to the Project(s), including reasonable attorney fees incurred by MnDOT. The City's indemnification obligation extends to any actions related to the certification of DBE participation, even if such actions are recommended by MnDOT.

J. Federal Funding Accountability and Transparency Act (FFATA). This Agreement requires the City to provide supplies and/or services that are funded in whole or in part by federal funds that are subject to FFATA. The City is responsible for ensuring that all applicable requirements, including but not limited to those set forth herein, of FFATA are met and that the City provides information to the MnDOT as required.

1. Reporting of Total Compensation of the City's Executives.

- a. The City shall report the names and total compensation of each of its five most highly compensated executives for the City's preceding completed fiscal year, if in the City's preceding fiscal year it received:
- i. 80 percent or more of the City's annual gross revenues from Federal procurement contracts and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
 - ii. \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and
 - iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>).

Executive means officers, managing partners, or any other employees in management positions.

- b. Total compensation means the cash and noncash dollar value earned by the executive during the City's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):
- i. Salary and bonus.
 - ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
 - iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
 - iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
 - v. Above-market earnings on deferred compensation which is not tax qualified.
 - vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

2. The City must report executive total compensation described above to the MnDOT by the end of the month during which this agreement is awarded.
3. The City will obtain a Data Universal Numbering System (DUNS) number and maintain its DUNS number for the term of this agreement. This number shall be provided to MnDOT on the plan review checklist submitted with the plans for each project. More information about obtaining a DUNS Number can be found at: <http://fedgov.dnb.com/webform/>
4. The City's failure to comply with the above requirements is a material breach of this agreement for which the MnDOT may terminate this agreement for cause. The MnDOT will not be obligated to pay any outstanding invoice received from the City unless and until the City is in full compliance with the above requirements.

II. DUTIES OF MnDOT.

A. ACCEPTANCE. MnDOT accepts designation as Agent of the City for the receipt and disbursement of federal funds and will act in accordance herewith.

B. PROJECT ACTIVITIES.

1. MnDOT will make the necessary requests to the FHWA for authorization to use federal funds for the Project(s), and for reimbursement of eligible costs pursuant to the terms of this agreement.
2. MnDOT will provide to the City copies of the required Federal-aid clauses to be included in the bid solicitation and will provide the required Federal-aid provisions to be included in the Proposal for Highway Construction.
3. MnDOT will review and certify the DBE participation and notify the City when certification is complete. If certification of DBE participation (or good faith efforts to achieve such participation) cannot be obtained, then City must decide whether to proceed with awarding the contract. Failure to obtain such certification will result in the project becoming ineligible for federal assistance, and the City must make up any shortfall.
4. MnDOT will provide the required labor postings.

C. PAYMENTS.

1. MnDOT will receive the federal funds to be paid by the FHWA for the Project(s), pursuant to Minnesota Statutes § 161.36, Subdivision 2.
2. MnDOT will reimburse the City, from said federal funds made available to each Project, for each partial payment request, subject to the availability and limits of those funds.
3. Upon completion of the Project(s), MnDOT will perform a final inspection and verify the federal and state eligibility of all the payment requests. If the Project is found to have been completed in accordance with the plans and

specifications, MnDOT will promptly release any remaining federal funds due the City for the Project(s).

4. In the event MnDOT does not obtain funding from the Minnesota Legislature or other funding source, or funding cannot be continued at a sufficient level to allow for the processing of the federal aid reimbursement requests, the City may continue the work with local funds only, until such time as MnDOT is able to process the federal aid reimbursement requests.
- D. **AUTHORITY.** MnDOT may withhold federal funds, where MnDOT or the FHWA determines that the Project(s) was not completed in compliance with federal requirements.
 - E. **INSPECTION.** MnDOT, the FHWA, or duly authorized representatives of the state and federal government will have the right to audit, evaluate and monitor the work performed under this agreement. The City will make available all books, records, and documents pertaining to the work hereunder, for a minimum of seven years following the closing of the construction contract.
- III. **TORT LIABILITY.** Each party is responsible for its own acts and omissions and the results thereof to the extent authorized by law and will not be responsible for the acts and omissions of any others and the results thereof. The Minnesota Tort Claims Act, Minnesota Statutes Section 3.736, governs MnDOT liability.
 - IV. **ASSIGNMENT.** Neither party will assign or transfer any rights or obligations under this agreement without prior written approval of the other party.
 - V. **AMENDMENTS.** Any amendments/supplements to this Agreement will be in writing and executed by the same parties who executed the original agreement, or their successors in office.
 - VI. **AGREEMENT EFFECTIVE DATE.** This agreement is effective upon execution by the appropriate State officials pursuant to Minnesota Statutes Section 16C.05.
 - VII. **CANCELLATION.** This agreement may be canceled by the City or MnDOT at any time, with or without cause, upon ninety (90) days written notice to the other party. Such termination will not remove any unfulfilled financial obligations of the City as set forth in this Agreement. In the event of such a cancellation the City will be entitled to reimbursement for MnDOT-approved federally eligible expenses incurred for work satisfactorily performed on the Project to the date of cancellation subject to the terms of this agreement.
 - VIII. **DATA PRACTICES ACT.** The parties will comply with the provisions of the Minnesota Government Data Practices Act (Minnesota Statutes chapter 13) as it applies to all data gathered, collected, created, or disseminated related to this Agreement.

Remainder of this page left intentionally blank

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed intending to be bound thereby.

CITY OF INVER GROVE HEIGHTS

City certifies that the appropriate person(s) have executed the contract on behalf of the City as required by applicable articles, bylaws, resolutions or ordinances

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

2. DEPARTMENT OF TRANSPORTATION

By: _____

Title: Director
State Aid for Local Transportation

Date: _____

3. COMMISSIONER OF ADMINISTRATION

By: _____

Date: _____

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Proposal from Stantec Consulting Services, Inc. for Preparation of Part 1 of Wellhead Protection Plan

Meeting Date: November 14, 2011
 Item Type: Consent
 Contact: Jim Sweeney, 651.450.2565
 Prepared by: Scott D. Thureen, Public Works Director
 Reviewed by: *[Signature]*

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

Accept proposal from Stantec Consulting Services, Inc. for preparation of Part 1 of Wellhead Protection Plan.

SUMMARY

The City must prepare a Wellhead Protection Plan to meet the requirements of the 1989 Minnesota Groundwater Protection Act and the subsequent wellhead protection rules that were promulgated in 1997. Wellhead protection is a method of preventing contamination of a public water supply well by effectively managing potential contaminant sources in the area that contributes water to a public water supply well (a copy of a fact sheet from the Minnesota Department of Health (MDH) is attached).

Staff met with a representative of the MDH and a representative of Stantec Consulting Services, Inc. in late August to define the scope of Part 1 of the two-part process. Based on the discussions at that meeting, Stantec has prepared the attached proposal for completing Part 1 of the plan.

I recommend that the Council accept the proposal from Stantec and authorize staff to execute the agreement. The work would be funded from 501.50.7100.512.30300.

JS/kf
 Attachment: Fact sheet
 Proposal



Q & A - GENERAL GOALS AND REQUIREMENTS OF WELLHEAD PROTECTION



1. *What is wellhead protection?*

Wellhead protection is a method of preventing contamination of a public water supply well by effectively managing potential contaminant sources in the area which contributes water to a public water supply well.

2. *What authority does the Minnesota Department of Health have to implement wellhead protection?*

The department is granted authority under Minnesota Statutes, Section 103I, subdivision 5, and Minnesota Rules, parts 4720.5100 to 4720.5590. The statutory authority was granted in 1989 with the passing of the Minnesota Groundwater Protection Act, which was a response to the 1986 amendment to the federal Safe Drinking Water Act. The rules governing wellhead protection were adopted in November 1997.

3. *What is the benefit of wellhead protection?*

A very clear benefit of wellhead protection is the emphasis on the prevention of drinking water contamination versus the remediation of a contaminated drinking water supply. The cost of prevention is less than the cost of remediation.

4. *Does this rule affect private wells?*

No. It only affects public water supply wells.

5. *What is the definition of a public water supply well?*

A public water supply well provides drinking water for human use to 15 or more service connections or to 25 or more people for at least 60 days a year. A public water supply well is further defined as either a community or noncommunity water supply well.

- A. A community water supply well serves 15 or more service connections used by year-round residents or at least 25 year-round residents. Examples include municipalities, subdivisions, and nursing homes.
- B. Noncommunity water supply wells are divided into two groups:
 - A nontransient noncommunity supply well serves at least 25 of the same people over six months of the year. Examples include schools, factories, and hospitals.
 - A transient noncommunity well serves all other public water systems. Examples include restaurants, gas stations, churches, parks, and campgrounds.

6. *Is this voluntary?*

No. All public water suppliers will be required to implement wellhead protection measures as specified in Minnesota Rules, Chapter 4720.

7. *What is required of public water suppliers as the regulated group?*

All public water suppliers are required to manage an inner wellhead management zone, a 200-foot radius surrounding a public water supply, by:

- A. Maintaining the isolation distances defined in the state Well Code (Minnesota Rules, Chapter 4725) for newly installed potential sources of contamination.
- B. Monitoring existing potential sources of contamination that do not comply with the isolation distances defined in the state Well Code.
- C. Implementing wellhead protection measures for potential contaminant sources in the inner wellhead management zone.

In addition to the inner wellhead management zone requirements, owners and operators of community and nontransient noncommunity wells must prepare a wellhead protection plan which includes:

- A. A map showing the boundaries of the delineated wellhead protection area using the five criteria specified in the rule.
- B. A vulnerability assessment of the well and the wellhead protection area.
- C. An inventory of potential sources of contamination within the wellhead protection area based on the vulnerability assessment.
- D. A plan to manage and monitor existing and proposed potential sources of contamination.
- E. A contingency strategy for an alternate water supply should the water supply be disrupted by contamination or mechanical failure.

8. *Does a public water supplier have to own all the property within the inner wellhead management zone (200-foot radius of a public water supply well)?*

No. There is no requirement that a public water supplier own the property within the 200-foot radius which forms the inner wellhead management zone.

9. *What impact does wellhead protection have on submitting plans for constructing a new community water supply well?*

The current procedures for submitting pre-construction plans to the Minnesota Department of Health, Administrative Unit, and the driller's notification of intent to drill to the Well Management Section remain the same. The only change is a preliminary delineation of the wellhead protection area and assessment of the land use, based on existing data, must be completed and submitted with the pre-construction plans. This is required to assist with the siting of a new municipal well. This requirement does not apply to nonmunicipal community water suppliers nor to noncommunity water suppliers. The completion of a two-page form available from the Minnesota Department of Health will fulfill this requirement. A copy of this form can be obtained by calling 651-201-4700 or by visiting the website at: www.health.state.mn.us/divs/eh/water/swp/whp/fs/swpnwr.html.

10. *Must contaminant source control measures be implemented before a wellhead protection plan is submitted to the department for approval?*

No. The plan must identify the measures that will be used and when they will be implemented over a ten-year period, following department approval of the plan.

11. How much time is allowed to prepare a wellhead protection plan?

The minimum time is two years after entering the wellhead protection program. Additional six-month blocks of time are automatically awarded on a cumulative basis when (1) a system has multiple wells, (2) there is a lack of state and federal funding to support wellhead protection planning, (3) the public water supply system is privately owned, (4) the wellhead protection area is in more than two governmental jurisdictions, and (5) the pumping of a well in another system affects the boundaries of the wellhead protection area.

12. When is a public water supplier required to begin a wellhead protection plan?

In most cases, a public water supplier must begin preparing a wellhead protection plan when notified by the Minnesota Department of Health. Municipalities which add a well to their system will be required to prepare a wellhead protection plan once the well is in service as a water supply. Existing wells serving community and nontransient noncommunity water supplies will be phased into the wellhead protection program as time and resources permit. Vulnerable wells have high priority. The Minnesota Department of Health has developed a phasing list that helps determine the order public water suppliers will be brought into the program. This phasing criteria include water chemistry data, well construction information, and geological data. For more information related to the phasing criteria, please call Jim Walsh at 651-201-4654.

13. What support will the Minnesota Department of Health provide public water suppliers preparing a wellhead protection plan?

The Minnesota Department of Health is committed to providing technical support in the form of staff resources, training, guidance documents, and forms. Two staff members, a planner and hydrologist, will be assigned to each public water supplier at the time they enter the program. The level of support will vary depending on criteria such as the: staff and financial resources of the public water supply, governmental authority of the public water supplier, existing pumping test information, vulnerability of the geological setting, and level of support from local units of government and other organizations like the American Water Works Association and Minnesota Rural Water Association.

Part I

At the request of public water systems serving 3,300 people or less, the Minnesota Department of Health hydrologists will write that part of the wellhead protection plan related to delineating the drinking water supply management area and assessing well and aquifer vulnerability. The department also provides: data processing, wellhead protection plan templates, letter templates, request for proposal templates for systems acquiring the services of a consultant, and a listing of contacts.

Part II

At the request of public water systems serving 500 people or less, the Minnesota Department of Health planners will offer to prepare the portion of the wellhead protection plan that directly deals with managing the drinking water supply management area if a Wellhead Protection Team is assembled. For systems serving more than 500 people, the Minnesota Department of Health planner will meet with the systems to develop a budget regarding the financial resources required to meet state wellhead protection rule requirements. Data on potential contaminant sources, templates, and other technical assistance tools will also be provided. A public water system serving more than 500 people, that can demonstrate a need, will receive state assistance to the level agreed upon by the Minnesota Department of Health.

There is no fee due to the state for assistance with wellhead protection planning, but public water suppliers are asked to provide assistance with planning tasks when possible; for example, verifying well locations and providing land-use histories.



Stantec

Stantec Consulting Services Inc.
2335 Highway 36 West
St. Paul MN 55113
Tel: (651) 636-4600
Fax: (651) 636-1311

 **Bonestroo**

October 26, 2011

Jim Sweeney
City of Inver Grove Heights
8150 Barbara Avenue
Inver Grove Heights, MN 55077

Re:Part 1 Wellhead Protection Plan, City of Inver Grove Heights

Dear Mr. Sweeney:

This letter proposal outlines a scope and budget to complete your Part 1 Wellhead Protection Plan. As you will remember from the scoping meeting on August 23, 2011, the Part 1 process is a scientific phase that uses a computer groundwater model to determine the size and vulnerability of the well capture zones. Results of Part 1 are then used to develop the Part 2 contaminant source inventory and management plan. Since the scope of the Part 2 plan cannot be known until after Part 1 is completed, it is not possible to produce an accurate budget at this time for that portion of the work.

The following are tasks that will be required by the MDH in order to complete your Part 1 Wellhead Protection Plan:

Geologic Data Collection

In order to conceptualize the groundwater flow regime around the new well field, Bonestroo will need to compile well and aquifer data from the surrounding area to best determine the size, thickness, and transmissivity of the Prairie du Chien and Jordan aquifers. Some of this work was already done previously during the study that identified the best future well sites. Much of that effort can be used towards the wellhead protection update. However, some additional data elements will likely be needed to characterize the aquifer characteristics and surrounding well usage, including evaluation of all high-capacity wells, including private irrigation wells, within (and surrounding) Inver Grove Heights.

Estimated Cost: **\$1,000**

Aquifer Pumping Test

In order to accurately characterize flow within the Jordan aquifer that supplies the municipal wells, an aquifer pumping test is required to determine the transmissivity and storativity of the aquifer. Fortunately, Bonestroo planned ahead for this requirement and conducted 24-hour pumping tests on Wells 8 and 9 at the time they were developed. The tests were designed to run in accordance with MDH guidelines for wellhead protection planning. Therefore, at this time, we do not anticipate any additional aquifer pumping tests will be required at this time.

Estimated Cost: **\$0**

Computer Groundwater Model

Numerous computer groundwater models exist for the area surrounding Inver Grove Heights. As such, we propose to use the best existing model (or combination of models) to simulate local groundwater flow conditions. Geologic data and aquifer performance tests will be incorporated into a suitable MLAEM or MODFLOW modeling platform, which must then be calibrated to match local water level data. Pumping impacts from high capacity wells (both municipal and non-municipal wells) must also be simulated within the model. The model ultimately produces the calculated capture zone for each City well.

Estimated Cost: **\$2,500**

Fracture Flow Analysis

Since the Inver Grove Heights wells get some of their water from the Prairie du Chien-Jordan aquifer system, there is some uncertainty about how water flows through the fractured Prairie du Chien unit. Fractures within the aquifer have the ability to rapidly transmit water over distances, in a manner which the computer groundwater model cannot accurately predict. As such, the MDH has an added guidance for adding these uncertainties to the calculated capture zones. This task covers the effort to work with the MDH to account for these uncertainties.

Estimated Cost: **\$1,500**

Delineation of the WHPA and DWSMA

Output from the computer groundwater model and the fracture flow analysis is used to project the 1-year and 10-year capture zones for all active City wells, which will serve as the wellhead protection area (WHPA). Based on these capture zones, the drinking water supply management area (DWSMA) is drawn, using parcel lines and roadways to identify to the extent of the WHPA. The DWSMA is the area which will be managed for the Part 2 plan.

Estimated Cost: **\$750**

Vulnerability Assessment

Once the extent of the DWSMA is identified, the vulnerability of the aquifer underlying this area must be assessed. Geologic well logs and boring logs are studied to map the areas of the DWSMA with the highest vulnerability to contamination. Also, the assessment determines the vulnerability level of each individual well, looking at details such as well construction, geochemistry data, well performance, and surrounding geology.

Estimated Cost: **\$1,250**

Stantec

City of Inver Grove Heights
Part 1 Wellhead Protection Plan
Page 3 of 4

Project Report

All of the above tasks are presented to the MDH in report format. The report summarizes the development and calibration of the groundwater model. It presents all of the data requested by the MDH in their scoping meeting. It also graphically represents the DWSMA and discusses the vulnerability of the aquifers to contamination. The report is prepared in both paper format and electronic formats for the City's use and for MDH submittal. All relevant maps and figures are prepared in GIS-compatible formats for future incorporation into City planning and land use maps.

Estimated Cost: **\$2,000**

Project Meetings

During the course of the project, it is anticipated that three meetings will be required:

1. Pre-Delineation Meeting – Once the computer groundwater model is nearing completion, a technical meeting is held between MDH staff and Stantec, to ensure that the model fulfills MDH requirements. This meeting is usually held at MDH offices in St. Paul and doesn't require City staff to attend.
2. Draft Report Review Meeting – The results of the draft report are presented to City staff for review and comments.
3. Public Information Meeting – After the Part 1 plan is approved, the MDH requires that a public information meeting be held to present the results of the plan to the general public. This can be done either at a City Council meeting or can be held as a separate meeting, whichever is preferred by City staff.

Estimated Cost: **\$875**

The total proposed cost of completing the above tasks, to be completed on a time and materials basis, is **\$9,875**. Since the MDH is currently in the process of re-working their rules for conducting the fracture flow analysis, there is a possibility that the new rules will require additional work not included in this budget proposal. If that is the case, any anticipated budget adjustments will be communicated to City staff for their approval.

The estimated time frame to complete the Part 1 Wellhead Protection Plan update is 6-10 months, including MDH review periods for the plan. We propose a target completion date for the Part 1 plan of August 25, 2012. That leaves three years remaining in the project schedule until the MDH requires the completion of the Part 2 plan (which is due August 25, 2015).

Following the completion of Part 1, the City will then hold another scoping meeting with the MDH to kick off the Part 2 planning process. Since the scope and budget for the Part 2 Wellhead Protection Plan is highly dependent on the results of the Part 1 plan, an accurate budget for Part 2 cannot be determined at this time.

Stantec

City of Inver Grove Heights
Part 1 Wellhead Protection Plan
Page 4 of 4

If this proposal, and the attached terms and conditions, are acceptable to you, please have an authorized City representative sign and return one copy of this letter proposal to Mark Janovec at Stantec.

If you have any questions regarding this proposal, please direct those questions to Mark Janovec at (651) 604-4831. We look forward to working with you on your Wellhead Protection Plan.

Sincerely,

STANTEC, INC.

CITY OF INVER GROVE HEIGHTS

By 
Mark T. Janovec, PG
Project Manager

By _____
(signature)

(printed name and title)

Date 10/26/2011

Date _____

By 
Mark R. Rolfs, PE
Senior Associate

Date 10/26/2011

Attachment: Stantec Professional Services Terms and Conditions



Stantec

The following Terms and Conditions are attached to and form part of the Proposal for Professional Services to be performed by STANTEC and together, when the CLIENT authorizes STANTEC to proceed with the services, constitute the AGREEMENT.

DESCRIPTION OF WORK: STANTEC shall render the services described in the Proposal (hereinafter called the "SERVICES") to the CLIENT.

TERMS AND CONDITIONS: No terms, conditions, understandings, or agreements purporting to modify or vary these Terms and Conditions shall be binding unless hereafter made in writing and signed by the CLIENT and STANTEC. In the event of any conflict between the Proposal and these Terms and Conditions, these Terms and Conditions shall take precedence. This AGREEMENT supercedes all previous agreements, arrangements or understandings between the parties whether written or oral in connection with or incidental to the PROJECT

COMPENSATION: Payment is due to STANTEC upon receipt of invoice. Failure to make any payment when due is a material breach of this AGREEMENT and will entitle STANTEC, at its option, to suspend or terminate this AGREEMENT and the provision of the SERVICES. Interest will accrue on accounts overdue by 30 days at the lesser of 1.5 percent per month (18 percent per annum) or the maximum legal rate of interest. Unless otherwise noted, the fees in this agreement do not include any value added, sales, or other taxes that may be applied by Government on fees for services. Such taxes will be added to all invoices as required.

NOTICES: Each party shall designate a representative who is authorized to act on behalf of that party. All notices, consents, and approvals required to be given hereunder shall be in writing and shall be given to the representatives of each party.

TERMINATION: Either party may terminate the AGREEMENT without cause upon thirty (30) days notice in writing. If either party breaches the AGREEMENT and fails to remedy such breach within seven (7) days of notice to do so by the non-defaulting party, the non-defaulting party may immediately terminate the Agreement. Non-payment by the CLIENT of STANTEC's invoices within 30 days of STANTEC rendering same is agreed to constitute a material breach and, upon written notice as prescribed above, the duties, obligations and responsibilities of STANTEC are terminated. On termination by either party, the CLIENT shall forthwith pay STANTEC all fees and charges for the SERVICES provided to the effective date of termination.

ENVIRONMENTAL: Except as specifically described in this AGREEMENT, STANTEC's field investigation, laboratory testing and engineering recommendations will not address or evaluate pollution of soil or pollution of groundwater.

Where the SERVICES include storm water pollution prevention (SWPP), sedimentation or erosion control plans, specifications, procedures or related construction observation or administrative field functions, CLIENT acknowledges that such SERVICES proposed or performed by STANTEC are not guaranteed to provide complete SWPP, sedimentation or erosion control, capture all run off or siltation, that any physical works are to be constructed and maintained by the CLIENT's contractor or others and that STANTEC has no control over the ultimate effectiveness of any such works or procedures. Except to the extent that there were errors or omissions in the SERVICES provided by STANTEC, CLIENT agrees to indemnify and hold STANTEC harmless from and against all claims, costs, liabilities or damages whatsoever arising from any storm water pollution, erosion, sedimentation, or discharge of silt or other deleterious substances into any waterway, wetland or woodland and any resulting charges, fines, legal action, cleanup or related costs.

PROFESSIONAL RESPONSIBILITY: In performing the SERVICES, STANTEC will provide and exercise the standard of care, skill and diligence required by customarily accepted professional practices normally provided in the performance of the SERVICES at the time and the location in which the SERVICES were performed.

LIMITATION OF LIABILITY: The CLIENT releases STANTEC from any liability and agrees to defend, indemnify and hold STANTEC harmless from any and all claims, damages, losses, and/or expenses, direct and indirect, or consequential damages, including but not limited to attorney's fees and charges and court and arbitration costs, arising out of, or claimed to arise out of, the performance of the SERVICES, excepting liability arising from the sole negligence of STANTEC. It is further agreed that the total amount of all claims the CLIENT may have against STANTEC under these Terms and Conditions, including but not limited to claims for negligence, negligent misrepresentation and breach of contract, shall be strictly limited to the lesser of professional fees paid to STANTEC for the SERVICES or five hundred thousand dollars (\$500,000). No claim may be brought against STANTEC more than two (2) years after the cause of action arose. As the CLIENT's sole and exclusive remedy under these Terms and Conditions any claim, demand or suit shall be directed and/or asserted only against STANTEC and not against any of STANTEC's employees, officers or directors.

INDEMNITY FOR MOLD CLAIMS: It is understood by the parties that existing or constructed buildings may contain mold substances that can present health hazards and result in bodily injury, property damage and/or necessary remedial measures. If, during performance of the SERVICES, STANTEC knowingly encounters any such substances, STANTEC shall notify the CLIENT and, without liability for consequential or any other damages, suspend performance of services until the CLIENT retains a qualified specialist to abate and/or remove the mold substances. The CLIENT agrees to release and waive all claims, including consequential damages, against STANTEC, its subconsultants and their officers, directors and employees arising from or in any way connected with the existence of mold on or about the project site whether during or after completion of the SERVICES. The CLIENT further agrees to indemnify and hold STANTEC harmless from and against all claims, costs, liabilities and damages, including reasonable attorneys' fees and costs, arising in any way from the existence of mold on the project site whether during or after completion of the SERVICES, except for those claims, liabilities, costs or damages caused by the sole gross negligence and/or knowing or willful misconduct of STANTEC. STANTEC and the CLIENT waive all rights against each other for mold damages to the extent that such damages sustained by either party are covered by insurance.



Stantec

DOCUMENTS: All of the documents prepared by or on behalf STANTEC in connection with the PROJECT are instruments of service for the execution of the PROJECT. STANTEC retains the property and copyright in these documents, whether the PROJECT is executed or not. These documents may not be used for any other purpose without the prior written consent of STANTEC. In the event STANTEC's documents are subsequently reused or modified in any material respect without the prior consent of STANTEC, the CLIENT agrees to defend, hold harmless and indemnify STANTEC from any claims advanced on account of said reuse or modification.

STANTEC cannot guarantee the authenticity, integrity or completeness of data files supplied in electronic format ("Electronic Files"). CLIENT shall release, indemnify and hold STANTEC, its officers, employees, consultants and agents harmless from any claims or damages arising from the use of Electronic Files. Electronic files will not contain stamps or seals, remain the property of STANTEC, are not to be used for any purpose other than that for which they were transmitted, and are not to be retransmitted to a third party without STANTEC's written consent.

FIELD SERVICES: STANTEC shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with work on the PROJECT, and shall not be responsible for any contractor's failure to carry out the work in accordance with the contract documents. STANTEC shall not be responsible for the acts or omissions of any contractor, subcontractor, any of their agents or employees, or any other persons performing any of the work in connection with the PROJECT.

GOVERNING LAW/COMPLIANCE WITH LAWS: The AGREEMENT shall be governed, construed and enforced in accordance with the laws of the jurisdiction in which the majority of the SERVICES are performed. STANTEC shall observe and comply with all applicable laws, continue to provide equal employment opportunity to all qualified persons, and to recruit, hire, train, promote and compensate persons in all jobs without regard to race, color, religion, sex, age, disability or national origin or any other basis prohibited by applicable laws.

DISPUTE RESOLUTION: If requested in writing by either the CLIENT or STANTEC, the CLIENT and STANTEC shall attempt to resolve any dispute between them arising out of or in connection with this AGREEMENT by entering into structured non-binding negotiations with the assistance of a mediator on a without prejudice basis. The mediator shall be appointed by agreement of the parties. If a dispute cannot be settled within a period of thirty (30) calendar days with the mediator, if mutually agreed, the dispute shall be referred to arbitration pursuant to laws of the jurisdiction in which the majority of the SERVICES are performed or elsewhere by mutual agreement.

ASSIGNMENT: The CLIENT and STANTEC shall not, without the prior written consent of the other party, assign the benefit or in any way transfer the obligations under these Terms and Conditions or any part hereof.

SEVERABILITY: If any term, condition or covenant of the AGREEMENT is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of the AGREEMENT shall be binding on the CLIENT and STANTEC.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Resolution Authorizing an Appraisal Benefit Analysis by Metzen Appraisers for City Project No. 2001-12 – Concord Blvd. (CSAH 56) Improvement – Phase II (Corcoran Path to 65TH Street)

Meeting Date: September 26, 2011
 Item Type: Consent
 Contact: Thomas J. Kaldunski, 651.450.2572
 Prepared by: Steve W. Dodge, Assist. City Engineer
 Reviewed by: Scott D. Thureen, Public Works Director



Fiscal/FTE Impact:

- None
- Amount included in current budget
- Budget amendment requested
- FTE included in current complement
- New FTE requested – N/A
- Other: Special Assessments, Pavement Management Fund, State Aid Turn-back Funds, Water Fund, Sewer Fund

PURPOSE/ACTION REQUESTED

Consider a resolution authorizing an appraisal benefit analysis by Metzen Appraisers for City Project No. 2001-12 – Concord Boulevard (CSAH 56) Improvement – Phase II (Corcoran Path to 65th Street).

SUMMARY

This project has been completed and an assessment hearing is proposed for spring of 2012. Staff has received a quote from Metzen Appraisals for completing a benefit analysis report in the amount of \$15,000 for the 41 parcels consisting of single family homes, townhouses, apartment buildings, duplexes, industrial, commercial and public property.

I recommend adopting the attached resolution authorizing an Appraisal Benefit Analysis by Metzen Appraisers in the amount of \$15,000 for City Project No. 2001-12 – Concord Blvd. (CSAH 56) Improvement – Phase II - Corcoran Path to 65th Street. The work will be funded from the project contingency.

TJK/kf

Attachments: Resolution
 Project Map

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

**CITY PROJECT NO. 2001-12 – CONCORD BLVD (CSAH 56) IMPROVEMENT
CORCORAN PATH TO 65TH STREET**

RESOLUTION NO. _____

WHEREAS, by resolution of the City Council on April 14, 2008, City Project No. 2001-12 – Concord Boulevard (CSAH 56) Improvement (Corcoran Path to 65th Street) was ordered; and

WHEREAS, City Project No. 2001-12 is completed and an assessment hearing is proposed for spring of 2012; and

WHEREAS, a benefit analysis appraisal has been conducted on other City projects that are partially funded through assessments to show fair market value and these benefit appraisals have been of benefit to the City in determining assessment values.

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

1. Staff is authorized to contract with a certified property appraiser to obtain assessment benefit for the project area of City Project No. 2001-12 – Concord Boulevard (CSAH 56) Improvement – Phase II (Corcoran Path to 65th Street).
2. The work shall be funded from the project contingency.

Adopted by the City Council of Inver Grove Heights, Minnesota this 14th day of November 2011.

AYES:

NAYS:

George Tourville, Mayor

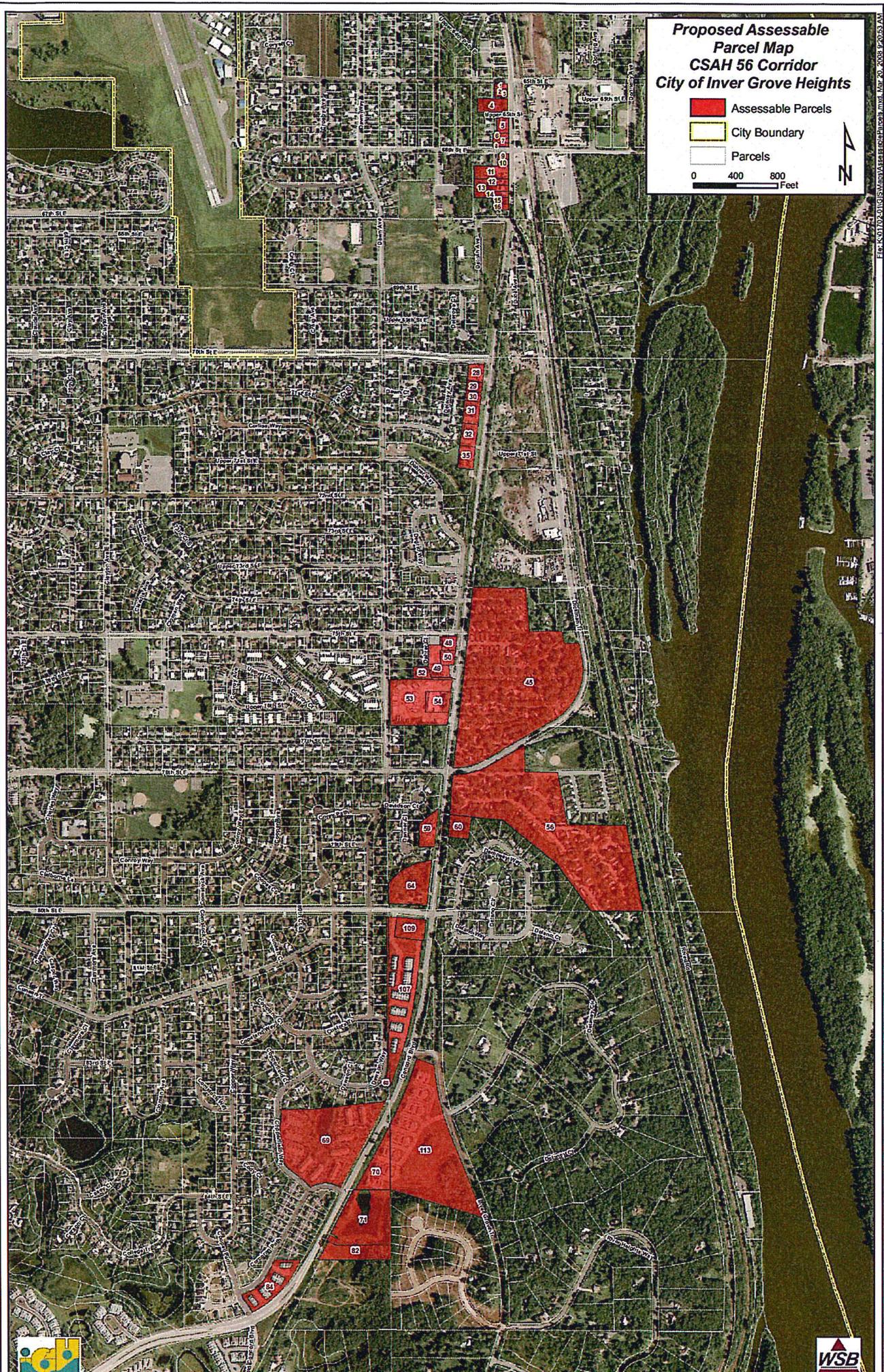
ATTEST:

Melissa Rheaume, Deputy Clerk

**Proposed Assessable Parcel Map
CSAH 56 Corridor
City of Inver Grove Heights**

- Assessable Parcels
- City Boundary
- Parcels

0 400 800 Feet

FILE: K:\01\01\GIS\Map\AssessableParcel.mxd, Map: 20_2008.P, 03/31/08



CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Resolution Authorizing an Appraisal Benefit Analysis by Metzen Appraisers for City Project No. 2009-11 – Concord Blvd. (CSAH 56) Improvement – Phase III (65th Street to Linden Street)

Meeting Date: September 26, 2009
 Item Type: Consent
 Contact: Thomas J. Kaldunski, 651.450.2572
 Prepared by: Steve W. Dodge, Assist. City Engineer
 Reviewed by: Scott D. Thureen, Public Works Director

SAT

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, State Aid Turn-back Funds, Water Fund, Sewer Fund

PURPOSE/ACTION REQUESTED

Resolution authorizing an appraisal benefit analysis by Metzen Appraisers for City Project No. 2009-11 – Concord Blvd. (CSAH 56) Improvement – Phase III (65th Street to Linden Street).

SUMMARY

This project has been completed and an assessment hearing is proposed for spring of 2012. Staff has received a quote from Metzen Appraisals for completing a benefit analysis report in the amount of \$12,000 for the 60 parcels consisting of predominantly single family homes, industrial, commercial and public property.

I recommend adopting the attached resolution authorizing an Appraisal Benefit Analysis by Metzen Appraisers in the amount of \$12,000 for City Project No. 2009-11 – Concord Blvd. (CSAH 56) Improvement – Phase III (65th Street to Linden Street). The work will be funded from the project contingency.

TJK/kf
 Attachments: Resolution
 Project Map

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

**CITY PROJECT NO. 2009-11 – CONCORD BLVD (CSAH 56) IMPROVEMENT PHASE III
(65TH STREET TO LINDEN STREET)**

RESOLUTION NO. _____

WHEREAS, by resolution of the City Council on May 11, 2009, City Project No. 2001-12 – Concord Boulevard (CSAH 56) Improvement (Corcoran Path to 65th Street) was ordered; and

WHEREAS, City Project No. 2009-11 is completed and an assessment hearing is proposed for spring of 2012; and

WHEREAS, a benefit analysis appraisal has been conducted on other City projects that are partially funded through assessments to show fair market value and these benefit appraisals have been of benefit to the City in determining assessment values.

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

1. Staff is authorized to contract with a certified property appraiser to obtain assessment benefit for the project area of City Project No. 2009-11 – Concord Boulevard (CSAH 56) Improvement – Phase III (65th Street to Linden Street).
2. The work shall be funded from the project contingency.

Adopted by the City Council of Inver Grove Heights, Minnesota this 14th day of November 2011.

AYES:

NAYS:

George Tourville, Mayor

ATTEST:

Melissa Rheume, Deputy Clerk



Assessable Parcel Map

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

Prepared by:
 WSB
 55 Years of Service
 1958-2013



File # 01102-110201-DarAssessableParcelMap.mxd July 07, 2007 04:35:54

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Resolution Approving a Repair Agreement on Clark Road with Dahn Construction as Part of City Project No. 2007-17 and with Park Construction as part of City Project No. 2003-03

Meeting Date: November 14, 2011
 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

SAJ

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED

Consider resolution approving a repair agreement on Clark Road with Dahn Construction and Park Construction to implement repairs of a settlement in Clark Road near 10825 Courthouse Boulevard.

SUMMARY

The City has entered into agreements with Dahn Construction and Park Construction for various improvements on Clark Road near T.H. 52. Dahn Construction was contracted to do various utility improvements as part of City Project No. 2003-03 – Southern Sanitary Sewer System Improvements. Park Construction was hired to construct Clark Road as part of City Project No. 2007-17 Clark Road improvements. Both contractors did work in the same vicinity of the road settlement near 10825 Courthouse Boulevard.

The City identified the settlement in Clark Road between MH 18A and 18B and notified both contractors to repair the settlement. The City and the contractors negotiated the attached repair agreement. The terms of the agreement outline the contractor’s responsibilities. An estimated \$50,000 of repairs was completed by the responsible partners. The City agreed to pay for some additional subgrade improvements (placement of an additional 12” of sand sub-base and the installation of drain tile to ensure the repairs meet current City street standards at a cost of \$3,500. This cost will be funded through the City’s Pavement Management Fund. The City has received a warranty on the repair work as outlined in the agreement.

SDT/kf

- Attachments: November 9, 2011 Memo from Tim Kuntz
 Map of area
 Repair agreement
 Resolution

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

ATTORNEYS AT LAW

MEMO

TIMOTHY J. KUNTZ
DANIEL J. BEESON
*KENNETH J. ROHLF
◊STEPHEN H. FOCHLER
◊JAY P. KARLOVICH
ANGELA M. LUTZ AMANN
*KORINE L. LAND
ANN C. O'REILLY
◻*DONALD L. HOEFT
DARCY M. ERICKSON
DAVID S. KENDALL
BRIDGET McCAULEY NASON
DAVID B. GATES
HAROLD LEVANDER
1910-1992
ARTHUR GILLEN
1919-2005
ROGER C. MILLER
1924-2009

*ALSO ADMITTED IN WISCONSIN
◊ALSO ADMITTED IN NORTH DAKOTA
◻ALSO ADMITTED IN MASSACHUSETTS
◻ALSO ADMITTED IN OKLAHOMA

TO: Mayor and Councilmembers
FROM: Timothy J. Kuntz and Ann O'Reilly, City Attorneys
DATE: November 9, 2011
RE: Repair Agreement for Clark Road Repairs
Inver Grove Heights Southern Sanitary Sewer System Improvements (City Project 2003-03) and Clark Road Improvements (City Project 2007-17)
November 14, 2011 City Council Meeting

Section 1. Background. In 2008, the City and Dahn Construction Co. ("Dahn") entered into a construction contract with respect to City Project No. 2003-03 Southern Sanitary Sewer System Improvements ("Dahn Project"). The Dahn Project involved the installation of a sanitary sewer system in the area of Clark Road and Highway 52.

In 2009, the City and Park Construction Company ("Park") entered into a construction contract with respect to City Project No. 2007-17, Clark Road Improvements ("Park Project"). The Park Project involved the construction of an extension of Clark Road, as well as the installation of storm sewer, curb, and gutter improvements in the area of Clark Road and Highway 52.

After the installation of the sanitary sewer lines by Dahn, Park began construction of the bituminous road, storm sewer, and curb and gutter improvements. Both the contract between the City and Dahn ("Dahn Contract") and the contract between the City and Park ("Park Contract") contained various specifications related to backfill and compaction of soils to prevent the settlement of land in the area where the sanitary sewer, storm sewer, roadway, curb, and gutter improvements were installed.

After the completion of the Dahn and Park Projects, the City discovered that a portion of the bituminous roadway, concrete curb and gutter, and vegetated area along Clark Road had settled in the area between sanitary sewer manholes ("MH") 18A and 18B on Clark Road. The settlement eventually resulted in corrosion of the bituminous on Clark Road and sloping of the surrounding land in the area between MH 18A and MH 18B on Clark Road.

The City immediately notified Dahn and Park of the settlement and demanded repair of the defect pursuant to the Dahn and Park Contracts, and the warranties and guarantees contained therein. The City also retained American Engineering Testing, Inc. ("AET") to test subsurface soil conditions in the area of the settlement to identify the cause of the settlement and possible corrective options. AET determined that the likely cause of the settlement was improper soil compaction during the construction of improvements in the area of Clark Road between MH 18A and 18B, where both Dahn and Park performed work. AET prepared a report that made specific recommendations for the repair of the settlement.

Section 2. Repair Agreement. Dahn, Park, and City staff have engaged in extensive discussions regarding the repair, the cost of the corrective work, and the responsibilities and obligations of Dahn and Park related to the repair. Dahn and Park both denied liability for the settlement, but after negotiations with City staff, have agreed to perform the repairs to correct the defect.

On October 28, 2011, City staff, Park, and Dahn reached an agreement regarding the repairs of the settlement area. The agreement was formalized into a Repair Agreement prepared by the City Attorney's Office. A copy of the Repair Agreement is attached as Exhibit A to the Resolution Approving Execution and Ratification of Repair Agreement Related to Clark Road.

Pursuant to the Repair Agreement, Dahn and Park will excavate the area delineated by the City as the settlement site (area between MH 18A and 18B); replace the excavated soil with well-compacted granular fill; compact the soils to AET specifications, and repave the roadway. (Specifics of the repair are contained in the Repair Agreement and outlined in the AET report.) Because AET's recommendations included some specifications not part of the original Dahn and Park contract specifications, the City has agreed to pay for some additional costs for Select Granular Borrow backfill and geofabric drain tile, as recommended by AET; the cost of which shall not exceed \$3,500.00.

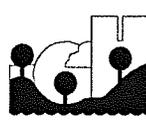
Dahn and Park agreed to provide a limited warranty of the repair work so that the City can ensure that the settlement does not reoccur. The warranty period shall extend through July 15, 2012 -- three months after the spring weight restrictions are lifted for Clark Road. If, at the end of the warranty period, the City determines that the defect continues to exist, the City can pursue its remedies under the warranty/guarantee contained in the Repair Agreement, as well as the terms of the original Park and Dahn Contracts. In the alternative, if, at the end of the warranty period (July 15, 2012), the City determines that the repairs are satisfactory and there is no settlement, the City shall execute a Certificate of Acceptance and release Dahn and Park from any further liability with respect to the repair work. Notably, the release will not extend to the other portions of the Park and Dahn Projects.

The City Engineering Department believes this is a fair and reasonable resolution to the City's claims against Dahn and Park, and an effective way to avoid the cost and burdens of litigation.

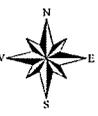
Dahn and Park have executed the Repair Agreement. Execution and ratification by the City is still required. Accordingly, the City Engineering Department recommends execution of the Repair Agreement by the City.

Section 3. Council Action. The Council is asked to consider the attached Resolution Authorizing the Execution and Ratification of Repair Agreement Related to Clark Road at the November 14, 2011 City Council meeting.

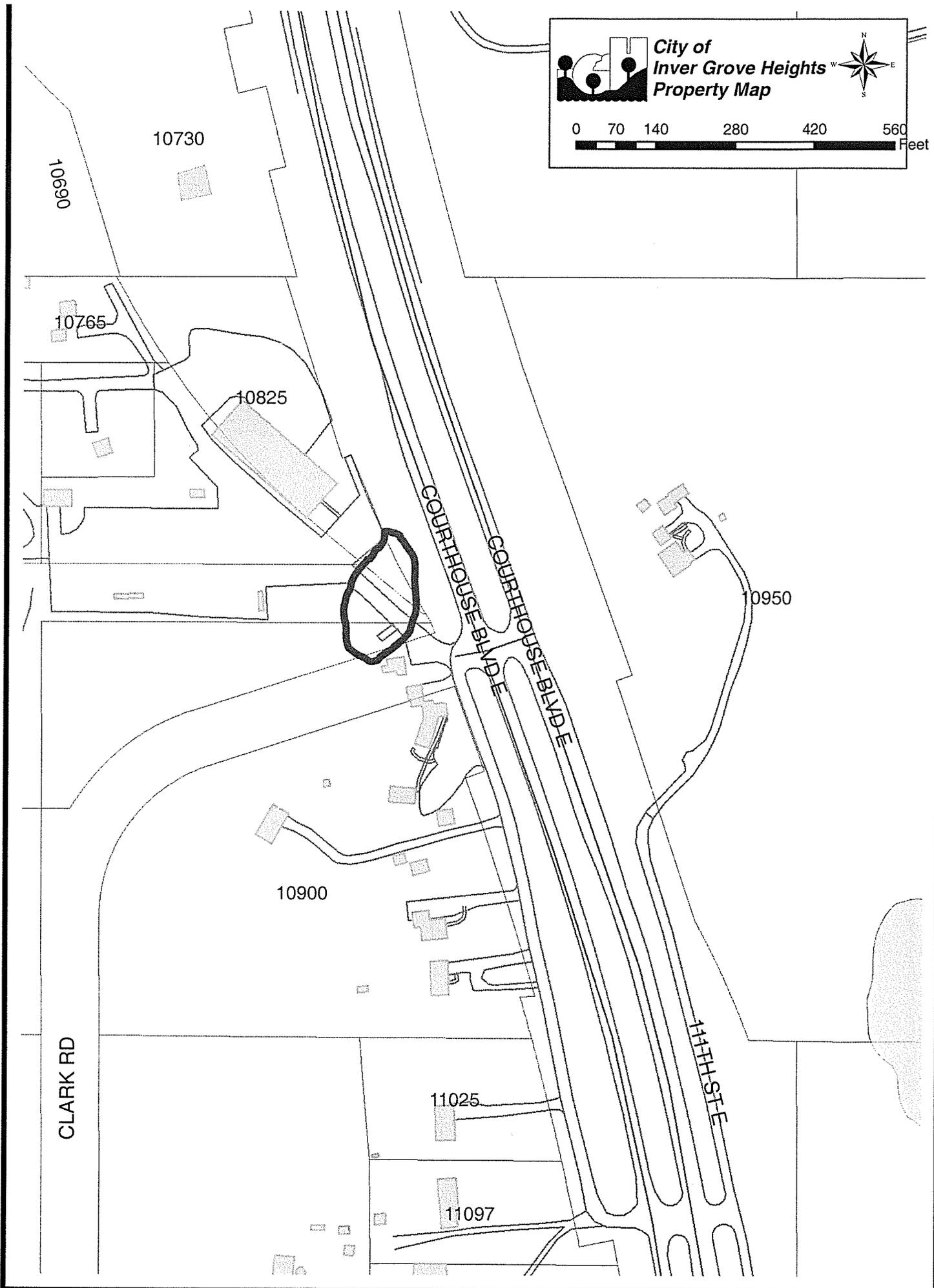
Attachments



**City of
Inver Grove Heights
Property Map**



0 70 140 280 420 560 Feet



REPAIR AGREEMENT

This Agreement is entered into by and among the city of Inver Grove Heights (“City”), Dahn Construction Co., LLC (“Dahn”), and Park Construction Company (“Park”) on this 28th of October, 2011. The City, Dahn, and Park shall be collectively referred to herein as “the Parties.”

RECITALS

WHEREAS, in 2008, the City and Dahn entered into a construction contract with respect to City Project No. 2003-03 Southern Sanitary Sewer System Improvements (“Dahn Project”).

WHEREAS, the Dahn Project involved the installation of a sanitary sewer system in the area of Clark Road and Highway 52 in the City.

WHEREAS, the Dahn construction contract consisted of EJCDC Agreement Between Owner and Contractor for Construction Contract, Performance Bond, Bond Payment, Standard General Conditions of the Construction Contract, Supplementary Conditions of the Standard General Conditions of the Construction Contract, Technical Specifications set forth in the Project Manual, and Drawings (Nos. 1-84), as well as some change orders, and various appendixes and exhibits contained in the Southern Sanitary Sewer System Improvements City Project 2003-03 Project Manual (collectively referred to herein as the “Dahn Contract Documents”).

WHEREAS, the Dahn Contract Documents contained various Specifications related to backfill and compaction of soils to prevent the settlement of land in the area where sanitary sewer lines were installed below ground.

WHEREAS, in 2009, the City and Park entered into a construction contract with respect to City Project No. 2007-17 Clark Road Improvements (“Park Project”).

WHEREAS, the Park Project involved the construction of an extension of Clark Road, as well as the installation of storm sewer, curb, and gutter improvements in the area of Clark Road and Highway 52 in the City.

WHEREAS, the Park construction contract consisted of EJCDC Agreement Between Owner and Contractor for Construction Contract, Performance Bond, Bond Payment, Standard General Conditions of the Construction Contract, Supplementary Conditions of the Standard General Conditions of the Construction Contract, Technical Specifications set forth in the Project Manual, and Drawings (Nos. 1-45), as well as some change orders, and various appendixes and exhibits contained in the Clark Road Improvements City Project 2007-17 Project Manual (collectively referred to herein as the “Park Contract Documents”).

WHEREAS, the Park Contract Documents contained various Specifications related to backfill and compaction of soils to prevent the settlement of land in the area where roadway, storm sewer, curb, and gutter improvements were installed.

WHEREAS, the Dahn Contract Documents and Park Contract Documents shall be collectively referred to herein as “Dahn and Park Contract Documents.”

WHEREAS, after the installation of the sanitary sewer lines by Dahn, Park began construction of the bituminous road, storm sewer, and curb and gutter improvements in the area of Clark Road and Highway 52.

WHEREAS, after the completion of the Dahn Project and Park Project, the City discovered that a portion of the bituminous roadway, concrete curb and gutter, and vegetated area along Clark Road had settled in the area between sanitary sewer manholes (“MH”) 18A and 18B on Clark Road.

WHEREAS, the settlement eventually resulted in corrosion of the bituminous on Clark Road and sloping of the surrounding land in the area between MH 18A and MH 18B on Clark Road.

WHEREAS, the City immediately notified Dahn and Park of the settlement and demanded repair of the defect pursuant to the Dahn and Park Contract Documents and the warranties and guarantees contained therein.

WHEREAS, the City retained American Engineering Testing, Inc. (“AET”) to explore subsurface conditions at locations along a portion of Clark Road between MH 18A and 18B to assist in determining the cause of the settlement and possible corrective options.

WHEREAS, AET’s Report of Subsurface Exploration and Geotechnical Review (“AET Report”) is attached hereto as Exhibit A.

WHEREAS, AET determined that the likely cause of the settlement was improper soil compaction during the construction of improvements in the area of Clark Road between MH 18A and 18B.

WHEREAS, AET made specific recommendations for the repair of the settlement, as set forth on pages 7-8 of the AET Report.

WHEREAS, Dahn, Park and the City have engaged in extensive discussions regarding the repair, the cost of the corrective work, and the responsibilities and obligations of the Parties.

WHEREAS, on October 13, 2011, the City placed field markings showing the area in need of repair and corrective work, and delineating the site to be corrected between MH 18A and 18B on Clark Road (the “Site”).

WHEREAS, Dahn denies liability for the settlement and defective conditions at the Site, but has agreed to perform the repairs and correct the defect pursuant to the Dahn Contract Documents and the warranties and guarantees contained therein.

WHEREAS, Park denies liability for the settlement and defective conditions at the Site, but has agreed to perform the repairs and correct the defect pursuant to the Park Contract Documents and the warranties and guarantees contained therein.

WHEREAS, the Parties enter into this Agreement with the intent of resolving the issues between the Parties related to the settlement on Clark Road between MH 18A and 18B, and for the purpose of avoiding the expense and uncertainty of litigation.

WHEREAS, the parties enter into this Agreement with the intent of avoiding the cost and burden of litigation with respect to the specific matters contained herein.

WHEREAS, the terms and conditions of the agreement between the Parties are set forth below.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **Incorporation of Recitals**. The Recitals set forth above are incorporated herein by this reference as if fully set forth herein, and shall constitute an expression of the intent of the Parties and aid in the construction of this Agreement.

2. **Repair/Corrective Work**. In exchange for the promises and covenants contained in this Agreement, Dahn and Park agree to perform all work at the Site necessary to repair and correct the defective condition causing settlement in the area of Clark Road between sanitary sewer manholes (“MH”) 18A and 18B and described above as “the Site”. Dahn and Park agree to perform the repairs and corrective work in compliance with the AET Report and the Dahn and Park Contract Documents, and agree to perform the following:

Remove the bituminous roadway, concrete curb and gutter, and soil in the area between MH 18A and 18B (approximately 120 lineal feet) to depths 46 inches below finished grade, as set forth on page 8 of the AET Report.

Salvage only granular soils meeting Mn/DOT Specification 3149.2B

Dispose of unsuitable materials at an appropriate location off site

Replace the excavated soil with well-compacted granular fill consistent with the Specifications set forth in the Contract Documents, including Mn/DOT Specification 2105.3F1 (Specific Density Method).

Furnish and install additional granular material as needed that meets Mn/DOT Specification 3149.2B

Install of Type V geotextile

Compact soil fill in thin lifts (not to exceed one-foot lifts) so that the entire thickness of the fill is uniformly compacted to a level of not less than 95% of the maximum dry density as determined by the Standard Proctor Method (ASTM:D698), except that the top three (3) feet of the subgrade shall be compacted to a higher compaction level of 100% of Standard Proctor, as required by the Technical Specifications, Standard Specifications for Construction, Section 1011.2.4 [Pipeline Backfilling Operations (2451.3D, 2600.3E)], of the Dahn and Park Contract Documents.

Ensure that soils within the upper three (3) feet portion of the subgrade are compacted to 100% of the Standard Proctor and consist of a uniform three (3)-foot thick layer of Select Granular Borrow. (See Section 3 of this Agreement for payment of the additional cost for use of Select Granular Borrow.) If the exposed soils at the bottom of the subcut are not too wet, the exposed fill soils at the bottom of the subcut shall be compacted with a vibratory sheepsfoot compactor before placement of the Select Granular Borrow.

Install a four (4)-inch perforated drain tile consisting of filter fabric sock in the lower portion of the subcut of the Site in the free-draining sand. The drain tile shall be connected to Catch Basin ("CB")/Manhole ("MH") 13. (See Section 3 of this Agreement for payment of \$500 to Dahn for this item.)

Repair the settlement that has occurred in the storm sewer system at Catch Basin ("CB")/Manhole ("MH") 13.

Replace and install new bituminous roadway (at least 4 inches in depth) in the area impacted by the excavation and mill the edges to conceal repair/patch.

Replace B618 concrete curb and gutter in the entire area impacted by excavation.

Restripe the bituminous roadway with yellow latex paint consistent with existing roadway markings.

Install and remove traffic controls in the area during construction.

All work described in this Section 2 of the Agreement shall be referred to herein as "Repair/Corrective Work." All Repair/Corrective Work shall be performed pursuant to the terms and conditions of the original Dahn and Park Contract Documents, which terms and conditions are expressly incorporated herein, including but not limited to, Articles 6 and 13 of the Standard General Conditions of the Construction Contracts, as well as Specifications contained in the Dahn and Park Contract Documents.

3. **Additional Costs of Correction.** The City agrees to pay the additional cost of the Select Granular Borrow backfill required for the upper three (3) feet portion of the subgrade not to exceed \$3,000, including the cost of materials, supplies, labor, and installation. The City shall have American Engineering Testing, Inc. ("AET") on site during the Repair/Correction Work to test the subsurface soils and provide recommendations before any Select Granular Borrow backfill is placed in the subcut. The exact additional cost for Select Granular Borrow

must be specifically approved by the City prior to the commencement of such work; and shall not be authorized or paid for by the City without prior authorization by the City.

The City agrees to pay Dahn the sum of \$500 to install a four (4)-inch perforated drain tile consisting of a filter fabric sock in the lower portion of the subcut of the Site in the free-draining sand.

If AET recommends, and if the City specifically requests from Dahn, soil correction below the bottom of the 46 inch subcut, the City agrees to pay Dahn for the additional cost of the soil correction on a time and materials basis. Additional costs for soil correction must be specifically approved by the City in writing prior to the commencement of such work; and shall not be authorized or paid for by the City without prior written authorization by the City.

With the exception of the costs specifically set forth in Sections 3 and 4 of this Agreement, no other costs shall be billed to or incurred by the City in relation to the Repair/Corrective Work unless specifically agreed to in writing by the City before such work is performed or such expense is incurred.

4. **Cost of Surveys, Testing and Inspections.** The City shall pay all costs for surveying, testing, and inspections related to the Repair/Corrective Work performed by Dahn and Park. Said costs shall be paid by the City directly to the entity conducting the survey, test, or inspection, and shall not be incurred by Dahn or Park without prior written approval by the City.

5. **Cost of Repair/Corrective Work Performed.** With the exception of costs specifically set forth in Sections 3 and 4 of this Agreement, Dahn and Park shall perform and pay for all Repair/Corrective Work required by this Agreement, and shall pay any and all subcontractors and/or third parties for the cost of work performed on Dahn or Park's behalf as set forth in the Dahn and Park Contract Documents. With the exception of costs due to Dahn or Park from the City pursuant to Section 3 above, Dahn and Park shall not bill or otherwise receive payment from the City for any Repair/Corrective Work performed.

6. **Indemnification and Hold Harmless.** The indemnification provisions set forth in Section 6.20 of the Standard General Conditions of the Construction Contract, included in the Dahn and Park Contract Documents, shall apply to and govern all Repair/Corrective Work performed by Dahn and Park or performed by any other party on behalf of Dahn and Park.

7. **Express Warranty and Guarantee on Repair/Corrective Work.** Dahn and Park expressly warrant and guarantee to the City that the Repair/Corrective Work they perform pursuant to this Agreement: (1) shall be in accordance with this Agreement and the Dahn and Park Contract Documents (including Specifications); (2) will not be defective (as defined in Section 1.02D of the Standard General Conditions of the Dahn and Park Contract Documents); and (3) will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. The Express Warranty and Guarantee contained in Section 7 of this Agreement is in addition to any warranty or guarantee contained in the Dahn and Park Contract Documents, and shall remain in effect until a Certificate of Acceptance is executed by the City as set forth in

Sections 8 of this Agreement. Upon the execution of the Certificate of Acceptance by the City, as provided by Section 8 herein, the warranty and guarantee contained in this Section 7 of the Agreement shall terminate.

Section 7 of this Agreement shall only apply to the Repair/Corrective Work at the Site. Nothing in this Agreement shall limit, change, or otherwise affect the warranties, guarantees, and other terms and conditions set forth in the Dahn and Park Contract Documents related to the work performed by Dahn and Park under the Dahn and Park Contract Documents. With the exception of the defect and settlement at the Site which is the subject of this Agreement, as of the date of this Agreement, no other defects in the work performed by Dahn or Park pursuant to the Dahn Project and Park Project have been discovered by the City.

8. **Timing of Work, Final Inspection, and Certificate of Acceptance.** All Repair/Corrective Work shall be completed by November 15, 2011.

The City shall perform an inspection of the Site before July 15, 2012, to identify any defects or settlement in the Repair/Corrective Work. If the City, in its sole discretion, determines that the Repair/Corrective Work performed by Dahn or Park, or their servants, subcontractors, contractors, employees, or agents, is defective (as defined in Section 1.02D of the Standard General Conditions of the Dahn and Park Contract Documents); or if the City, in its sole discretion, determines that the curb, pavement, or bituminous at the Site has settled more than one (1) inch below the finished grade of the remainder of the original Park Project, then the City shall provide prompt notice of the defect or settlement to Dahn and Park, and the defective work shall be rejected, corrected, or accepted as provided in Article 13 of the Standard General Conditions of the Construction Contracts, included in the Dahn and Park Contract Documents.

If, on or before July 15, 2012, the City notifies Dahn or Park of any defect in the Repair/Corrective Work or any settlement at the Site, then: (1) the releases set forth in Sections 9 and 10 of this Agreement shall be null and void and shall have no effect; (2) the Parties shall proceed under the terms set forth in Article 13 of the Standard General Conditions of the Construction Contracts included in the Dahn and Park Contract Documents (correction of defective work); and (3) Dahn and Park shall be liable to the City under this Agreement (including the Express Warranty and Guarantee set forth in Section 7 of this Agreement), as well as the Dahn and Park Contract Documents.

If, upon inspection, the City, in its sole discretion, determines the Repair/Corrective Work to be satisfactory, acceptable, and without defect, the City shall execute a Certificate of Acceptance and provide the same to Dahn and Park on or before July 15, 2012. The date of the Certificate of Acceptance shall be the date upon which the Releases set forth in Sections 9 and 10 of this Agreement take effect. If no Certificate of Acceptance is issued, then the Releases set forth in Sections 9 and 10 of this Agreement shall be null and void, and shall have no effect.

9. **Release of Claims - Dahn.** Upon the execution and issuance of the Certificate of Acceptance by the City, as set forth in Section 8 of this Agreement, the City shall release Dahn and its agents, servants, and successors from any and all claims, actions, causes of action, demands, rights, damages, costs, and expenses, of any nature, known or unknown, asserted or

unasserted, that the City has against Dahn arising out of or in any way related to the Repair/Corrective Work performed by Dahn under this Agreement. This Release extends only to the Repair/Corrective Work performed by Dahn under this Agreement and shall not extend to any claims or causes of action that the City may have against Dahn or any other party arising out of the original work performed by Dahn or any other party (including but not limited to Park) under the Dahn Contract Documents. This Release of claims is in exchange for, and in consideration of, the Warranty and Guarantee set forth in Section 7 of this Agreement. This Release shall not be effective unless a Certificate of Acceptance, as set forth in Section 8 of this Agreement, is executed by the City.

10. **Release of Claims - Park.** Upon the execution and issuance of the Certificate of Acceptance by the City, as set forth in Section 8 of this Agreement, the City shall release Park and its agents, servants, and successors from any and all claims, actions, causes of action, demands, rights, damages, costs, and expenses, of any nature, known or unknown, asserted or unasserted, that the City has against Park arising out of or in any way related to the Repair/Corrective Work performed by Park under this Agreement. This Release extends only to the Repair/Corrective Work performed by Park under this Agreement and shall not extend to any claims or causes of action that the City may have against Park or any other party arising out of the original work performed by Park or any other party (including but not limited to Dahn) under the Park Contract Documents. This Release of claims is in exchange for, and in consideration of, the Warranty and Guarantee set forth in Section 7 of this Agreement. This Release shall not be effective unless a Certificate of Acceptance, as set forth in Section 8 of this Agreement, is executed by the City.

11. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties with respect to the Repair/Corrective Work, and no modifications of this Agreement shall be binding unless set forth in writing and signed by all of the Parties hereto. No promise or inducement has been offered or made except as contained in this Agreement and that no statement or representation has been made by anyone except as contained in this Agreement.

12. **Duration and Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their successors, assigns, agents, representatives, servants, employees, officers, directors, affiliates, shareholders, divisions, departments, boards, agencies, subsidiaries, parent companies, sister companies, attorneys, predecessors, partners, and all affiliated companies, entities, councils, and corporations, and all parties who may claim under a Party to this Agreement.

13. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota.

14. **Acknowledgment, Knowing and Voluntary.** The Parties hereby affirm and acknowledge that they have read this Agreement, know its contents, have had an adequate opportunity to consider its terms, and have been advised to consult with an attorney prior to signing this Agreement.

15. **No Presumption Against Drafting Party.** The Parties to this Agreement acknowledge that: (a) this Agreement and its reduction to final written form are the result of extensive good-faith negotiations between the Parties through themselves and/or their respective legal counsel; (b) said Parties and/or their legal counsel have carefully reviewed and examined this Agreement prior to execution; and (c) any statute, common law, or rule of construction which provides that ambiguities are to be resolved against the drafting party(ies) shall not be employed in the interpretation of this Agreement.

16. **Obligations.** The Parties represent to each other that each will perform all duties and obligations of this Agreement, and shall comply with every term and provision of this Agreement.

17. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which, when so executed, shall be deemed to be an original and the counterparts shall together constitute one and the same agreement.

18. **Waiver.** No waiver of any provision of this Agreement shall be binding unless it is in writing and executed by the Parties hereto. No waiver of any of the provisions of this Agreement shall be deemed to be or shall constitute a waiver of any other provision of this Agreement. The waiver by any party hereto of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by either party.

19. **Authority.** The undersigned represent and acknowledge that they have the requisite authority to bind the Parties to this Agreement.

IN WITNESS WHEREOF, the undersigned have executed this Agreement on the date set forth above.

CITY OF INVER GROVE HEIGHTS

Dated: _____, 2011

By: _____
George Tourville
Its: Mayor

Attested:

By: _____
Melissa Rheume, Deputy Clerk

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Dated: October 28, 2011

DAHN CONSTRUCTION, LLC

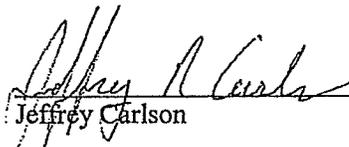
By: Keith Dahn
Keith Dahn

Its: President

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Dated: 10-28, 2011

PARK CONSTRUCTION COMPANY

By: 
Jeffrey Carlson

Its: President/CEO

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

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING THE EXECUTION AND RATIFICATION
OF REPAIR AGREEMENT RELATED TO CLARK ROAD**

WHEREAS, in 2008, the City and Dahn Construction Co. (“Dahn”) entered into a construction contract with respect to City Project No. 2003-03 Southern Sanitary Sewer System Improvements (“Dahn Project”), which involved the installation of a sanitary sewer system in the area of Clark Road and Highway 52.

WHEREAS, in 2009, the City and Park Construction Company (“Park”) entered into a construction contract with respect to City Project No. 2007-17 Clark Road Improvements (“Park Project”), which involved the construction of an extension of Clark Road, as well as the installation of storm sewer, curb, and gutter improvements in the area of Clark Road and Highway 52.

WHEREAS, after the completion of the Dahn and Park Projects, the City discovered that a portion of the bituminous roadway, concrete curb and gutter, and vegetated area along Clark Road had settled in the area between sanitary sewer manholes (“MH”) 18A and 18B.

WHEREAS, the City retained American Engineering Testing, Inc. (“AET”) to test subsurface soil conditions in the area of the settlement to identify the possible cause of the settlement and corrective options.

WHEREAS, AET determined that the likely cause of the settlement was improper soil compaction during the construction of improvements in the area of Clark Road between MH 18A and 18B, where both Dahn and Park performed work.

WHEREAS, Dahn and Park denied liability for the settlement.

WHEREAS, Dahn, Park, and City staff have engaged in extensive negotiations with Dahn and Park regarding the repair, the cost of the corrective work, and the responsibilities and obligations of Dahn and Park to perform repairs under their respective contracts with the City.

WHEREAS, on October 28, 2011, City staff, Park, and Dahn reached an agreement regarding repair of the settlement area; the specific terms and conditions of which are contained in the Repair Agreement, attached hereto as Exhibit A.

WHEREAS, the City Engineering Department believes this is a fair and reasonable resolution to the City’s claims against Dahn and Park, and an effective way to avoid the cost and burdens of litigation.

WHEREAS, City staff recommends execution of the Repair Agreement by the City.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Inver Grove Heights, Minnesota:

1. The City Council approves execution and ratification of the Repair Agreement attached hereto as Exhibit A.
2. The Mayor and Deputy City Clerk are hereby authorized and directed to execute the Repair Agreement.

Adopted by the City Council of the City of Inver Grove Heights this 14th day of November, 2011.

ATTEST:

George Tourville, Mayor

Melissa Rheaume, Deputy City Clerk

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Resolution Authorizing Feasibility Report for City Project No. 2011-20 – Ashley Court Drainage

Meeting Date: November 14, 2011
 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

SM

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

PURPOSE/ACTION REQUESTED

Consider resolution authorizing preparation of a feasibility report for City Project No. 2011-20 – Ashley Court Drainage.

SUMMARY

The City Council has conducted several workshop sessions to discuss the Ashley Court drainage issue. There has been an ongoing discussion of the issue for many years in the Woodland Preserve and Broadmoor Developments. The recent workshops were conducted on September 12, 2011 and October 10, 2011. Residents in the area of Ashley Court were invited to discuss the drainage issues at these meetings.

The Council directed staff to bring an item to the Council to authorize the preparation of a feasibility study for improvements to address the issue. Several options have been outlined in various memos from the Engineering Division as sent previously. This Council item will direct City staff to prepare a feasibility study for the proposed drainage improvements and to determine the cost allocation of the improvements to the benefitted properties. It is recommended that the Council also authorize the preparation of a benefit analysis for the affected properties. These services would be provided by Metzen Appraisals. It is recommended that the City Council adopt the attached resolution authorizing the preparation of the feasibility study and the preparation of a benefit analysis for City Project No. 2011-20 – Ashley Court Drainage Improvements.

TJK/kf
 Attachments: Resolution
 Map

**CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY**

**RESOLUTION AUTHORIZING PREPARATION OF FEASIBILITY REPORT FOR
CITY PROJECT NO. 2011-20 – ASHLEY COURT DRAINAGE IMPROVEMENTS**

RESOLUTION NO. _____

WHEREAS, it is proposed to make improvements and fund them from the Pavement Management Fund and special assessments.

Ashley Court Drainage

The project would consist of a storm sewer system and drainage tiles to improve drainage in the area of Woodland Preserve and Broadmoor Subdivision and related appurtenances to the City's existing storm sewer system.

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

1. That the proposed improvements be referred to the Public Works Director for study, and that he/she be instructed to report to the Council with all convenient speed, advising the Council, in a preliminary way, as to whether it would be best made, as proposed, or in connection with other improvements and the estimated cost of the improvements as recommended.
2. Staff is authorized to complete the feasibility report.
3. Appraiser services are authorized in order to conduct a benefit analysis.

Adopted by the City Council of Inver Grove Heights this 14th day of November 2011.

AYES:

NAYS:

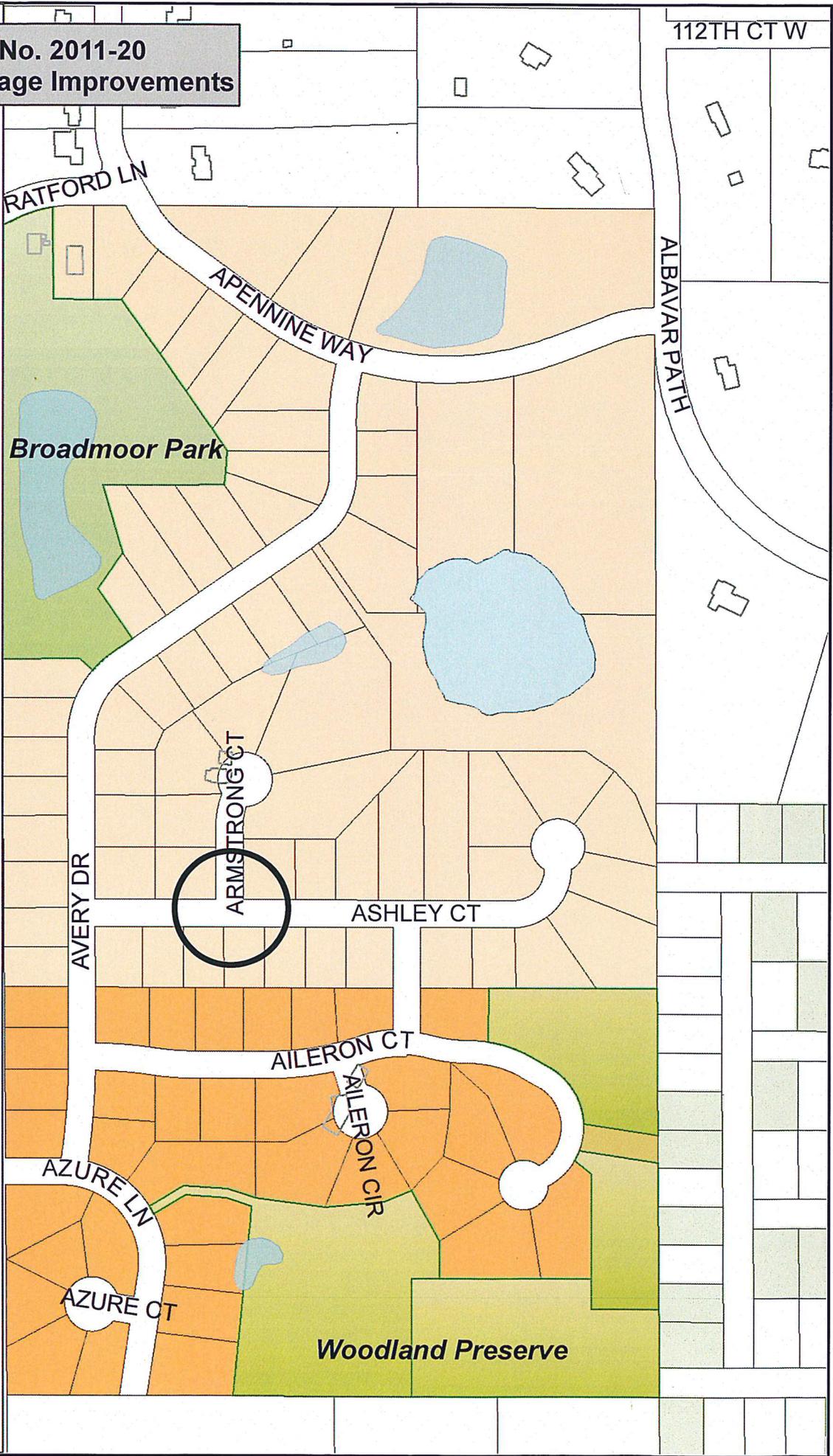
George Tourville, Mayor

ATTEST:

Melissa Rheaume, Deputy Clerk

City Project No. 2011-20
Ashley Court Drainage Improvements

-  Broadmoor
-  Woodland Preserve
-  Parks
-  Water



CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Approve Modification to Engineering Consultants Scope for City Project No. 2011-08 – 66th Street Improvements from Concord Boulevard to Mississippi River

Meeting Date: November 14, 2011
 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

ST

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

PURPOSE/ACTION REQUESTED

Modify the existing agreement with Short Elliott Hendrickson Inc. (SEH) for their engineering services on City Project No. 2011-08 – 66th Street Improvements from Concord Boulevard to Mississippi River.

SUMMARY

The City of Inver Grove Heights has contracted with SEH, Inc. for engineering services related to the feasibility study and design of City Project No. 2011-08. SEH is one of the City’s engineering consultants that was approved on May 9, 2011. The original scope included services to design a curve from 66th Street to Doffing Avenue per the Park Master Plan. The City Parks and Recreation Department has funding from various agencies which require the construction to be completed by June 30, 2012.

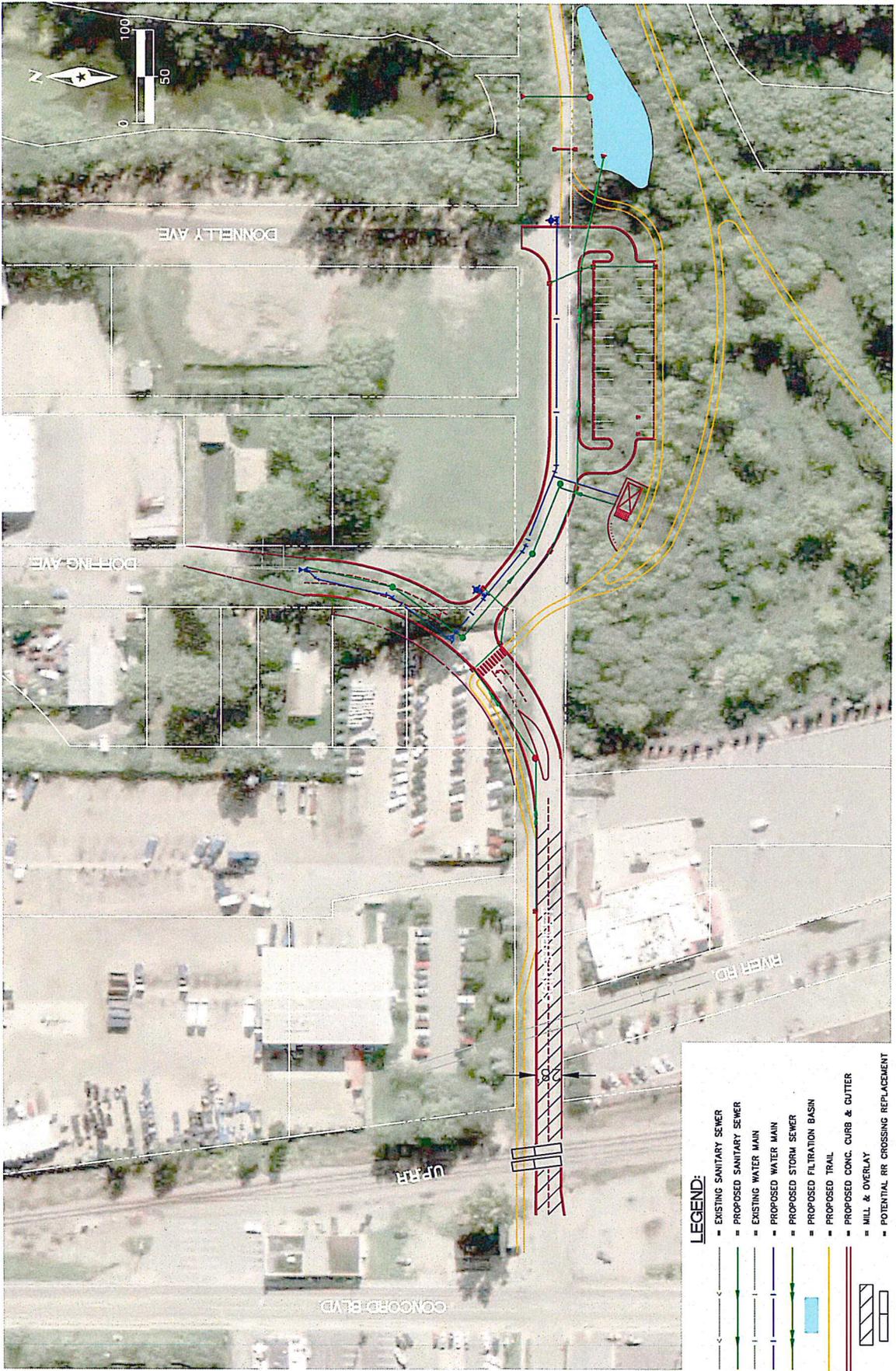
The original scope requires right-of-way acquisition from various parcels. These negotiations are underway; however, the City is planning a dual track approach to the project in case right-of-way acquisition cannot be completed on a timely basis. The attached drawing shows the two options, described as follows:

- (A) A curved alignment from 66th Street to Doffing Avenue per the Park Master Plan
- (B) A no curve option which utilizes the existing 66th Street alignment and a “T” intersection with the Doffing Avenue right-of-way.

The feasibility study prepared by SEH will outline the anticipated costs for both options. The attached November 7, 2011 proposal for the “no curve” option needs City Council approval. This dual track approach will be followed until the right-of-way acquisitions are completed. This gives the City the most flexibility in meeting the completion dates for the grant programs.

It is recommended that the City Council approve the modification to SEH’s agreement by accepting this proposal in the amount of \$7,800.

TJK/kf
 Attachments: Option A Alignment Drawing
 Option B No Curve Alignment
 SEH Proposal dated October 17, 2011



LEGEND:

- EXISTING SANITARY SEWER
- PROPOSED SANITARY SEWER
- EXISTING WATER MAIN
- PROPOSED WATER MAIN
- PROPOSED STORM SEWER
- PROPOSED FILTRATION BASIN
- PROPOSED TRAIL
- PROPOSED CONC. CURB & GUTTER
- HILL & OVERLAY
- POTENTIAL RR CROSSING REPLACEMENT

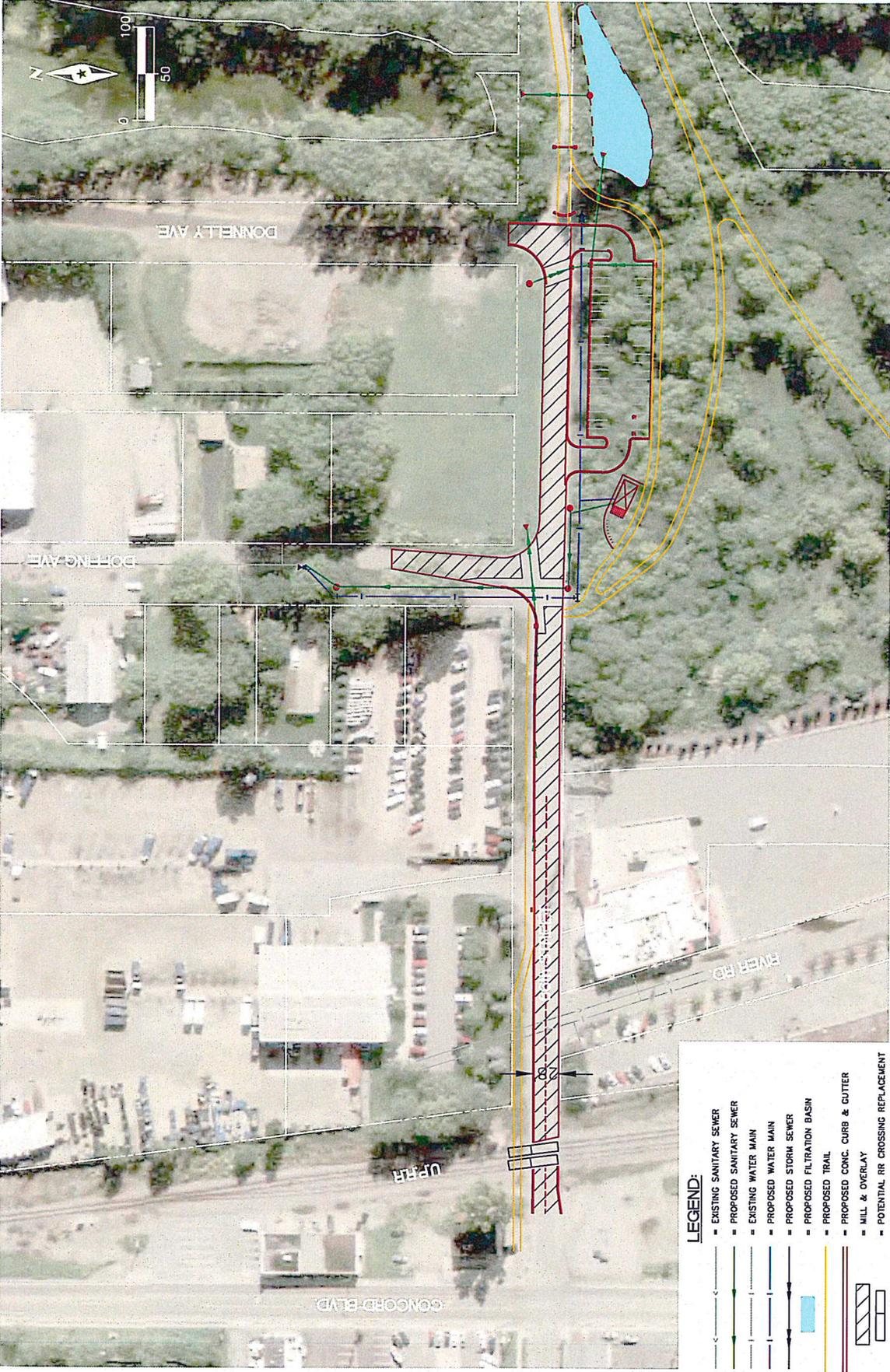


INVER GROVE HEIGHTS,
MINNESOTA

66TH STREET RECONSTRUCTION

PROPOSED CONSTRUCTION
OPTION A

FILE NO. 116692	FIGURE 2
DATE 6/16/11	



- LEGEND:**
- EXISTING SANITARY SEWER
 - PROPOSED SANITARY SEWER
 - EXISTING WATER MAIN
 - PROPOSED WATER MAIN
 - EXISTING STORM SEWER
 - PROPOSED STORM SEWER
 - PROPOSED FILTRATION BASIN
 - PROPOSED TRAIL
 - PROPOSED CONC. CURB & CUTTER
 - MILL & OVERLAY
 - POTENTIAL RR CROSSING REPLACEMENT



INVER GROVE HEIGHTS,
MINNESOTA

66TH STREET RECONSTRUCTION

PROPOSED CONSTRUCTION
OPTION B

FILE NO. 116692	FIGURE 4
DATE 11/01/11	



October 17, 2011

RE: City of Inver Grove Heights, Minnesota
66th Street Reconstruction
SEH No. INVER 116692 14.00

Mr. Tom Kaldunski, PE
City Engineer
City of Inver Grove Heights
8150 Barbara Avenue
Inver Grove Heights, MN 55077

Dear Tom:

This letter serves as an amendment to our current contract for the 66th Street Improvements Project. Per your email dated October 5, 2011 we will be adjusting the feasibility report to include a “No Curve” alternative at the 66th Street & Doffing Avenue intersection. The inclusion of the “No Curve” option in the feasibility report will include preliminary construction costs, figures and preliminary assessments.

The current feasibility report will include a curve at the 66th Street & Doffing Avenue intersection per the City’s Heritage Village Park Master Plan. To accommodate the curve, a permanent easement or right-of-way will need to be acquired from the Allied Waste Property. Adding the “No Curve” alternate will allow the City to consider an intersection option that can be constructed within the current right-of-way. A portion of the construction costs for this project is being covered by a trail grant. The grant requires that construction be complete on the project by June 30, 2012. If the City cannot secure the additional land needed from Allied Waste to construct the curve option in a timely fashion, the “No Curve” option will allow the City to complete the project without the additional right-of-way.

Your October 5th email also outlined a revised schedule for the design and construction of the 66th Street Improvements. Based on your email and discussions with City staff at our on-site meeting on Wednesday, October 12th we have revised the project schedule below:

- City Council approves feasibility report amendment November 14, 2011
- City Council received feasibility report November ~~14~~ 28, 2011
- City selects road alternate for final design December 12, 2011
- Final design and plan preparation January - February 2012
- City Council receives plans and authorizes Ad for Bid February 27, 2012
- Advertise the project for bids March 2012
- City Council awards project April 9, 2012
- Construction starts April 23, 2012
- Construction complete June 30, 2012

We estimate that the addition of the “No Curve” alternate to the Feasibility Report will require an increase in our fee of \$7,800 to the Preliminary Design and Report Task in the original contract. We have attached a spreadsheet showing the additional hours we estimate will be required to add the alternate to

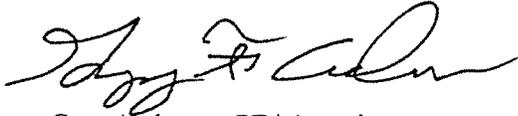
Mr. Tom Kaldunski, PE
October 17, 2011
Page 2

the feasibility report. If this contract amendment satisfactorily sets forth your understanding of the revisions to the project, please sign in the space below and return one copy to our office.

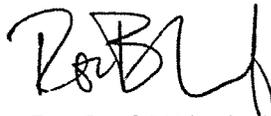
We look forward to working with you, your staff and the community on this project. Please contact should you have any questions on this letter.

Sincerely,

SHORT ELLIOTT HENDRICKSON INC.



Greg Anderson, PE | Associate
Project Manager



Ron Leaf, PE | Principal
Client Service Manager

gfa
Attachment

City of Inver Grove Heights, Minnesota

Approved this ____ day of _____, 2011

By: _____

City of Inver Grove Heights
 66th Street Proposal
 City Project _____
 SEH No. 116692

File: S:\PJ\Inver\116692\1-gen\10-contracts\proposals\worktasks_66th Street (additional feasibility 10\4\11).xls

1. Preliminary Report									
Preliminary Report and Investigation									
Deliverables:	Task	Client Manager	Project Manager	PE	Lead Tech	Word Processor	Landscape Architect	Survey Crew	
ZA Preliminary Report		2							
Information gathering (record plans, right-of-way information, gis information, survey information)				2	2	2			
Preliminary utility design and layout				2	4	10			
Cost estimate (includes quantity takeoff)				4	8	4			
Preparation of exhibits			2	16	4	5			
Write report									
Preparation of assessment information				2	2				
Project coordination with City staff and DNR during preliminary report				4					
Total Hours		71	2	4	30	30	5	0	0
<i>Project labor cost this phase</i>		\$7,675							
<i>Equipment charges</i>									
Mileage		0							
Computers		125							
Reproductions		0							
Misc.									
<i>Total project cost this task</i>		\$7,800							
Unique components or assumptions:									

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Land Alteration Permit No. C-089-11(R) for WWKM, LLC

Meeting Date: November 14, 2011
 Item Type: Consent
 Contact: Steve Dodge, 651-450-2541
 Prepared by: Steve Dodge, Asst. City Engineer
 Reviewed by: Scott D. Thureen, Public Works Director

SST

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED

Consider a request for a land alteration permit (LAP) for grading and excavating of material in excess of 10,000 cubic yards on parcel I.D. No. 20-02700-50-014, that 20.09 acre parcel of unplatted land located on the east side of TH 52 and south of the Union Pacific Railway as depicted in the attached location exhibit 1.

SUMMARY

Allen Rechtzigel owned this parcel previously and has operated under land alteration permits since 2001 in order to mass grade the site in preparation for future development. The current owner, WWKM LLC, has been operating under land alteration permit C-089-09 which was authorized by Council in two phases on May 26, 2009, and June 22, 2009, respectively. The current permit has reached expiration. The owner desires to complete the grading in accordance with the 2009 approvals with minor modifications as directed by the City Engineer.

North of this site is the Union Pacific Railroad and a 17 acre wooded parcel owned by Kenneth Nuorala with a single family home; east of the site is a 7 acre City storm water management land (Ravine Ponds), 65 acres of DNR State land, and a remnant 7 acre single family wooded parcel (surrounded by state land) owned by Rechtzigel; south of the site is a 50 acre parcel of Scenic and Natural Area (SNA) owned by the State of Minnesota. The following is a list of the property owners notified of the permit request that are bordering or sharing easement with the WWKM LLC parcel as described:

<u>Parcel ID No.</u>	<u>Owner</u>	<u>Property Address</u>
20-02700-06-011	Kenneth & Jeanette Nuorola	3750 102nd St. E.
20-02700-75-010	Allen & Ruth Rechtzigel	10620 Courthouse Blvd
20-02700-52-010	State of MN (SNA)	10950 Courthouse Blvd.
20-02700-10-030	State of MN (DNR)	
20-02700-75-020	City of Inver Grove Heights (Ravine Ponds)	
N/A	Union Pacific Railroad	N/A (borders north property line)

The overall grading plan submitted has approximate grading elevations and drainage patterns which fall within the original approved grading plan with the following issues to consider:

Permanent Grading and Drainage: The site as depicted has been rough graded to the elevations shown and a permanent or temporary storm water management system installed. Grading shall continue in conformance with proposed grades until such time as the site is permanently developed. A grading and drainage plan, storm water pollution prevention plan (SWPPP), and storm water calculations are on file at the Engineering Division. The updated grading plan shows that the owner has filled and rough graded most of Phase 1 (north portion) and some

of Phase 2 (south portion). The owner is proposing to continue filling and rough grading Phase 1 and Phase 2 under this permit. Existing temporary drainage systems have been maintained to properly convey water and minimize erosion. The permanent grading plan has a storm system to collect the runoff from the site and convey it to a 36-inch storm sewer that outlets to Ravine Ponds just east of the property. The owner has provided hydrologic calculations. Storm water will be conveyed by a private storm sewer system to the public storm sewer that crosses the property. Large events, greater than the 100-year storm, will also utilize the reinforced emergency overflow swales to safely convey water down embankments and minimize future erosion concerns.

North Side Storm Improvement: The owner has addressed a drainage and erosion concern along the north side of the site by increasing the size of a berm and adding storm sewer to collect the local drainage that was causing erosion issues. The new improvements were completed by the owner in advance of this permit renewal. The added berm and storm sewer are shown on the grading plan provided and shall remain as a condition of this permit.

Erosion Control and Turf Restoration: The site is covered under the current NPDES Permit which has an approved a temporary and permanent sediment and erosion control plan

Ravine Ponds: The ponds recently built to the east of this property have been sized to accommodate storm water runoff from this site for Phase 1 and Phase 2. The 36-inch pipe has been designed for a specific capacity of storm water. When this site is developed, the developer will be responsible for primary treatment of the storm water in accordance with the Ravine Ponds agreement for this parcel.

Future Site Development: The owner is filling and compacting the site with plans to have the southern portion of the site developed as guided by the IGH land use map.

Rechtzigel Water Service: The owner shall provide a plan to address the Rechtzigel's water service in the event that it needs to be maintained, repaired or replaced. As a condition of this permit, the City holds the applicant responsible for all expenses (maintenance, repairs, replacement, permits, fees, agreements and appurtenant items) related to the water service.

Rechtzigel Driveway: The Rechtzigel's driveway has been completed across the property to maintain access. In addition, the City utilizes a portion of the driveway for accessing Ravine Ponds. Easement agreements are in place.

MRRT Trail: The owner will grade his property on the southern boundary in accordance with agreements with Dakota County. The MRRT Trail will be located south of the current access road to Rechtzigel's property and Ravine Ponds.

Zoning: Current zoning is I-1, limited industry. The property is guided for light industrial.

Tree Preservation: All tree preservation requirements for this 20 acre parcel of land have been waived in accordance with past agreements associated with the Ravine Ponds and East Frontage Road projects.

Wetlands: There were no affected wetlands as determined by a certified wetland specialist and DNR review.

Haul Routes and Hours of Operation: The Highway 52 east frontage road is the current entrance to the site. Fill being hauled to and from the site shall be delivered through 117th Street access. The owner shall be restricted from hauling fill via Inver Grove Trail. The owner will operate between the permitted hours of 7:00 am to 7:00 pm, Monday through Saturday.

Compacted fill: The applicant has noted that fill brought to the site will be clean compacted fill as approved by a geotechnical engineer and in accordance with current City Ordinance in order to prepare it for development and buildings.

Resident Notification: The adjacent land owners and Rechtzigels were mailed a notification letter on October 20, 2011.

Environment Commission: Environmental commission reviewed the Land Alteration Submittal and heard the presentation from Staff. Willie Krech represented the land partnership. The Environmental Commission recommended approval as proposed.

Public Works/Engineering recommends approval of the land alteration permit subject to the standard land alteration permit conditions and in accordance with the following comments and conditions:

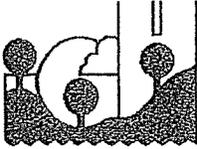
1. The long slopes shall be permanently seeded and blanketed in accordance with the SWPPP. Any slopes 3H:1V or steeper shall be permanently seeded and blanketed within 7-days of completion. Temporary seeding will be necessary for any temporary stoppage in grading operations in accordance with the SWPPP.
2. Finished grades shall not exceed 4H:1V unless otherwise approved by City Engineer. The proposed grading plan is being recommended for approval with 3H:1V slopes shown.
3. The owner may need to incorporate temporary sediment basins until turf is established on certain areas of the site during interim construction as directed or approved by the City Engineer.
4. A pre-construction meeting shall be held at City Hall with the Engineering Division and erosion control shall be installed and inspected by the City Engineer prior to commencing work under this land alteration permit.
5. If needed (within the duration of this permit), supply the City a copy of any written agreement with adjacent landowners to grade on their property.
6. Owner will need to coordinate his grading within any permanent and temporary easements acquired.
7. Owner shall closely maintain the erosion and sediment control devices to protect the railroad, City and State right-of-way, roads, driveways, ditches, slopes and ponds from sediment and erosion.
8. Street sweeping on an as needed basis shall be part of the sediment control best management practices for the site.
9. Dust must be controlled to the satisfaction of the City.
10. The owner has submitted an additional \$1500 to replenish the \$4,000 cash escrow.
11. The \$80,000 performance bond shall be continued to one year past the permit duration.
12. Any material hauled on site shall be clean compacted fill conforming to the City and Dakota County requirements.
13. The site will be compacted in accordance with building and inspection standards in order to prepare it for development and buildings.
14. Existing and proposed temporary erosion and sediment control devices, interim slope drainage conveyance pipe and systems, and other measures installed may need to be adjusted or modified at the discretion of the City Engineer to address any concentrated storm water flows from off site.

15. The City Engineer reserves the right to request additional requirements at a future date if proposed features do not adequately address drainage, sediment and erosion control.
16. The owner is responsible for removal of any sediment from this site that impacts the in-place storm system or downstream ponds (i.e. Ravine Ponds).
17. Hours of operation are restricted to 7:00 am to 7:00 pm Monday through Saturday.
18. Upon completion of the site grading or land alteration permit, a certified letter and asbuilt grading plan from a registered Engineer or Land Surveyor shall be provided to the City certifying that the site grades are as shown on the approved grading plan.
19. The permit shall be valid for a three year period with a requirement to obtain annual administrative renewal, fee, and inspections.

SWD/kf

Attachments: Land Alteration Permit Application No. C-089-09(R)
Location Map
Proposed Grading Plan

Land Alteration Permit Application



CITY OF INVER GROVE HEIGHTS
 8150 Barbara Avenue
 Inver Grove Heights, MN 55077
 (612) 450-2500 • (612) 450-2502 (fax)

Permit No C-089-11
 Type Council

APPLICATION FOR LAND ALTERATION PERMIT

Date of Application 10-12-11

Excavator

Excavator WWKM, LLC
 Contact Person Willie Krech
 Address 10195 Inver Grove Trail, Inver Grove Heights, MN 55076
 Telephone 651-451-1384 Fax 651-451-1457

Land Owner(s)

Land Owner Same
 Address _____
 Telephone _____ Fax _____

PID No. 20-02700-014-50

Legal Description Lot _____ Block _____ Addition _____
 Section _____ Township _____

Land Owner Property Address - 10608 Courthouse Blvd
 Address _____
 Telephone _____ Fax _____

PID No. 20-

Legal Description Lot _____ Block _____ Addition _____
 Section _____ Township _____

Description of Land Being Altered

General Location of Land Being Altered Section 27 Twn 27 Range 22 - Less parcel conveyed to Dakota County - Located on east side of Hwy 52/55.

Purpose of Land Alteration Fill and stockpile fill for future use

Value of Work \$ _____ Estimated Start Date _____
 Estimated Completion Date _____

Source and Composition of Fill _____

Cubic Yards of Fill 87,800 c.y.
 Cubic Yards of Excavation _____ c.y.
 Total Volume of Land Alteration = 87,800 c.y.

Total Area of Land Altered _____ Acres

A. Plan Checking Fees

100 - 500 Cubic Yards	NO FEE
501 TO 1,000 Cubic Yards	\$25.00
1,001 to 10,000 Cubic Yards	\$30.00
10,001 to 100,000 Cubic Yards	\$75.00
(For the first 10,000 Cubic Yards plus \$25.00 for each additional 10,000 Cubic Yards or fraction thereof).	
100,001 Cubic Yards or More.....	\$300.00
(For the first 100,000 Cubic Yards plus \$50.00 for each additional 100,000 Cubic Yards or fraction thereof).	

B. Grading Permit Fees

100 - 500 Cubic Yards	\$25.00
501 to 1,000 Cubic Yards.....	\$50.00
(For the first 500 Cubic Yards plus \$7.50 for each additional 100 Cubic Yards or fraction thereof).	
1,001 to 10,000 Cubic Yards	\$87.50
(For the first 1,000 Cubic Yards plus \$12.50 for each additional 1,000 Cubic Yards or fraction thereof).	
10,001 to 100,000 Cubic Yards	\$200.00
(For the first 10,000 Cubic Yards, plus \$16.00 for each additional 10,000 Cubic Yards or fraction thereof).	
100,001 Cubic Yards or more	\$350.00
(For the first 100,000 Cubic Yards, plus \$25.00 for each additional 100,000 Cubic Yards or fraction thereof).	

A. Plan Checking Fee	\$	<u>275.00</u>
B. Grading Permit Fee	\$	<u>328.00</u>
Total Fee (A + B)	\$	<u>603.00</u>
Amount of Bond	\$	<u>80,000 Bond on file</u>

(\$5,000 per acre, minimum \$10,000; Must be submitted upon approval of application, if applicable)

Attachments to Application (The following plans, drawings, calculations, bonds and/or statements are required by the City Engineer).

- Half-section map or sketch of property showing all adjacent property indicating the existing buildings and/or structures.
- Grading plan showing existing and proposed finished contours and elevations.
- Drainage plan showing existing and proposed drainage ways, culverts, storm sewer pipe, drainage structures, stabilization walls, retaining walls, cribbing, dams, or other protective items.
- Calculations for and approximate quantities of excavation and/or fill required.
- Signed statement from the property owner accepting responsibility for the operation and granting permission for land alteration/mining operation.
- Statement to be attached to deed advising of potential need for soil tests prior to any construction on lots where additional fill material has been placed.
- Sediment and erosion control plan meeting the requirements of the City of Inver Grove Heights City Code 430: Stormwater Management.
- Conformance with the City of Inver Grove Heights Water Resource Management Plan.
- Soil borings.
- Conformance with the City of Inver Grove Heights' Tree Preservation Ordinance.
- A final use plan, illustrating the ultimate land uses projected for the property.
- Location and surface type of access roads.
- Certification of Comprehensive General Liability Insurance.
- Compaction and/or Soil Density Requirements.
- Other: _____

Stipulations

1. A surety bond or certified check in the amount of \$ 3 Acres (\$5,000 per acre, minimum \$10,000) must be submitted after approval of application and prior to any work. This bond or check is to ensure satisfactory performance and compliance with the below stated stipulations. The surety bond or check shall be kept active until the completion work and/or expiration of permit and can only be released by written notification of the City after a satisfactory final inspection has been performed by the City.
2. All access and street frontage of the land site must be controlled by a fence, a minimum of four (4) feet in height. All entrances must have gates that are capable of being locked.
3. Only rock, sand, gravel, dirt or similar natural earth fill is permitted. No concrete, asphalt, or demolition wastes will be permitted as fill unless a demolition landfill permit is first obtained from Dakota County (see attached).
4. Operations shall be limited to the hours of 7:00 a.m. to 7:00 p.m., Monday - Saturday, and shall not interfere with the health and safety of surrounding residents and the premises shall be maintained at all times so as not to create a nuisance.
5. Any explosives used must be done so in accordance with Inver Grove Heights Code and any other applicable standards, e.g., Federal, State, Industrial, etc. Obtain all required permits.
6. At end of each season's operations and no later than the last day of December, each year, the site is to be left in a neat and orderly condition, with maximum slopes of 3:1 with no overhang of vertical banks and with a level bottom.
7. Each day, or when required by the City, material from this operation that is found to exist on City streets shall be cleaned to the City's satisfaction by the applicants.
8. Upon completion of land alteration operations, the land must be left according to the plans and contours submitted with this application and planted with vegetation (subject to approval by the City) to prevent erosion.
9. Upon completion of land alteration operations or expiration of this permit, an inspection will be made by the City of the premises and adjoining streets. Any damage to have been caused by these operations will be corrected by the applicant upon notification of the City.

Wilfred W. Kesch
Applicant's Signature

Date 10-12-11

Wilfred W. Kesch
Property Owner's Signature

Date 10-12-11

Property Owner's Signature

Date _____

CITY USE ONLY			
Recommended for Approval	<input type="checkbox"/>	<input type="checkbox"/>	By _____ Date _____
	Yes	No	
Recommended for Approval	<input type="checkbox"/>	<input type="checkbox"/>	By <u>City Council</u> Date _____
	Yes	No	
Bond No. <u>18200116</u>	Date Bond Expires <u>Continuous (\$80,000)</u>		
Insurance Company _____	Date Insurance Expires _____		

228.70 Escrow Account Balance \$2,491.11
WWKM Land Alt.

**EXHIBIT 1
LOCATION MAP
FOR
WWKM LLC
LAND ALTERATION PERMIT**

GRADING AND EROSION CONTROL PLANS

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

ATTORNEYS AT LAW

ROGER C. MILLER
TIMOTHY J. KUNTZ
DANIEL J. BEESON
*KENNETH J. ROHLF
◊STEPHEN H. FOCHLER
◊JAY P. KARLOVICH
ANGELA M. LUTZ AMANN
*KORINE L. LAND
ANN C. O'REILLY
◻*DONALD L. HOEFT
DARCY M. ERICKSON
DAVID S. KENDALL
JEROME M. PORTER
BRIDGET McCAULEY NASON
•
HAROLD LEVANDER
1910-1992
•
ARTHUR GILLEN
1919-2005
•
*ALSO ADMITTED IN WISCONSIN
◊ALSO ADMITTED IN NORTH DAKOTA
◻ALSO ADMITTED IN MASSACHUSETTS
◻ALSO ADMITTED IN OKLAHOMA

MEMO

TO: Mayor and City Councilmembers
FROM: Timothy J. Kuntz, City Attorney
DATE: November 9, 2011
RE: First Amendment to Lease – AT&T
Our File No. 81000.09000

Section 1. Background. AT&T executed a lease in 2006 with the City for space on the city's water tower located at 1770 50th Street, upon which AT&T has previously installed 6 antennas pursuant to a Water Tower Site Lease Agreement. AT&T has now requested permission to install an additional 3 antennas alongside the 6 existing antennas on the water tower.

As a part of the evaluation of the request to add additional antennas, City staff has engaged KLM to evaluate whether the water tower can withstand the installation of the additional antennas and whether the additional antennas would cause any interference with existing antennas and higher priority users on the water tower. KLM has determined that the proposed mounts can support the antennas and the tower structure can support the additional antennas. However, KLM has not yet provided city staff with confirmation that the installation of the additional antennas will not result in any radio frequency interference with existing antennas and higher priority users on the water tower. AT&T is presently gathering and providing the antenna frequency information to KLM and KLM's review of this information is expected to be completed shortly.

City staff has negotiated additional rent for the installation of the 3 new antennas, which is based upon a fee schedule that is similar to other cities in Dakota County.

Following is a summary of the general terms and conditions of the First Amendment:

1. AT&T may install 3 additional antennas at the locations where its existing antennas are located on the City's water tower located at 1770 50th Street.

2. AT&T shall pay additional monthly rent for the 3 additional antennas (“Additional Rent”). For calendar year 2011, the Additional Rent is \$1,575 per month and it increases each year by 5%.
3. As of the Effective Date of the First Amendment, Tenant shall pay Landlord in full the advance amount of Additional Rent for the balance of calendar year 2011. For the first month, the Additional Rent shall be pro-rated. Additional Rent shall be increased on January 1, 2012, and each year thereafter on January 1. The Additional Rent shall be paid in addition to and together with the rent required by the Water Tower Site Lease Agreement.

Section 2. Requested Action. The Council is requested to authorize approval of the First Amendment conditioned on the Public Works Director’s acceptance of a report from KLM confirming that AT&T’s installation of additional antenna will not result in any radio frequency interference with existing users and higher priority users.

Timothy J. Kuntz

TJK:dme

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

RESOLUTION NO. _____

**A RESOLUTION APPROVING
FIRST AMENDMENT TO WATER TOWER LEASE AGREEMENT WITH
NEW CINGULAIR WIRELESS PCS, LLC, F/K/A AT&T WIRELESS PCS, LLC**

WHEREAS, The City of Inver Grove Heights (the “City”) and New Cingular Wireless PCS, LLC, a Delaware limited liability company, f/k/a AT&T Wireless PCS, LLC, a Delaware limited liability company (“Tenant”) entered into a Water Tower Site Lease Agreement, dated January 1, 2006 (the “Lease”);

WHEREAS, Tenant currently has six antenna panels on the Inver Grove Heights Water Tower (the “Tower”). Two antennas are installed at 75 feet above grade at the 280 degree azimuth, and four antennas are located at 125 feet above grade at the 100 and 180 degree azimuth (2 antennas per sector);

WHEREAS, Tenant wishes to amend the Water Tower Site Lease Agreement to increase the number of antennas from 2 to 3 per sector, with the existing and new antennas remaining at the existing elevations and thus increasing the 6 panel antennas to 9 panel antennas on the Tower;

WHEREAS, the City has received confirmation from its consultant that Tenant’s installation plans are acceptable and the Tower can structurally withstand the installation of Tenant’s 3 additional antennas;

WHEREAS, the City anticipates receipt of confirmation from its consultant that the installation of Tenant’s 3 additional antennas will not result in radio frequency interference with existing antennas and higher priority users on the Tower;

WHEREAS, the City and Tenant have negotiated additional rent for the installation of the Tenant’s 3 new antennas to be paid in addition to the rent Tenant currently pays to the City under the Lease;

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

The attached First Amendment to Water Tower Lease Agreement (the “First Amendment”) is approved and the Mayor is authorized to execute the First Amendment along with any additional documents necessary or appropriate to effectuate, carry out, and perform all of the terms, provisions, and conditions of the First Amendment and the transactions contemplated hereby conditioned upon the City Public Works Director’s acceptance of a report from the City’s consultant confirming that the installation of

Tenant's 3 additional antennas will not result in radio frequency interference with existing antennas and higher priority users on Tower.

Passed this _____ day of November, 2011.

George Tourville, Mayor

Attest:

Melissa Rheume, Deputy Clerk

FIRST AMENDMENT TO WATER TOWER SITE LEASE AGREEMENT

This First Amendment to Water Tower Site Lease Agreement (“First Amendment”) is made and entered into by and between the City of Inver Grove Heights, a Minnesota municipal corporation (“Landlord”), whose address is 8150 Barbara Avenue, Inver Grove Heights, Minnesota 55077 and New Cingular Wireless PCS, LLC, a Delaware limited liability company, f/k/a AT&T Wireless PCS, LLC, a Delaware limited liability company, (“Tenant”), whose address is 1255 Cingular Way, Suite 1300, Alpharetta, GA 30004.

WITNESSETH:

- A. Landlord and Tenant have entered into a Water Tower Site Lease Agreement dated January 1, 2006, (“Water Tower Site Lease Agreement”) which is on file at the offices of the Landlord.
- B. Tenant currently has six antenna panels on the Inver Grove Heights Water Tower. Two antennas are installed at 75 feet above grade at the 280 degree azimuth, and four antennas are located at 125 feet above grade at the 100 and 180 degree azimuth (2 antennas per sector).
- C. Tenant wishes to amend the Water Tower Site Lease Agreement to increase the number of antennas from 2 to 3 per sector, with the existing and new antennas remaining at the existing elevations and thus increasing the 6 panel antennas to 9 panel antennas on the Inver Grove Heights Water Tower.
- D. Landlord is agreeable to the installation of 3 additional panel antennas on the Inver Grove Heights Water Tower.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

- 1. All capitalized terms, not otherwise separately defined herein, shall have the meanings ascribed to them in the Water Tower Site Lease Agreement.
- 2. The effective date (“Effective Date”) of this First Amendment shall be the date that Landlord and the Tenant have both executed this First Amendment.
- 3. As of the Effective Date of this First Amendment, Landlord hereby leases to Tenant the additional space for the placement of three additional antennas on the Inver Grove Heights Water Tower described on Exhibit B-1 (“Additional Leased Premises and Antennas”). The Additional Leased Premises and Antennas shall be subject to the same terms of the Water Tower Site Lease Agreement, except as said terms are amended by this First Amendment.

4. As of the Effective Date of this First Amendment, Tenant shall pay Landlord additional rent for the Additional Leased Premises and Antennas (“Additional Rent”). As of the Effective Date of this First Amendment, Tenant shall pay Landlord in full the advance amount of Additional Rent for the balance of calendar year 2011. For the first month, the Additional Rent shall be pro-rated. Additional Rent shall be increased on January 1, 2012, and each year thereafter on January 1, as shown on Exhibit C-1, attached hereto and incorporated herein. Said Additional Rent shall be paid in addition to and together with the rent required by the Water Tower Site Lease Agreement.
5. Landlord hereby approves the proposed additional antenna installations shown on Exhibit B-1.

IN WITNESS WHEREOF, the parties have executed this First Amendment as of the day and year first above written.

LANDLORD:

CITY OF INVER GROVE HEIGHTS

By _____
George Tourville, its Mayor

By _____
Melissa Rheume, its Deputy City Clerk

TENANT:

New Cingular Wireless PCS, LLC
By: AT&T Mobility Corporation
Its: Manager

By: _____

Name: _____

Title: _____

Date: _____

Exhibit B-1

Additional Leased Premises and Antennas

MNL03043 BABCOCK TRAIL FA 1008175



LTE WATER TANK TOWER

ENGINEERING

2006 INTERNATIONAL BUILDING CODE
2008 NATIONAL ELECTRIC CODE
TIA/EIA-222-E OR LATEST EDITION

GENERAL NOTES

THE FACILITY IS UNMANNED AND NOT FOR HUMAN HABITATION.
A TECHNICIAN WILL VISIT THE SITE AS REQUIRED FOR MAINTENANCE.
MAINTENANCE THE PROJECT WILL NOT RESULT IN ANY SIGNIFICANT
DISTURBANCE OR EFFECT ON DRAINAGE, NO SANITARY SEWER SERVICE,
WATER OR TRASH DISPOSAL IS REQUIRED AND NO COMMERCIAL
SIGNAGE IS PROPOSED.

SITE INFORMATION

PROPERTY OWNER:
ADDRESS:
CITY OF INVER GROVE HEIGHTS
8150 BARBARA AVENUE
INVER GROVE HEIGHTS, MN 55077

TOWER OWNER:
CITY OF INVER GROVE HEIGHTS
BABCOCK TRAIL
MNL03043

SITE CONTACT:
CITY OF INVER GROVE HEIGHTS
651-450-2500

SITE ADDRESS:
1774 50TH STREET EAST
INVER GROVE HEIGHTS, MN 55077

COUNTY:
DAKOTA

LATITUDE (NAD 83):
44° 52' 33.45" N
(FROM 1A LETTER)

LONGITUDE (NAD 83):
93° 04' 12.33" W
(FROM 1A LETTER)

GROUND ELEVATION:
982 AMSL

RAD CENTER:
125 AGL

ZONING JURISDICTION:
CITY OF INVER GROVE HEIGHTS

POWER COMPANY:
XCELENERGY
900-895-4899

TELEPHONE COMPANY:
OMNISTAR
651-387-2118

B & V PROJECT MANAGER:
JERRY SLOBODNIK
(612) 636-8126
SLOBODNIK@BV.COM

RF ENGINEER:
YOUSUF KHAN
552-818-1383
YKHAN@NTI.COM

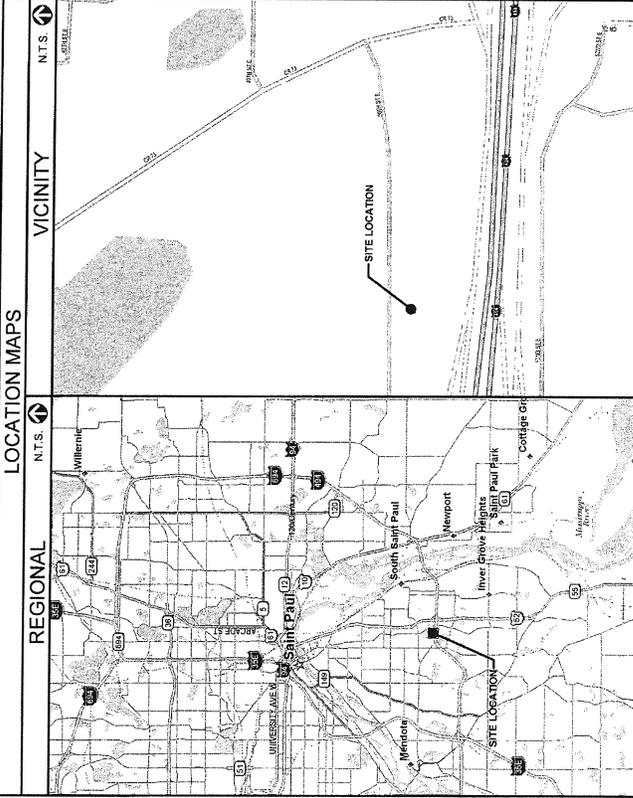
CONSTRUCTION MANAGER:
JUSTIN KESSLER
(651) 235-3557
KESLER@JLCOVERLANDCONTRACTING.COM

CONTACT INFORMATION

ENGINEER:
TERRA CONSULTING GROUP, LTD.
600 MARKET POINTE DR.
BLOOMINGTON, IL 61809

CONTACT:
TOM ZIMMERMANN
(847) 696-6400
TZIMM@TERRA.LTD.COM

STRUCTURAL ENGINEER:
KRECH CLARD & ASSOCIATES
101 PUTNAM ST.
EAU CLAIRE, WI
(715) 552-7374



DRIVING DIRECTIONS

DIRECTIONS FROM 4300 MARKET POINTE DR. BLOOMINGTON, MN
FROM AT&T OFFICE (4300 MARKET POINTE DR.): 1865 EXIT 67 TO HWY 110S. TAKE THE HWY 3 EXIT OFF HWY 110. TURN NORTH ON S. ROBERTS TRAIL
TURN EAST ON 50TH FOLLOW 50TH TO SITE. SITE IS WATER TANK ON THE RIGHT

APPROVALS

THE FOLLOWING PARTIES HEREBY APPROVE AND ACCEPT THESE DOCUMENTS
AS PART OF THE PROJECT AND WITH THE CONSTRUCTION
DESCRIBED HEREIN. ALL DOCUMENTS ARE SUBJECT TO THE LOCAL
BUILDING DEPARTMENT AND MAY IMPOSE CHANGES OR MODIFICATIONS.

AT&T RF: _____ DATE: _____
AT&T OPERATIONS: _____ DATE: _____
AT&T SITE AC: _____ DATE: _____
OCL: _____ DATE: _____
PROPERTY OWNER: _____ DATE: _____
MUNICIPAL: _____ DATE: _____

DRAWING INDEX

TITLE SHEET	REV
T-1	3
C-1	1
C-2	1
C-3	3
C-4	0
C-5A	0
C-5B	0
C-5C	0
C-5D	0
C-6	2
C-7	2
C-8	2
C-9	0
S-1	2
S-2	2
S-3	0
G-1	0
G-2	0
GN-1	0
GN-2	0

DO NOT SCALE DRAWINGS

SUB CONTRACTOR SHALL VERIFY ALL PLANS & EXISTING DIMENSIONS &
CONSTRUCTION CONDITIONS. THE ENGINEER IN CHARGE IS NOT
WRITING OF ANY DISCREPANCIES BEFORE PROCEEDING WITH THE WORK OR BE
RESPONSIBLE FOR SAME

PRIOR TO ANY EXCAVATION OR DEMOLITION
CONTRACTOR IS TO CONTACT GOPHER STATE
ONE CALL (1-800-252-1166)



4300 MARKET POINTE DR.
BLOOMINGTON, MN 55435



BLACK & VEATCH
10650 GRANDVIEW DRIVE
OVERLAND PARK, KANSAS 66210
(913) 498-2000



TERRA
CONSULTING GROUP, LTD.
600 Bluffs Highway
Ft. Belknap, IA 50505
Ph: 847/938-8400
Fax: 847/938-5401

NO.	REVISIONS	DESCRIPTION	DATE
0	ISSUED FOR PERMIT		08-20-11
1	ADDITION OF ACCOUNTING DETAILS		08-20-11
2	KLM REVIEW COMMENTS		08-05-11
3	ADDITIONAL KLM REVIEW COMMENTS		10/01/11
-	-	-	-
-	-	-	-
-	-	-	-
-	-	-	-
-	-	-	-
-	-	-	-

PROFESSIONAL ENGINEER
SUPERVISION AND THAT I AM DULY LICENSED
AND REGISTERED UNDER THE LAWS OF THE
STATE OF MINNESOTA.

Thomas A. Zimmermann
SIGNATURE: _____
TOMAS A. ZIMMERMANN
DATE: 10/14/11 LIC# 06877 JESS

MNL03043
LOC. BABCOCK TRAIL
1774 50TH STREET EAST
INVER GROVE HEIGHTS, MN 55077
LTE - WATER TANK

DRAWN BY: JLR
CHECKED BY: TAZ
DATE: 04/14/11
PROJECT #: 53-057

SHEET TITLE
TITLE SHEET

SHEET NUMBER
T-1

Exhibit C-1

Additional Rent

<u>Calendar Year</u>	<u>Annual Additional Rent</u>	<u>Monthly Additional Rent</u>
2011	\$ 18,900.00	\$ 1,575.00
If Water Tower Site Lease Agreement renewed:		
2012	\$ 19,845.00	\$ 1,653.75
2013	\$ 20,837.25	\$ 1,736.44
2014	\$ 21,879.11	\$ 1,823.26
2015	\$ 22,973.07	\$ 1,914.42
If Water Tower Site Lease Agreement renewed:		
2016	\$ 24,121.72	\$ 2,010.14
2017	\$ 25,327.81	\$ 2,110.65
2018	\$ 26,594.20	\$ 2,216.18
2019	\$ 27,923.91	\$ 2,326.99
2020	\$ 29,320.10	\$ 2,443.34
If Water Tower Site Lease Agreement renewed:		
2021	\$ 30,786.11	\$ 2,565.51
2022	\$ 32,325.41	\$ 2,693.78
2023	\$ 33,941.68	\$ 2,828.47
2024	\$ 35,638.77	\$ 2,969.90
2025	\$ 37,420.71	\$ 3,118.39

The above Additional Rent increase shall occur automatically without notice.

ITEM 4S WAS INADVERTENTLY LISTED TWICE.

IT APPEARS AS ITEM 4N ON THE CONSENT AGENDA.

THERE IS NO ITEM 4S.

SORRY FOR THE INCONVENIENCE.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

CONSIDER RESOLUTION APPROVING THE DAKOTA COUNTY 2012 COMMUNITY FUNDING APPLICATION FOR WASTE ABATEMENT ACTIVITIES

Meeting Date: November 14, 2011
 Item Type: Consent
 Contact: JTeppen, Asst. City Admin.
 Prepared by:
 Reviewed by:

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

PURPOSE/ACTION REQUESTED Approve the application of the 2012 Community Funding Application for waste abatement activities.

SUMMARY Each City within Dakota County is required to submit an application for receiving funding for waste abatement activities on a yearly basis. The application to request funds for 2012 is currently due. The City of Inver Grove Heights is eligible for \$32,000 in 2012. The attached application shows proposed abatement activities and expenditures for 2012. These funds are essential for the continuation of recycling programs in Inver Grove Heights.

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

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING THE APPLICATION FOR 2012 FUNDING FROM DAKOTA
COUNTY FOR WASTE ABATEMENT ACTIVITIES**

WHEREAS, Dakota County has set waste abatement goals for the City of Inver Grove Heights; and

WHEREAS, Dakota County Board of Commissioners provides funding for waste abatement activities; and

WHEREAS, the City would like to continue educating the community on the merits of waste abatement activities.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL that the City of Inver Grove Heights submits its 2011 application to Dakota County Board of Commissioners to fund waste abatement activities

Passed this 14th Day of November, 2011

George Tourville, Mayor

Ayes:

Nays:

ATTEST:

Melissa Rheame, Deputy City Clerk

City of Inver Grove Heights 2012 Large Community Funding Application and Report Form

Application Due Date: October 14, 2012
Application and JPA Submittal Due Date: November 25, 2012
Funding Period: January 1, 2012 - December 31, 2012



Dakota County, Physical Development Division
Environmental Management Department
September 21, 2011

Upload completed application onto the Dakota County Local Solid Waste Staff (LSWS) SharePoint web site at <http://sharepoint.co.dakota.mn.us/LSWS/default.aspx> with your Council Resolution or minutes of the proceedings or copies may be mailed to:

Rebecca Kulas
Dakota County Physical Development Division
14955 Galaxie Avenue
Apple Valley, MN 55124

Contact Information

Rebecca Kulas: Guidelines, Application, Annual Report, and LSWS SharePoint Web Site
952-891-7043 or Rebecca.kulas@co.dakota.mn.us

Tammy Drummond: Application process
952-891-7003 or tammy.drummond@co.dakota.mn.us

PART I: BASE FUNDING APPLICATION INFORMATION AND WORKPLAN

Base Funding Application Information:

Please provide complete applications and a copy of the Official Resolution or minutes of the Proceedings (an official action from the governing body requesting the funding allocation or a certified copy of the official proceedings).

Community Funding Period: January 1, 2012 through December 31, 2012

City/Township (select): City of Inver Grove Heights

Population (2012 Est.): _____ Number of Households (2012 Est.): **13,476**

Date Submitted: **10.16.11** Amount of Funds Eligible For: **\$32,000**

Address: 8150 Barbara Avenue Amount of Funds Applied for: **\$32,000**

E-mail Address: **jteppen@invergroveheights.org**

Contact: **Jenelle Teppen** Phone Number: **651.450.2512** Fax Number: **651.450.2502**

1. Is your community interested in hosting a Household Hazardous Waste Event Collection in conjunction with Dakota County in 2012?

Yes No Maybe

2. What percent of staff time (in Full Time Equivalent – F.T.E) is allocated to waste abatement activities?

1% F.T.E.

3. Does your community anticipate hosting one or more community-sponsored “clean-up” days in 2012?

X Yes No Date(s): unknown

* Please note that types and amounts of materials collected, including electronics, must be reported to the County (see Part IV Local Waste Collection Report Form).

4. I certify that this 2012 Community Funding Application was prepared under my direction or supervision, and that the information is true, accurate, and complete to the best of my knowledge. I certify that a 2012 Annual Report demonstrating compliance with this application will be submitted to the County by February 15, 2013.

Name of person completing document **Jenelle Teppen (signature)**

WORK PLAN and REPORT FORM – LARGE COMMUNITY BASE FUNDING. Please identify and describe the proposed activities (mandated and optional) that your community will undertake in the current application year in each of the following areas of Government Leadership, Operations and Education for 2012 Community Funding. The Work Plan shall include a description of annual activities, partners, a timeline to complete the activities, and post-activity outcome measurement. The 2012 Results column should be completed at the end of the year, and submitted as part of the 2012 Annual Report. **Please Note: Program priorities include:**

- Increased residential recycling, and
- Increased participation at The Dakota County Recycling Zone by both residents and businesses

A. Government Leadership –Responsibilities. Identify and describe the proposed activities that your community will undertake in the current application year in each of the following mandated areas.

GOVERNMENT LEADERSHIP RESPONSIBILITY	POINTS	ACTIVITY PROPOSED	PROPOSED PARTNERS	PROPOSED TIMELINE	PROPOSED OUTCOME MEASUREMENT (Qualitative and/or quantitative)	2012 RESULTS (to be completed when submitting 2012 Annual Report)
<i>Example: Manage Public Entity Waste.</i>		<i>- Verify disposal location is a processing facility on waste hauling invoices.</i>	<i>- City Maintenance staff - Waste hauler for city buildings/parks</i>	<i>ongoing</i>	<i>- 100% of the MSW, that is not reduced, reused, recycled or composted, from city buildings, will be delivered to a processing facility.</i>	
1. Identify Contact Person – Each community must identify in its annual Application a responsible party for eligible activities and inform Dakota County within thirty days of any changes in the designated individual.	4	Notification by City to County of responsible party as listed on page one of application – contact is Jenelle Teppen	Dakota County and Inver Grove Heights	Ongoing	Initial notification of contact person (supplied on application form) Subsequent notification to County of any changes within 30 days	
2. Ensure Recycling Programs Exist – Ensure that recycling programs are established for	4	The City of Inver Grove Heights will continue to ensure recycling programs are available in all its	Dakota County and Inver Grove Heights	ongoing	<ul style="list-style-type: none"> • Purchase/Provide recycling containers as needed. • Ensure housekeeping staff and recycling hauler collect appropriately. 	

facilities under its control in accordance with MN Stat. § 115A.151 (i.e., must ensure program in place for recyclable materials).		facilities in accordance with State Statute			<ul style="list-style-type: none"> Inform City employees annually to recycle all mandated items. 	
3. Manage Public Entity Waste – Manage waste from its facilities as outlined in the Regional/Dakota County Solid Waste Master Plan (i.e., must ensure program in accordance with public entities law – MN Stat. § 115A.471).	4	The City of Inver Grove Heights’ current Host Community Agreement with Allied Waste requires that Allied Waste collect from City facilities and is processed in line with State law.	Dakota County, Inver Grove Heights and Allied Waste	ongoing	Verify hauler complies and takes City waste to appropriate processing facilities.	
4. LSWS Meetings Actively participate in Local Solid Waste Staff meetings (one excused absence.)	4	Staff from the City of Inver Grove Heights plan to attend 2011 LSWS meetings.	Dakota County, Inver Grove Heights	ongoing	Enter scheduled meetings into planning calendar. Attend or designate alternate to attend.	
5. Enhanced Government Leadership. Expand or enhance government	4	The City of Inver Grove Heights plans to promote commercial participation at the	Dakota County, Inver Grove Heights, local businesses and Chamber of	ongoing	Work with Chamber of Commerce to promote availability of RZ to business partners Distribute RZ brochures to selected	

leadership in 2012.		Recycling Zone with local businesses and the Chamber of Commerce	Commerce		businesses	
A. TOTAL POINTS (add 1 – 5) = (20 points total)	<u> </u> 20 <u> </u> Points					

B. Recycling and Solid Waste Operations –Responsibilities. Identify and describe the proposed that your community will undertake in the current application year in each of the following mandated areas.

OPERATIONS RESPONSIBILITY	POINTS	PROPOSED ACTIVITY	PROPOSED PARTNERS	PROPOSED TIMELINE	PROPOSED OUTCOME MEASUREMENT (Qualitative and/or quantitative)	2012 RESULTS (to be completed when submitting 2012 Annual Report)
6. Support Recycling Goal – Attain a level of waste reduction, reuse, and recycling that supports Dakota County’s 2012 recycling goal of 50%, focusing efforts on new and existing residents and drop-off events.	4	Inver Grove Heights will publicize waste reduction and recycling efforts and will also sponsor a city clean-up day and electronics recycling day to support the County’s 50% recycling goal	Inver Grove Heights, local haulers, SWMCB and Dakota County	Semi annual publications and clean-up recycling days in the fall	Publication of promotional pieces and documentation of weight collected at clean-up and recycling days	
7. Curbside Recycling Materials – Continue the curbside recycling of the following materials: newspaper, magazines, mixed mail, corrugated cardboard, steel/aluminum cans, glass containers, and plastic containers with a neck.	4	Inver Grove Heights will publicize Rethink Recycling information to encourage residents to increase volume of the accepted curbside materials	Inver Grove Heights staff and local haulers and Dakota County and SWMCB	emi-annual publication of Rethink Recycling promotional pieces	Publication of promotional pieces with Rethink Recycling information	
8. Multi-family Recycling – Ensure recycling service is available in all multi-family	4	Inver Grove Heights will monitor complaints about lack of recycling	Inver Grove Heights staff and local	ongoing	Number of complaints received about lack of multi-family recycling	

buildings that includes all recyclables collected through the curbside collection program.		service in multi-family and survey buildings in 2011 to assure compliance that recycling is available	haulers and apartment building owners		service and completion of survey by 12/11		
9. Waste Collection Services – Promote implementation of policies and practices to ensure waste collection services are provided to residents and businesses per state law (115A.941).	4	Current Inver Grove Heights ordinance requires that all residents have waste collection service. Enforcement is through monitoring complaints and with cooperation of licensed waste haulers.	Inver Grove Heights staff and local waste haulers	ongoing	Number of complaints received about residents not receiving waste collection service.		
10. Enhanced Operations. Expand or enhance solid waste or recycling management operations in 2012.	4	Inver Grove Heights plans to enhance recycling management operations by cooperating with Allied Waste’s Recycle Bank project.	Inver Grove Heights staff and Allied Waste	3 rd and 4 th quarters	Data from Allied Waste documenting effect of Recycle Bank program.		
B. TOTAL POINTS (add 6 – 10) = (20 points total)	<u>20</u> Points						

C. Education –Responsibilities. Identify and describe the proposed activities that your community will undertake in the current application year in each of the following mandated areas.

EDUCATION RESPONSIBILITY	POINTS	PROPOSED ACTIVITY	PROPOSED PARTNERS	PROPOSED TIMELINE	PROPOSED OUTCOME MEASUREMENT (Qualitative and/or quantitative)	2012 RESULTS (to be completed when submitting 2012 Annual Report)
11. Recycling Communication to Households - Produce at least one electronic (when applicable) and written communication and distribute to every new and existing household, including multi-family buildings.	5	Inver Grove Heights sends recycling information to all residents in its bi-monthly newsletter and publishes items on the	Inver Grove Heights staff and local haulers	Ongoing	City newsletters and website publications	

		City's web site. IGH uses information from Rethink Recycling to keep updates fresh.	and Dakota County and SWMCB			
12. Household Hazardous Waste Communication to Households - Produce at least one electronic (when applicable) and written communication and distribute to every new and existing household, including multi-family buildings with <u>The Recycling Zone messages as a top priority</u> .	5	Inver Grove Heights sends information on Household Hazardous Waste to all residents in its bi-monthly newsletter and publishes items on the City's website. Promotional pieces on the Recycling Zone receive priority placement.	Inver Grove Heights staff and local haulers and Dakota County and The Recycling Zone	Ongoing	City newsletters and website publications	
13. Program Messages - Support and promote the Solid Waste Management Coordinating Board and the Regional/County Solid Waste Master Plan's integrated solid waste management program messages.	5	Inver Grove Heights supports/promotes the SWMCB's program messages by consistently using information from Rethink Recycling.	Inver Grove Heights staff and Dakota County and SWMCB	Annually	City newsletters and website publications	
14. Website for Recycling and Household Hazardous Waste Management. Maintain community's website with environmental information that link to http://www.co.dakota.mn.us/EnvironmentRoads/default.htm .	5	Inver Grove Heights maintains an active website that routinely links to the County pages with current recycling and household hazardous waste information	Inver Grove Heights staff and Dakota County	ongoing	City website	
C. TOTAL POINTS (add 11 – 14) = (20 points total)	__20__Points					

D. Education – Choose Any Five (5). Identify and describe the proposed activities that your community will undertake in the current application year. The community chooses to complete any five activities.

EDUCATION RESPONSIBILITY	POINTS (8 pts each)	PROPOSED ACTIVITY	PROPOSED PARTNERS	PROPOSED TIMELINE	PROPOSED OUTCOME MEASUREMENT (Qualitative and/or quantitative)	2012 RESULTS (to be completed when submitting 2012 Annual Report)
15. Make presentation(s) to City employees (minimum of 10) regarding a government leadership activity. Topic(s) must be consistent with the annual work plan.	8	Plan to devote portion of a city staff meeting to presentation the highlights in-house recycling efforts	City staff and County staff or consultant	2 nd quarter	Measurement of increased in-house recycling	
16. Provide environmental education to community group(s) (minimum of 10 people.) Topic(s) must be consistent with the annual work plan.	8	Plan to present to community group on topic of environmental education	City staff and County staff or consultant	2 nd quarter	Feedback from community group on action steps to be taken	
17. Provide environmental education in schools or other public entities (minimum of 10 people), with schools a top priority. Topic(s) must be consistent with the annual work plan.	8	Plan to present to school group on topic of environmental education	City staff and County staff or consultant	3 rd quarter	Feedback from school group on action steps to be taken	
18. Sponsor a community event for Earth Day (if attended by over 100 people – counts as two).	8	Plan to sponsor informational booth at Community Clean Up Day	City staff and County staff or consultant	2 nd quarter	Number of brochures or literature distributed and anecdotal feedback on action steps to be taken	
19. Sponsor a community event for America Recycles Day (if attended by over 100 people - counts as two).						
20. Sponsor a community event for Pollution Prevention Week (if attended by over 100 people – counts as two).						
21. Provide recycling at community-sponsored event or festival , including recycling containers and		Plan to sponsor recycling opportunities at IGH festival	City staff and Allied Waste	2 nd quarter	Number of pounds or recycling collected at event	

recycling labels.						
22. Rethink Recycling –In addition to completing mandated education activity #11, incorporate an additional electronic and/or printed material provided by the regional Rethink Recycling campaign into communications distributed in your community.						
23. The Recycling Zone - In addition to completing mandated education activity #12, incorporate an additional electronic and/or printed material provided by the region’s Rethink Recycling campaign into communications distributed in your community.						
24. Enhanced Education: Expand or enhance education or promotional efforts in 2012.						
C. TOTAL POINTS (Add 15 - 24) = <i>(40 points total)</i>	<u> 40 </u> Points					

E. Performance- Based Funding. The Community Funding program is performance-based. Communities receive 100% of eligible funds if the required activities are completed, or will be adjusted according to the following schedule:

PERFORMANCE-BASED FUNDING TOTAL POINTS <i>(add total points for A + B + C + D)</i> =	<u> 100 </u> Points	Adjustments to community payments for expenditures or activities not consistent with the Application will be based on a point scale and upon the following Performance-Based Funding Schedule:		
		<table border="1" style="width: 100%;"> <tr> <td style="width: 50%; text-align: center;">25 points or less =</td> <td style="width: 50%; text-align: center;">25% of net eligible costs reimbursed</td> </tr> </table>	25 points or less =	25% of net eligible costs reimbursed
25 points or less =	25% of net eligible costs reimbursed			

<i>(100 points total)</i>			26 – 50 Points	50% of net eligible costs reimbursed
			51 – 84 Points =	75% of net eligible costs reimbursed
			85 – 92 Points =	95% of net eligible costs reimbursed
			93 – 100 Points =	100% of net eligible costs reimbursed

PART II: APPLICATION and REPORT FORM FOR PUBLIC AREA RECYCLING CONTAINERS

Limited funds are available to supply public area recycling containers in City or township buildings and facilities (City Hall, Community Centers, City Sports Arenas, etc.) for the purpose of increasing recycling in public spaces. Communities should indicate the number of recycling containers anticipated for public area recycling at community buildings in the coming funding year.

Environmental Management Department staff will arrange for type(s), total quantities, ordering, and distribution to communities. Communities must provide environmental education messages (e.g., labels, posters, promotions, etc.) to encourage appropriate public use of the containers, and are responsible for placement and maintenance of the container and management of its contents.

1. Is your community requesting public area containers in 2012 at community buildings?

Yes No If yes, what type? Don't know yet

If no, skip to **PART III: APPLICATION FOR LOCAL NEGOTIATED INITIATIVE FUNDS.**

2. Quantity: Number of public area recycling containers requested.

?

3. Location: Identify where requested containers will be used.

8055 Barbara Avenue

4. Distribution Location: List the location and address for container delivery.

Veterans Memorial Community Center 8055 Barbara Avenue

PART III: APPLICATION and REPORT FORM FOR LOCAL NEGOTIATED INITIATIVE FUNDS

Is your community applying for Local Negotiated Initiative Funds?

Yes No

If no, skip to PART IV: COMMUNITY FUNDING BUDGET FORM.

Local Negotiated Initiative Fund (LNIF) projects and programs are negotiated with Environmental Management Department staff during the work planning process. Eligible LNIF projects include:

- Provide recycling education and infrastructure in educational institutions.
- Develop recognition program for businesses that implement waste reduction, reuse and recycling.
- Develop waste reduction, reuse and recycling education/communication program for businesses.
- Develop activities to increase residential recycling, including reaching community residents that are currently underserved with waste reduction, reuse and recycling messages/activities.
- Provide reduction, reuse and recycling at community-sponsored events, such as parades, community celebrations, or other short duration events.
- Facilitate and promote a community service project that promotes waste reduction, reuse and recycling (e.g., It's In the Bag Program).
- OTHER activity that enhances residential recycling or residential or business participation at The Recycling Zone, as negotiated with the Department during the work planning process.

Work Plan and Annual Report: Please identify and describe the proposed activities that your community will undertake to in the current application year in the below areas for 2012 Community Funding. Please note that LNIF project results must be included in the 2012 Annual Report and include all the below information:

- 1. Please identify the cost and type of LNIF project from the above list of eligible projects that your community would like to complete.**

Cost:

Type of LNIF project:

- 2. Please summarize in two or three paragraphs the work that your community would like to perform in this LNIF project area. Include a brief description of why you chose the specific project area, including a discussion of the community need.**

- 3. Briefly describe how the LNIF project will have a long-term impact for your community. How do you see this work continuing after the LNIF project is complete?**

#####

- 4. Local Negotiated Fund Work Plan: Please complete the below Work Plan for each selected Initiative. The 2012 results column should be completed at the end of the year.**

ACTIVITY PROPOSED	PROPOSED PARTNERS AND RESOURCES	PROPOSED TIMELINE	BUDGET BREAKDOWN	PROPOSED PRE- AND POST-MEASUREMENT	OPPORTUNITIES AND CHALLENGES	2012 RESULTS (to be completed when submitting 2012 Annual Report)

5. How could the LNIF project be replicated in other communities?

#####

PART IV: Local Waste Collection Report Form

City/Township City of Inver Grove Heights
 Name of Event Fall Clean Up Date of Event September 17, 2011

Waste Stream	Clean-up days	Units	Drop Off		Curbside	
			Sites	Units		Units
Appliances	79					
Auto Batteries	17					
Electronics	6480	lbs				
Used Oil						
Oil Filters						
Scrap Metal	3.62	tons				
Tires		53				
Paper						
Cardboard						
HHW						
Computer Disks						
Mattresses	54					
Shredded Paper	7920	Lbs				
Bicycles	28					
Textiles						
Shoes						
Other:	5.74 trash	tons				
Other:	113 bulbs					
Other:						

*Please fill in the units for each entry (e.g., lbs., tons, barrels, etc.) and report each event on a separate form.

PART V. 2012 COMMUNITY FUNDING BUDGET AND EXPENSE REPORT FORM

Communities must enter estimated costs, per line item, in appropriate sections of A.1. Administrative Costs and A.2 Promotional/Educational Costs. Please list any community contributions in the community share column. Community contributions are not mandatory. The total County share may not exceed the "amount of funds eligible for" in Part I of this application. Unexpended funding from budgets may not be carried over.

A.1. Administrative Costs	County Share	Community Share	Total (County/Community combined)
Direct Salaries	18750	6000	24750
Direct Mileage		250	250
Direct Membership & Training & Subscriptions	350		350
Consultant Services and/or Temporary Help			0
Software			0
Other (List & Describe)			0
Administrative Costs Subtotal	19100	6250	25350
A.2. Promotional/Educational Costs	County Share	Community Share	Total (County/Community combined)
Design/Printing Costs	7000		7000
Distribution Costs	4000		4000
Advertisements	600		600
Videos/Billboards			0
Promotional Items	1000		1000
Special Events (Displays, Performance fees)			0
Other (List & Describe)			0
Promotional/Educational Costs Subtotal	12600	0	12600
B. Total Budget or Expenditure Amount (A.1+A.2)	32000	6250	50550
C. Total LNIF Amount Requested or Expended from County			0
D. Base Funding Requested or Received from the County (can not exceed the amount approved by the County Board)	32000		32000
E. Amount to be Returned to the County (if applicable)			

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Approval of Park Maintenance Fund (Fund 444) Funding Transfer

Meeting Date: November 14, 2011
 Item Type: Consent Agenda
 Contact: Eric Carlson – 651.450.2587
 Prepared by: Eric Carlson
 Reviewed by: Mark Borgwardt

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 the transfer of \$25,000 Host Community Fund and \$205,000 from the Closed Bond Fund as outlined in the Proposed Funding Plan for Fund 444 (attached). The Council is asked to approve the 2011 transferred as scheduled in the pro-forma.

SUMMARY

At the October 24, 2011 Council Work Study Session the Council reviewed the Park Maintenance Fund (Fund 444). The City of Inver Grove Heights has 25 parks and 590 acres of park land not including the Inver Wood Golf Course. The City has capital assets (trails, parking lots, tennis courts, backstops etc) valued at approximately \$9,800,000 in improvements to the system, not including the land. Each of the improvements has an expected useful life and future replacement cost. Based on our current system we should be setting aside approximately \$504,000 annually to insure we have adequate financial resources in place when items reach the end of their useful life.

In 1998 the City Council established the Park Maintenance Fund (Fund 444) as a way to address the replacement of existing infrastructure found in the park system. Currently, \$83,000 of general fund tax dollars are allocated for the fund and the fund has a balance at the end of 2010 of approximately \$367,000.

The proposed funding pro-forma for Fund 444 strategically plans future revenue and expenses while keeping a positive balance in the fund. Use of Fund 444 requires City Council approval, and any project that would be recommended for funding would be reviewed by the Park and Recreation Commission and approved by the Council. The City's 5-year Capital Improvements Plan (CIP) would be used to plan expenditures so that resources are available when replacement is needed.

Replacement of existing infrastructure would be reviewed and analyzed if the replacement is needed or if there is an alternative that should be recommended.

**City of Inver Grove Heights
 Park Maintenance & Replacement (Fund 444)
 Proposed Funding Pro-forma (Park System Improvements)
 Comprehensive Park Plan & Development Guide**

5-Year Plan

		A	B	C	D	E	F	G	H	I	J
		Annual Transfer	Host	Annual Transfer	Closed	Interest		Parking Lot	Park	Total	
		Into	Community	From Capital	Bond	Earned @	Annual	Trail	System	Park	Fund
		Fund	Transfer	Facilities	Fund	1%	Revenue	Investments	Investments	Investments	Balance
	2010										\$ 367,000
0	2011	\$ 83,000	\$ 25,000	\$ -	\$205,000	\$ 3,670	\$ 316,670	\$ 50,600	\$ -	\$ 50,600	\$ 633,070
1	2012	\$ 150,000	\$ 25,000	\$ 25,000	\$ -	\$ 506	\$ 200,506	\$ 137,400	\$ 169,600	\$ 307,000	\$ 526,576
2	2013	\$ 150,000	\$ 25,000	\$ 25,000	\$ -	\$ 3,070	\$ 203,070	\$ 160,000	\$ 143,800	\$ 303,800	\$ 425,846
3	2014	\$ 150,000	\$ 25,000	\$ 25,000	\$ -	\$ 3,038	\$ 203,038	\$ 124,000	\$ 145,300	\$ 269,300	\$ 359,584
4	2015	\$ 150,000	\$ 25,000	\$ 25,000	\$ -	\$ 2,693	\$ 202,693	\$ 243,000	\$ 125,500	\$ 368,500	\$ 193,777
5	2016	\$ 150,000	\$ -	\$ 25,000	\$ -	\$ 3,685	\$ 178,685	\$ 118,600	\$ 200,420	\$ 319,020	\$ 53,442
	Total	\$ 833,000	\$ 125,000	\$ 125,000	\$205,000	\$ 16,662	\$1,304,662	\$ 833,600	\$ 784,620	\$ 1,618,220	

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

APPROVE RESOLUTION AUTHORIZING AN IMPREST PETTY CASH CHECKING ACCOUNT AT BREMER BANK

Meeting Date: November 14, 2011
Item Type: Consent
Contact: 651-450-2511
Prepared by: Joe Lynch
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 resolution authorizing an imprest petty cash checking account at Bremer Bank to account for the transactions of the ATM at the Veterans Memorial Community Center.

SUMMARY:

It has been recommended that we establish a separate checking account for the transactions of the ATM. Under Minnesota Statutes 412.271, Subd. 5, the City Council; may establish one or more imprest funds. In establishing an imprest fund a custodian must be appointed. I recommend that the City Accountant be appointed the temporary custodian of this imprest fund.

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

RESOLUTION NO. 11-_____

**RESOLUTION AUTHORIZING AN IMPREST PETTY CASH CHECKING ACCOUNT AT
BREMER BANK UNDER MINNESOTA STATUTES 412.271, SUBD. 5**

WHEREAS, Minnesota Statutes Section 412.271, Subd. 1 provides that the City Council has full authority over the City's financial affairs, and;

WHEREAS, Minnesota Statutes Section 412.271, Subd. 5 allows a City Council to establish one or more imprest petty cash funds, and;

WHEREAS, any imprest petty cash fund must have a council appointed custodian responsible for safekeeping and disbursement,

NOW, THEREFORE BE IT RESOLVED, BY THE CITY OF INVER GROVE HEIGHTS, that an imprest petty cash checking account be established at Bremer Bank with the City Accountant as the council appointed temporary custodian of this fund.

Adopted by the City Council of the City of Inver Grove Heights on this 14th day of November, 2011.

Ayes:

Nays:

George Tourville, Mayor

Attest:

Melissa Rheaume, Deputy Clerk

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Meeting Date: November 14, 2011
Item Type: Consent Agenda
Contact:
Prepared by: Joe Lynch, City Administrator
Reviewed by:

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 contract for services with Springsted to provide financial assistance in a variety of areas during the period from November 1, 2011 through December 31st, 2012.

SUMMARY

As Council is aware, we are without a Finance Director and Assistant Director and are in the process of seeking candidates for the Finance Director position. During this critical time of setting the final budget and tax levy I would like the opportunity to work with this firm to help determine how we can lower both to achieve the direction provided by Council. In addition, this firm can help the city out during 2012 with additional services such as Bond Arbitrage, TIF District reviews, position evaluations and many more. The cost for this service is \$9,000 for that 14 month period and will be funded from the Professional Services line item in the Finance Department budget and be offset by not having both the Finance Director and Assistant Finance Director positions for the remainder of 2011 and approximately three months in 2011. I recommend that Council approve the Agreement for financial services with Springsted for the time period from November 1, 2011 to December 31st, 2012.

AGREEMENT FOR MANAGEMENT CONSULTING SERVICES

THIS AGREEMENT is made as of the ____ day of _____, 20 __, by and between _____, ("Client") and Springsted Incorporated ("Advisor").

WHEREAS, the Client wishes to retain the services of the Advisor on the terms and conditions set forth herein, and the Advisor wishes to provide such services;

NOW, THEREFORE, the parties hereto agree as follows:

- Services. Advisor shall provide management consulting services which include: organizational management/human resources consulting, operational finance consulting, and housing and economic development consulting to the Client as provided herein. The services included are as follows:

Clients Choose a Total of 4 Services from the Menu of Services Below				
	Population			
	Less than 2,500	Less than 5,000	Less than 10,000	Over 10,000
Organizational Management and Human Resources				
Pay equity compliance report	1	1	1	1
Strategic planning	One - 4 hour session	One - 4 hour session	One - 8 hour session	One - 8 hour session
Job descriptions	3 Job Descriptions	5 Job Descriptions	7 Job Descriptions	10 Job Descriptions
Facilitation - goal setting	One - 4 hour session	One - 4 hour session	One - 8 hour session	One - 8 hour session
Audit personnel policies	One - Audit	One - Audit	One - Audit	One - Audit
Operational Finance				
Review water rates	1	1	1	1
Review sewer rates	1	1	1	1
Update CIP	1	1	1	1
Review fiscal policies	1	1	1	1
Recommend fund balances	1	1	1	1
Budget and levy review and verification	1	1	1	1
Housing and Economic Development				
TIF Compliance Report	1	1	2	3
Cash flow analysis	1	1	1	1
TIF/Abatement projection	1	1	1	1
Preliminary development review	1	1	1	1
Post-Issuance Compliance Services				
Review of arbitrage report performed by issuer or third party	1	1	2	2
Document review and advice regarding set-up for arbitrage monitoring by an issuer	2	2	3	3
Investment Services (Springsted Investment Advisors)				
Bank Evaluation	1	1	2	2
Investment Policy Review	1	1	1	1
Phase I Portfolio Review	1(up to \$20M assets)	1(up to \$20M assets)	1(up to \$50M assets)	1(up to \$50M assets)
Subtotal	\$ 4,000	\$ 4,500	\$ 7,000	\$ 9,500
Discount (Inver Grove Heights)				\$ (500)
Annual Fee for Service				\$ 9,000
Support Services Provided at No Additional Cost				
Respond to General Org. Mgmt/HR Questions	Yes	Yes	Yes	Yes
Respond to General Op. Finance Questions	Yes	Yes	Yes	Yes
Respond to General HED Questions	Yes	Yes	Yes	Yes

¹ Client has pre-selected the review and verification of the 2012 budget and 2011/12 levy. Work on this project to be completed by Terri Heaton will begin immediately. The remaining 3 services can be selected at any time during the remainder of the contract.

2. Compensation. The Client shall compensate the Advisor in the amount indicated in the menu of services based on the population of their City as determined by the most recent US Census. A \$500 discount is included in the price.

The Client acknowledges that it is obligated for the full cost of the subscription service even if the maximum number of services is unused during the calendar year. Services will not be carried over into future calendar years. Billing will be done in full at the time the Agreement is signed.

3. Term and Termination. This Agreement shall commence as of date signed and continue in full force and effect until December 31, 2012. This Agreement is subject to termination by either party with the provision of ninety (90) days' notice. If so terminated by Advisor, Advisor shall refund a proportionate share of the annual fee for services not utilized.

4. Acknowledgement of Legal Responsibility; Indemnification; Sole Remedy. The Client acknowledges and accepts that it is solely responsible for abiding by any and all Federal and State laws and client policies and procedures governing the management of human resources in the public sector and the supervision of its employees. Accessing advice and resources from Advisor does not in any way absolve the Client of its sole responsibility in this regard. Furthermore, the Client is responsible to determine when and if it needs to seek advice from legal counsel related to any management consulting services advice and related project work performed by Advisor's employees or contractors. The Client and Advisor each hereby agree to indemnify and hold the other harmless from and against any and all losses, claims, damages, expenses, including without limitation, reasonable attorney's fees, costs, liabilities, demands and cause of action (collectively referred to herein as "Damages") which the other may suffer or be subjected to as a consequence of any act, error or omission of the indemnifying party in connection with the performance or nonperformance of its obligations hereunder, less any payment for damages made to the indemnified party by a third party. Notwithstanding the foregoing, no party hereto shall be liable to the other for Damages suffered by the other to the extent that those Damages are the consequence of: (a) events or conditions beyond the control of the indemnifying party, including without limitation changes in economic conditions; (b) actions of the indemnifying party which were reasonable based on facts and circumstances existing at the time and known to the indemnifying party at the time the service was provided; or (c) errors made by the indemnifying party due to its reliance on facts and materials provided to the indemnifying party by the indemnified party. Whenever the Client or Advisor become aware of a claim with respect to which it may be entitled to indemnification hereunder, it shall promptly advise the other in writing of the nature of the claim. If the claim arises from a claim made against the indemnified party by a third party, the indemnifying party shall have the right, at its expense, to contest any such claim, to assume the defense thereof, to employ legal counsel in connection therewith, and to compromise or settle the same, provided that any compromise or settlement by the indemnifying party of such claim shall be deemed an admission of liability hereunder. The remedies set forth in this paragraph shall be the sole remedies available to either party against the other in connection with any Damages suffered by it.

5. Confidentiality; Disclosure of Information.

Client Information. All information, files, records, memoranda and other data of the Client which the Client provides to the Advisor or which the Advisor becomes aware of in the performance of its duties hereunder ("Client Information") shall be deemed by the parties to be the property of the Client. The Advisor may disclose the Client Information to third parties in connection with the performance by it of its duties hereunder.

Advisor Information. The Client acknowledges that in connection with the performance by the Advisor of its duties hereunder, the Client may become aware of internal files, records, memoranda and other data, including without limitation computer programs of the Advisor ("Advisor Information"). The Client acknowledges that all Advisor Information, except reports prepared by the Advisor for the Client, is confidential and proprietary to the Advisor, and agrees that the Client will not, directly or indirectly, disclose the same or any part thereof to any person or entity except upon the express written consent of the Advisor.

6. Miscellaneous.

No Third Party Beneficiary. No third party shall have any rights or remedies under this Agreement.

Entire Contract; Amendment. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes all prior written or oral negotiations, understandings or agreements with respect hereto. This Agreement may be amended in whole or in part by mutual consent of the parties, and this Agreement shall not preclude the Client and the Advisor from entering into separate agreements for other projects.

Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota.

Severability. To the extent any provision of this Agreement shall be determined invalid or unenforceable, the invalid or unenforceable portion shall be deleted from this Agreement, and the validity and enforceability of the remainder shall be unaffected.

Notice. All notices required hereunder shall be in writing and shall be deemed to have been given when delivered, transmitted by first class, registered or certified mail, postage prepaid and addressed as follows:

If to the Client:

If to the Advisor, to:

Springsted Incorporated

380 Jackson Street, Suite 300

St. Paul, MN 55101-2887

Attention: Managing Principal

The foregoing Agreement is hereby entered into on behalf of the respective parties by signature of the following persons each of whom is duly authorized to bind the parties indicated.

FOR CLIENT

SPRINGSTED Incorporated



Title

Senior Vice President, Client Representative

Title

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Meeting Date: November 14, 2011
Item Type: Consent
Contact:
Prepared by: Joe Lynch, City Administrator
Reviewed by:

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 Interim Financial Service Agreement and work done by Abdo, Eick and Meyers during the period that the City is without Finance and Assistant Finance Director.

SUMMARY

As Council is aware, we are currently operating without either a Finance Director or an Assistant Finance Director. I will be seeking to replace at least one of those positions, but in the meantime we need to have someone on board to help us with some of the financial issues on a daily and weekly basis. I received four bids from the firms of Tautges Redpath, Springsted, KDV and A.E.M. for these services. A.E.M. provided the low quote of \$9,000/month to assist with high level financial services. This will be funded from the Professional Services line item in the Finance Department budget and offset by those cost savings by not having both a Finance Director and Assistant Finance Director position for the remainder of 2011 and into 2012 for approximately three months. Abdo, Eick and Meyers is an independent, financial accounting and auditing firm. They have no relationship with the City for any of our fiscal issues; Bonds, investments, arbitrage, TIF or the annual audit. I recommend the City approve the agreement for interim financial services from Abdo, Eick and Meyers until January 31, 2012, with an opportunity for the City to agree to extend the work should that be necessary.

5201 Eden Ave, Suite 370
Edina, MN 55436
Phone: 952.715.3070
Fax: 952.835.3261

11 Civic Center Plaza, Suite 300
Mankato, MN 56002
Phone: 507.304.6868
Fax: 507.388.9139

October 31, 2011

Mr. Joe Lynch
City Administrator
City of Inver Grove Heights
8150 Barbara Avenue
Inver Grove Heights, Minnesota 55077

Dear Joe:

Thank you for the opportunity to submit this proposal to the City of Inver Grove Heights (the City) for financial management services. Based on our discussion and the services that are currently being provided, we believe our structured contract with defined outcomes offered through AEM Financial Solutions, LLC (AEMFS) would provide the City with the equivalent of a Finance Director without the human resources issues and at a cost less than a full time position.

Even though there has been recent turnover in the finance director position, we believe our solution will improve information and reduce your cost of the current budget for the finance director position. Our proposal is based on the work we have done and are currently doing for your city and others. The proposal outlines the scope of services we believe would address your current situation. The following testimonial gives context for the work we did in a similar situation:

City of New Hope

Kirk McDonald, City Manager

Since mid-December 2008, when the New Hope finance manager position was vacated, the firm of Abdo, Eick & Meyers (AEM) has assisted the city council, city manager, department heads and other staff with the financial functions of the city. AEM helped prepare information to get audits completed and are in the process of preparing financial information for the 2010 audit. Our representatives from AEM have provided history and details on a variety of city funds, helping to educate both the council and staff.

AEM has provided recommendations on investment decisions and completed an updated investment policy for the city. Besides preparing the routine monthly department budget reports, AEM also has prepared quarterly budget and investment reports which are provided to the city council to keep them apprised of the city's financial position.

In 2009, AEM assisted with the implementation of a totally revised budget format to make the document more clear to the council and public, including the addition of performance measures and goals. AEM has worked closely with the finance department staff and city department heads, has studied and streamlined many of the functions in the finance area so operations are more efficient, and has assisted with the implementation of new methods to address areas noted for improvement in the annual audits.

Our experience working with AEM staff, Steve McDonald and Kristi Brutlag, has been very positive. They have consistently maintained a calm, professional, and positive attitude. They understand our staff and work within our existing resources. The communication and responsiveness of Steve and Kristi has been excellent. I realize that they have many other clients to deal with, but are usually very prompt on responding to requests for information. I also know that I can discuss any issues with them directly and honestly.

The only other comments I would offer is that the AEM staff we have worked with have helped to expand the city council's and staff's understanding of the financial workings of the city, they have made some good recommendations on budget issues, they have helped simplify some complex issues and, as an outside consultant, have offered a fresh look at how the city operates financially.

We are performing finance director/accounting services in some capacity ranging from full-time finance director to audit preparation for the following cities:

Albert Lea	Dayton	Spring Park
Albertville	Green Isle	Victoria
Big Lake	Independence	Wayzata
Buffalo Lake	New Hope	Wyoming
Byron		

The term of this contract shall be through February 28, 2012, with a performance review at three months.

An AEMFS representative will be in the City offices as necessary to perform responsibilities as noted in the Scope of Services page. Services will also be performed remotely as necessary.

Investment by the City for services is indicated in the financial page.

AEMFS would like to thank the City for the opportunity. We look forward to exceeding your expectations and developing a mutually beneficial relationship.

Sincerely,

AEM Financial Solutions, LLC
an Abdo, Eick & Meyers LLP Company



Steven R. McDonald, CPA
Chief Executive Officer

AGREEMENT FOR FINANCIAL SERVICES

THIS AGREEMENT, is made and entered into on October 31, 2011, by and between the City of Inver Grove Heights (hereinafter referred to as the "City"), and AEM Financial Solutions LLC (hereinafter referred to as the "Contractor").

Articles of Agreement & Recitals

WHEREAS, the City is authorized and empowered to secure from time to time certain professional services through contracts with qualified consultants; and

WHEREAS, the City desires to retain and compensate a qualified contractor to provide such services on the terms and conditions hereinafter set forth; and

WHEREAS, the Contractor understands and agrees that:

1. The Contractor will act as an Independent Contractor in the performance of all duties under this Agreement. Accordingly, the Contractor shall be responsible for payment of all taxes, including federal, state and local taxes and professional/business license fees arising out of the Contractor's activities;
2. The Contractor shall have no authority to bind the City for the performance of any services or to obligate the City. The Contractor is not an agent, servant, or employee of the City and shall not make any such representations or hold itself out as such;
3. The Contractor shall be the exclusive outsourced accounting service provider for the City during the term of this Agreement;
4. The Contractor shall perform all professional services in a competent and professional manner, acting in the best interests of the City at all times.
5. The Contractor shall not accrue any continuing contract rights for the services performed under this contract.

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein, it is agreed as follows:

ARTICLE I

INCORPORATION OF RECITALS

The recitals and agreement set forth above are hereby incorporated into this Agreement.

ARTICLE II

LIABILITY INSURANCE

Section 1 Liability Insurance: The Contractor shall obtain professional liability insurance, at its expense, with coverage satisfactory to City, in its sole discretion, which liability insurance Contractor must secure and maintain during the term of this Agreement. Contractor will provide City with proof of liability insurance coverage prior to performing services under this Agreement, if requested, in writing, by the City.

ARTICLE III

DURATION OF THE AGREEMENT

Section 1 Duration: This Agreement shall commence upon date of execution by all parties and will remain in effect until February 28, 2012 unless earlier terminated as provided in Sections 2 and 3.

Section 2 City's Termination Rights: City may terminate this Agreement upon ten (10) days written notice in the event the City determines in its sole discretion that it is not in the City's best interests to continue using Contractor's services. The City may terminate on zero (0) days written notice if the Contractor fails to perform its obligations under this Agreement.

Section 3 Contractor's Termination Rights: Contractor may terminate this Agreement upon ten (10) days written notice to City in the event City does not pay Contractor compensation as required under Article 5, Section 9 within thirty (30) days after invoice is received by City. In the event of non-payment within thirty (30) days, Contractor shall give City an opportunity to cure the default by giving a notice of such non-payment and an additional five (5) days the City's receipt of the notice to remit such payment, prior to giving a notice of termination. Contractor can also terminate the agreement with thirty (30) days written notice if the Contractor believes it is in its best interests to terminate the agreement.

ARTICLE IV

RENEWAL OF THE AGREEMENT

Section 1 Renewal Period: If a renewal agreement is not executed by the parties, the Agreement terminates without further action of either party of February 28, 2012.

ARTICLE V

GENERAL

Section 1 Authorized City Agent: The City's authorized agent for the purpose of administration of this Agreement is the City Administrator. Said agent shall have final authority for approval and acceptance of the Contractor's services performed under this Agreement and shall further have responsibility for administration of the terms and conditions of this Agreement. All notices under this Agreement shall be sent to the person and address indicated below on the signature lines.

Section 2 Amendments: No amendments or variations of the terms and conditions of this Agreement shall be valid unless in writing and signed by the parties.

Section 3 Assignability: The Contractor's rights and obligations under this Agreement are not assignable or transferable.

Section 4 Data: Any data or materials, including, but not limited to, reports, studies, photographs, negatives, or any and all other documents prepared by the Contractor or its outside consultants in the performance of the Contractor's obligations under this Agreement shall be the exclusive property of the City, and any such data and materials shall be remitted to the City by the Contractor upon completion, expiration, or termination of this Agreement. Further, any such data and materials shall be treated and maintained by the Contractor and its outside consultants in accordance with applicable federal, state and local laws regarding data privacy.

Section 5 Entire Agreement: This Agreement is the entire agreement between the City and the Contractor and it supersedes all prior written or oral AEMFS agreements. There are no other covenants, promises, undertakings, or understandings outside of this Agreement other than those specifically set forth. Any term, condition, prior course of dealing, course of performance, usage of trade, understanding, or agreement purporting to modify, vary, supplement, or explain any provision of this Agreement is null and void and of no effect unless in writing and signed by representatives of both parties authorized to amend this Agreement.

Section 6 Severability: All terms and covenants contained in this Agreement are severable. In the event any provision of this Agreement shall be held invalid by any court of competent jurisdiction, this Agreement shall be interpreted as if such invalid terms or covenants were not contained herein and such holding shall not invalidate or render unenforceable any other provision hereof.

Section 7 Contractor Fiscal Decision Waiver: Contractor is responsible for providing the City with timely and accurate financial recommendations and information that allows City Council the ability to make well informed financial decisions. Contractor will provide final financial recommendations, but is not responsible for the final decisions made regarding financial matters.

Section 8 City Employment of Contractors Employees: Should the City desire to employ the Contractor's employee that is assigned to the City during the term of this Agreement, it must have the written consent of the Contractor to enter into a City employee contract with the Contractor's employee. The City agrees not to hire Contractor employees. This restriction on employment applies only during the term of this agreement.

FINANCIAL PAGE

Section 9 Payment: The parties agree that the Contractor shall be paid compensation for the services provided hereunder, payable for work performed in accordance with this Agreement, based on the fees indicated in Table 1.

Table 1

<u>Services Period</u>	<u>Monthly Fee</u>
October 31, 2011 through February 28, 2012	\$ 9,000

Initial invoice will be at end of first thirty (30) day period after the execution of this agreement. Monthly installment fees will be invoiced on a monthly basis throughout the remainder of this Agreement.

Additional Services: Should the City request additional services in addition to the Contracted Services, the Contractor will provide the City with proposed fees in writing for the services required. The City shall provide a written or electronic confirmation prior to the Contractor providing the additional services.

Outside Contractors: It shall be the responsibility of Contractor to compensate any other outside consultants retained or hired by Contractor to fulfill their obligations under this Agreement.

Section 10 Scope of Work: The Contractor shall perform the scope of services and contract tasks shown on the attachment, which attachment is incorporated by reference.

AGREEMENT FOR THE PROVISION OF PROFESSIONAL SERVICES
TO THE CITY OF INVER GROVE HEIGHTS

WHEREFORE, this Agreement was entered into on the date set forth below and the undersigned, by execution hereof, represent that they are authorized to enter into this Agreement on behalf of the respective parties and state that this Agreement has been read by them and that the undersigned understand and fully agree to each, all and every provision hereof, and hereby, acknowledge receipt of a copy hereof.

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

Name _____

Title _____ City Administrator _____

Date _____ October 31, 2011 _____

AEM Financial Solutions, LLC
5201 Eden Ave. Suite 370
Edina, Minnesota 55436

Name _____  _____
Steven R. McDonald, CPA

Title _____ Chief Executive Officer _____

Date _____ October 31, 2011 _____

5201 Eden Ave, Suite 370
Edina, MN 55436
Phone: 952.715.3070
Fax: 952.835.3261

11 Civic Center Plaza, Suite 300
Mankato, MN 56002
Phone: 507.304.6868
Fax: 507.388.9139

Scope of services

Contract task *	Planned Time frame
1. Cash and Investment monitoring	
Reconcile cash and investments	Monthly
Review Monthly to ensure timely and accurately	Monthly
Preparation of interest allocation	Quarterly
Verify bank has proper amount of collateral pledged to City's account	Monthly
Review cash flow to ensure proper amounts are available for operations	Monthly
Review investment policy and investment portfolio	Monthly
2. Monthly/quarterly reporting	
Complete monthly dashboard of key indicators as developed by Council	Monthly
Provide narrative to quarterly financial report	Quarterly
Review monthly budget to actual reports for coding errors	Monthly
3. Annual Reporting	
2012 Adopted Budget Report to the Minnesota Department of Revenue	1/31/2012
PT 280 Form to the Minnesota Department of Revenue (if required)	Annually
4. Audit Preparation	
Prepare workpapers and gather support for the audit of the 2011 financial statements	2/29/2012
Assistance with GASB 54 Implementation	12/31/2011
5. 2012 Budget Refinement	
Meeting with City management on budget objectives and strategy to finalize 2012 budget	October/November
Assist in preparation of final budget to Council	November/December
Review rates for enterprise funds	November/December
Assist in preparing other fund budgets	December/January
Review CIP	December/January
Assist in the certification of the final of the 2012 tax levy to the County	12/31/2011
6. Miscellaneous tasks	
Provide oversight in recording/accounting for transactions	Weekly
Attend staff meetings as needed	Weekly
Update Council, City Manager, and staff of new accounting standards	on-going
Provide assistance in reimbursement requests, reporting and closing out grant programs if needed	Monthly
Respond to surveys and information requests as they are received from outside sources such as the League of MN Cities and Government Finance Officers Association	on-going
Escrow reconciliations	Monthly
Certification of Special Assessment Rolls	as needed

* Our expectation is the City Manager will be responsible for monitoring and approval of all contract tasks

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

30-DAY SUSPENSION OF FIREFIGHTER

Meeting Date: October 24, 2011
Item Type: Personnel
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 Marco Dreher for failing to meet minimum call percentages for two quarters in a 24 month 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 a second time in a 24 month period shall have a suspension letter placed in his/her file and 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."

Marco Dreher will be suspended for 30 days from November 1, 2011 through November 30, 2011 for failing to meet minimum call percentage for a second quarter in a 24 month 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 TO CONSIDER 2012 LIQUOR LICENSE RENEWALS

Meeting Date: November 14, 2011
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:

Schedule public hearing on December 12, 2011 at 7:00 p.m. to consider liquor license renewals for the 2012 calendar year.

SUMMARY:

Liquor license renewals for the 2012 calendar year are to be considered at the first regular City Council meeting in December. A notice of public hearing will be published in the official City newspaper and a list of establishments requesting license renewals will be provided to the Council prior to the public hearing.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Meeting Date: November 28, 2012
Item Type: Consent
Contact:
Prepared by: Lt. Larry Stanger
Interim Police Chief
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 request to accept a \$130.00 donation to the Inver Grove Heights Police Department from the graduates of the Inver Grove Heights/South St. Paul Citizen’s Academy.

SUMMARY:

The Inver Grove Heights and South St. Paul Police Departments have worked together over the last 3 years to put on a joint Citizen’s Police Academy for residents in our respective cities. This year, the Citizen’s Police Academy was comprised of 25 residents who attended 9 weekly sessions starting on September 8 and concluding with a graduation ceremony on November 3. After the graduation, members of the 2011 Citizen’s Police Academy presented the attached letter recognizing Sgt. Josh Otis for his time commitment in over-seeing of the program. In addition I was presented with a check in the amount of \$130.00 supporting our initiative in hopes of strengthening future Citizen Police Academy Programs.

8652 Bernard Path
Inver Grove Heights, MN 55076

November 3, 2011

Lt. Larry Stanger
Interim Chief of Police
Inver Grove Heights Police Department
8150 Barbara Avenue
Inver Grove Heights, MN 55076

Dear Lt. Stanger:

This letter is sent to thank and commend the excellent partnering of Sergeants Brian Wicke and Joshua Otis in the delivery and coordination of the nine week 2011 Citizens Police Academy to the 25 citizens of South St. Paul and Inver Grove Heights. It was obvious from the first meeting on September 8th through the "graduation" of November 3rd, that this would be and, turned out to be, an outstanding program; executed with great planning.

From the practical sessions dealing with Use of Force and MAAG Team to the educational sessions of Internet Crimes and Judicial Process, the effort to engage, coordinate and schedule the many officers involved over the nine week period had to be monumental. To those participating officers we applaud their detail and care in making their presentations. However, for their on-going oversight and time commitment, Sergeants Wicke and Otis should receive recognition and commendation.

The enclosed modest check of \$130 (contributed by the Academy participants) being sent to your respective Police Department is our tangible way of supporting your unselfish day-to-day service to our communities while hoping it will strengthen the future Citizens Police Academy programs.

Sincerely yours,



Bob Barry for the
2011 Citizens Police Academy Participants

Enclosure

0055096
Office AU # 1210(8)

11-24

CASHIER'S CHECK

5509602865

Operator I.D.: main5065

PAY TO THE ORDER OF *** INVER GROVE HEIGHTS POLICE DEPARTMENT ***

October 31, 2011

*** One hundred thirty dollars and no cents ***

** \$130.00 **

WELLS FARGO BANK, N.A.
9062 BUCHANON TRL
INVER GROVE HEIGHTS, MN 55076
FOR INQUIRIES CALL (480) 394-3122

VOID IF OVER US \$ 130.00
Michael Terry
CONTROLLER

⑈ 5509602865 ⑈ ⑆ 121000248⑆ 507242 ⑈

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Approval of Individual Massage Therapist License – Tracy Johnson

Meeting Date: November 14, 2011
Item Type: Consent
Contact: Melissa Rheaume
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 Tracy Johnson for an individual massage therapist license.

SUMMARY: An application has been submitted by Tracy Johnson 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 Tracy Johnson for an individual massage therapist license to contract for service at the All About Me, 2910 Upper 55th Street.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

APPROVE 2012 MEETING SCHEDULE OF ADVISORY COMMISSIONS

Meeting Date: November 14, 2011
 Item Type: Consent
 Contact: JTeppen, Asst City Admin
 Prepared by:
 Reviewed by:

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

PURPOSE/ACTION REQUESTED Accept the attached meeting schedules for 2012.

SUMMARY Section 2-1-6 of the City Code specifies that each Commission and task force shall file a schedule of regular meetings with the City Clerk.

Each of the City Council's Advisory Commissions; Planning, Environmental, Parks and Recreation, and Aircraft Noise Abatement, and Convention and Visitors Bureau has submitted their schedules of regular meetings for 2012, and they are attached.

Staff recommends the Council review and accept the attached schedule of meetings for 2012. These meeting dates and times will be kept on file with the City Clerk.

Aircraft Noise Abatement Commission Meeting Schedule for 2012

The Aircraft Noise Abatement Commission meets regularly on the first Wednesday falling at mid-quarter at 6:30 p.m. in the Mayors Conference Room at Inver Grove Heights City Hall, 8150 Barbara Avenue.

Wednesday, February 1, 2012	6:30 p.m.
Wednesday, May 2, 2012	6:30 p.m.
Wednesday, August 1, 2012	6:30 p.m.
Wednesday, November 7, 2012	6:30 p.m.

**Inver Grove Heights Convention & Visitors Bureau
Meeting Schedule for 2012**

The Inver Grove Heights Convention & Visitors Bureau meets on the 4th Thursday of each month at 9:30 a.m. at the River Heights Chamber of Commerce/ IGH CVB Office, located at 5782 Blackshire Path, IGH, MN 55076.

Thursday, January 19, 2012*	9:30 a.m.
Thursday, February 23, 2012	9:30 a.m.
Thursday, March 22, 2012	9:30 a.m.
Thursday, April 26, 2012	9:30 a.m.
Thursday, May 24, 2012	9:30 a.m.
Thursday, June 28, 2012	9:30 a.m.
NO MEETING IN JULY 2012	
Thursday, August 23, 2012	9:30 a.m.
Thursday, September 27, 2012	9:30 a.m.
Thursday, October 25, 2012	9:30 a.m.
Thursday, November 29, 2012*	9:30 a.m.
Thursday, December 20, 2012*	9:30 a.m.

* Date changed from regularly scheduled 4th Thursday of the month due to schedule conflicts or Holidays.

Note: The IGH CVB reserves the right to cancel/reschedule/add "Special Meetings" throughout the year if needed for a quorum or special projects.

ECONOMIC DEVELOPMENT AUTHORITY MEETING SCHEDULE FOR 2012

The Economic Development Authority meets regularly on the first Monday of the months of February, May, August, and November at 6:00 p.m. in the City Council Chambers at Inver Grove Heights City Hall, 8150 Barbara Avenue.

Monday, February 6, 2012	6:00 p.m.
Monday, May 7, 2012	6:00 p.m.
Monday, August 6, 2012	6:00 p.m.
Monday, November 5, 2012	6:00 p.m.

ENVIRONMENTAL COMMISSION MEETING SCHEDULE FOR 2012

The Environmental Commission meets regularly on the fourth Thursday of the month at 7:00 p.m. in the City Council Chambers at Inver Grove Heights City Hall, 8150 Barbara Avenue.

Thursday, January 26, 2012	7:00 p.m.
Thursday, February 23, 2012	7:00 p.m.
Thursday, March 22, 2012	7:00 p.m.
Thursday, April 26, 2012	7:00 p.m.
Thursday, May 24, 2012	7:00 p.m.
Thursday, June 28, 2012	7:00 p.m.
Thursday, July 26, 2012	7:00 p.m.
Thursday, August 23, 2012	7:00 p.m.
Thursday, September 27, 2012	7:00 p.m.
Thursday, October 25, 2012	7:00 p.m.
Thursday, November 15, 2012*	7:00 p.m.
Thursday, December 27, 2012	7:00 p.m.

* Normal meeting date changed due to holiday or conflicting event

**The Planning Division reserves the right to cancel a meeting due to lack of agenda items.

PARKS AND RECREATION ADVISORY COMMISSION MEETING SCHEDULE FOR 2012

The Parks and Recreation Advisory Commission meets regularly on the second Wednesday of the month at 7:00 p.m. in the City Council Chambers at Inver Grove Heights City Hall, 8150 Barbara Avenue.

Wednesday, January 11, 2012	7:00 PM
Wednesday, February 8, 2012.	7:00 PM
Wednesday, March 14, 2012.	7:00 PM
Wednesday, April 11, 2012.	7:00 PM
Wednesday, May 9, 2012.	7:00 PM
Wednesday, June 13, 2012.	7:00 PM
Wednesday, July 11, 2012.	7:00 PM
Wednesday, August 8, 2012.	7:00 PM
Wednesday, September 12, 2012.	7:00 PM
Wednesday, October 10, 2012.	7:00 PM
Wednesday, November 14, 2012.	7:00 PM
Wednesday, December 12, 2012.	7:00 PM

PLANNING COMMISSION MEETING SCHEDULE FOR 2012

The Planning Commission meets regularly on the first and third Tuesdays of the month at 7:00 p.m. in the City Council Chambers at Inver Grove Heights City Hall, 8150 Barbara Avenue.

Tuesday, January 3, 2012	7:00 p.m.
Tuesday, January 17, 2012	7:00 p.m.
Tuesday, February 7, 2012	7:00 p.m.
Tuesday, February 21, 2012	7:00 p.m.
Tuesday, March 6, 2012	7:00 p.m.
Tuesday, March 20, 2012	7:00 p.m.
Tuesday, April 3, 2012	7:00 p.m.
Tuesday, April 17, 2012	7:00 p.m.
Tuesday, May 1, 2012	7:00 p.m.
Tuesday, May 15, 2012	7:00 p.m.
Tuesday, June 5, 2012	7:00 p.m.
Tuesday, June 19, 2012	7:00 p.m.
Tuesday, July 3, 2012	7:00 p.m.
Tuesday, July 17, 2012	7:00 p.m.
Wednesday, August 7, 2012	7:00 p.m.
Tuesday, August 21, 2012	7:00 p.m.
Tuesday, September 4, 2012	7:00 p.m.
Tuesday, September 18, 2012	7:00 p.m.
Tuesday, October 2, 2012	7:00 p.m.
Tuesday, October 16, 2012	7:00 p.m.
Wednesday, November 7, 2012*	7:00 p.m.
Tuesday, November 20, 2012	7:00 p.m.
Tuesday, December 4, 2012	7:00 p.m.
Tuesday, December 18, 2012	7:00 p.m.

* Normal meeting date changed due to holiday or conflicting event

**The Planning Division reserves the right to cancel a meeting due to lack of agenda items.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

2012 CITY COUNCIL MEETING SCHEDULE

Meeting Date: November 14, 2011
 Item Type: Consent
 Contact: Jenelle Teppen, Asst. City Admin.
 Prepared by:
 Reviewed by:

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

PURPOSE/ACTION REQUESTED Accept the 2012 City Council Meeting Schedule

SUMMARY The Council meets annually with each of its Commissions as well each of the various operating departments. The following schedule represents staff's recommendations for scheduling meeting dates in 2012.

Again this year meetings with Commissions are scheduled to be held at 5:30 p.m. prior to the Regular Council Meeting, as follows:

1. February 13 Environmental Commission
2. March 12 Parks and Recreation Advisory Commission
3. May 14 Planning Commission
4. August 13 Aircraft Noise Abatement Commission

Again this year department managers are scheduled to report on the activities of their department during the 5:30 p.m. Council Study Meeting prior to the Regular Council meeting as follows:

1. March 12 Park and Recreation Department
2. May 14 Community Development Department
3. June 11 Police and Fire Departments
4. July 9 Public Works Department
5. August 13 Administrative Services Department
6. Sept. 10 Finance Department

The schedule will also need to include a meeting at with the District 199 School Board - our annual Joint Powers meeting. At this time we don't have a date set. When a date is arrived at, the City Council will be asked to confirm it.

We've also included for 2012 a date in April for Council/Commissions and Staff to meet. Staff is currently working on the agenda, but it tentatively includes an appreciation segment. At this time the schedule does not include any other meetings; i.e. budget, joint meetings with other cities, etc.

This calendar is modified from time to time. Council is provided with an updated meeting schedule as warranted throughout the year.

RECOMMENDATION: Staff recommends the Council review and approve the proposed 2012 meeting schedule.

**2012 CITY COUNCIL MEETING SCHEDULE
INVER GROVE HEIGHTS**

REGULAR MEETINGS 7:00 P.M.	SPECIAL MEETINGS 5:30 P.M.	HOLIDAYS CITY HALL CLOSED
JANUARY 9 JANUARY 23	JANUARY 9 JANUARY 23	JANUARY 2 – New Year’s Day JANUARY 16 - Martin Luther King, Jr.
FEBRUARY 13 FEBRUARY 27	FEBRUARY 13 - Environmental Commission FEBRUARY 27 FEBRUARY tbd- School District	FEBRUARY 20 - President’s Day
MARCH 12 MARCH 26	MARCH 12 - Park/Recreation Commission Park/Recreation Dept. MARCH 26	
APRIL 9 APRIL 23	APRIL 9 APRIL 23 APRIL 19 – Commission Appreciation 6:00 p.m.	APRIL 6 – Good Friday – ½ Day
MAY 14 MAY 29* Tuesday	MAY 14 - Planning Commission/ Community Development Dept. MAY 29 MAY 21 – Commission Interviews – 7 p.m.	MAY 28 - Memorial Day
JUNE 11 JUNE 25	JUNE 11 – Police/Fire Departments JUNE 25	
JULY 9 JULY 23	JULY 9 - Public Works Department JULY 23	JULY 4 – Fourth of July
AUGUST 13 AUGUST 27	AUGUST 13 – Aircraft Noise Abatement Commission/Admin. Services Dept.	
SEPTEMBER 10 SEPTEMBER 24	SEPTEMBER 10 - Finance Dept. SEPTEMBER 24	SEPTEMBER 3 - Labor Day
OCTOBER 8 OCTOBER 22	OCTOBER 8 OCTOBER 22	
NOVEMBER 13* Tuesday NOVEMBER 26	NOVEMBER 12 NOVEMBER 26	NOVEMBER 12 - Veterans Day NOVEMBER 22 & 23 - Thanksgiving
DECEMBER 10 DECEMBER 26 (If nec.)	DECEMBER 10	DECEMBER 24 - Christmas Eve/1/2 Day DECEMBER 25 - Christmas Day Holiday

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

CONSIDER 2012 PROPOSED CONVENTION AND VISITORS BUREAU BUDGET

Meeting Date: November 14, 2011
 Item Type: Consent
 Contact: Jenelle Teppen, Asst. City Admin.
 Prepared by:
 Reviewed by:

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

PURPOSE/ACTION REQUESTED Approve the budget for the Convention and Visitors Bureau for 2012.

SUMMARY According to the resolution that established the Convention and Visitors Bureau (CVB), the CVB must prepare and present to the City Council a budget for the following calendar year. The City Council must approve the budget by December 31st for the upcoming year. I have attached a copy of the proposed budget for 2012. The 2012 budget is in the amount of \$82,000. No City tax dollars are involved in this budget.

This proposed budget is increased from 2011 by \$2,000. Lodging tax revenue is projected to increase very slightly from 2011. Expenses mirror revenues.

The Inver Grove Heights Convention & Visitors Bureau (IGH CVB) has completed its tenth full year of operation. As the general economy recovers, the tourism industry lags behind. In Inver Grove Heights, lodging tax revenues for the year are slightly higher compared to last year.

A comprehensive marketing strategy was undertaken in 2007 using the services of Ensemble Creative and Marketing. Cable television and online advertising and marketing will be continuing for next year under their suggestion and direction.

Since 2006, Nicole Bengtson continues as Executive Director this year, providing support to the CVB on a salary basis. Nicole works on behalf of the IGH CVB with various tourism associations and CVB partnerships throughout the year.

Following the withdrawal from the Minneapolis South group in 2011, the IGH CVB concentrated on marketing initiatives on their own – with guidance from Ensemble Creative and Marketing.

According to the resolution establishing the CVB, the CVB is required to provide to the City Council by December 1st of each year, a written annual report detailing the previous year’s activities. That report will be forthcoming.

RECOMMENDATION

Staff and the Board of Directors recommend approval of the budget for the Inver Grove Heights Convention and Visitors Bureau for 2011 in the amount of \$82,000.

**Inver Grove Heights Convention and Visitors Bureau
Proposed 2012 Budget**

	Actual 2009	Actual 2010	2011 Adopted Budget	YTD 2011- August	2012 Proposed Budget
Revenues				Lodging Tax - Aug. 2011	
Lodging Tax Revenue	65,336	67,329	70,000	52,541	78,000
Penalty	270				
Other Revenue					
Investment Earnings	1,068	511	0	117	0
EMT Grant	4,892	4,318	10,000	3,741	4,000
Advertisement Revenue				300	0
TOTAL REVENUE	71,566	72,158	80,000	56,699	82,000
Expenses					
<u>Administration - Professional Services</u>					
Salary & Related Expenses	19,110	19,110	19,110	11,148	20,000
Rental/Office Lease/Equipment	2,434	2,400	2,800	1,400	2,400
Postage	48	471	800	1,458	1,800
Telephone	400	532	400	200	400
Office Supplies/Photocopying/Other	138	219	300	368	500
Travel (Mileage & Parking)	798	840	800	373	800
Professional Conferences/Meetings	111	400	500	330	500
Meals and Lodging	483	321	500	322	500
Total Administrative Expenses	23,522	24,293	25,210	15,599	26,900
<u>Professional Memberships</u>					
MACVB	355	355	355	0	355
TCTAA	500	500	500	500	500
TMA	300	300	300	300	300
Metro Committee Annual Contribution		125	125	0	0
Total Professional Membership Expenses	1,155	1,280	1,280	800	1,155

**Inver Grove Heights Convention and Visitors Bureau
Proposed 2012 Budget**

	Actual 2009	Actual 2010	2011 Adopted Budget	YTD 2011- August	2012 Proposed Budget
Marketing					
Web Hosting/Development	1,475	1,775	1,025	1,025	2,275
Search Engine Optimization					2,000
Explore Minnesota Tourism Website CVB Package	275	275	275	0	275
Explore Minnesota Tourism Ads/Listings	0	0	0	0	0
Explore MN Store (IGH Brochure)	0	0	425	0	0
Minneapolis South CVB Partnership	12,500	12,500	0	0	0
Vacation Mpls South Guide Ad (Arts & Custom Publishing)	0	2,754	0	0	0
Metro Tourism Marketing/Advertising Campaign			3,500	3,500	3,500
Ensemble Creative & Marketing (Design and Marketing Services)	18,000	18,000	18,000	12,000	20,000
Advertising & Marketing Projects- i.e. Great Stay Packages	8,970	2,560	3,282	5,898	5,000
Media/Cable TV Commercials		17,135	20,000	12,855	0
Online Advertising/PPC Ads/Event Marketing/Coop Advertising					14,895
Direct Mailer		0	1,400	0	5,000
Printing & Binding (Ensemble Creative)	320	0	0	0	0
Visitors Guide			4,603	6,354	0
South Metro Living Guide Advertisement	0	0	0	0	1,000
Mall of America Eblasts Sponsorship Ad	1,000		1,000	0	
Bowling Tournament Sponsorship IGH	600	0	0		
Inver Grove Heights Hockey Association - Sponsorship IGH	0	2,000			
Photography	0	0	0	0	0
EMT Website Graphic Ad		0	0		
Total Marketing Expenses	43,140	56,999	53,510	41,632	53,945
TOTAL EXPENSES	67,818	82,572	80,000	58,030	82,000

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

PERSONNEL ACTIONS

Meeting Date: November 14, 2011
Item Type: Consent
Contact: Jenelle Teppen, Asst. City Admin
Prepared by: Amy Brinkman, H.R. Coordinator
Reviewed by: n/a

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

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

Please confirm the seasonal/temporary employment of: Marie Mathay.

Please confirm the seasonal/temporary termination of employment of: Pat Daddario, Lacey Ramirez-Mejia, Dave Smith, Tom Dickmeyer, Nick Benish, Jerry Forsland, and Michael Barnett.

Please confirm the employment of: Samantha Sautter as Police Officer.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Assessment Hearing for the 2011 Pavement Management Program, City Project No. 2010-09I – Blaine Avenue (North Area) Full Depth Mill and Repave

Meeting Date: November 14, 2011
 Item Type: Assessment Hearing
 Contact: Thomas J. Kaldunski, 651.450.2572
 Prepared by: Steve W. Dodge, Asst. City Engineer
 Reviewed by: Scott D. Thureen, Public Works Director

SJA

	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, Utility Funds, Pavement Management Fund

PURPOSE/ACTION REQUESTED

Assessment hearing for the 2011 Pavement Management Program, City Project No. 2010-09I – Blaine Avenue (North Area) Full Depth Mill and Repave for the following area: Blaine Avenue from 50th Street East to Upper 55th Street East.

SUMMARY

The project was initiated under the City’s Pavement Management Program (PMP) as approved by the City Council. On May 9, 2011, Council held the improvement hearing and ordered the project. The total project cost is \$524,726.15.

The project improvements include full street width, full depth pavement removal; miscellaneous curb replacement; storm sewer casting adjustments; miscellaneous street subgrade repair; new pedestrian ramps, 2-inch bituminous base; 2-inch bituminous binder, and 2-inch bituminous wear course, pavement markings; sidewalk or trail repair; sidewalk replacement; and a center median meeting MUTCD standards at the crosswalk for Gertens.

A written notice of the Assessment Hearing was mailed to the affected landowners in accordance with the 429 assessment process. Staff have contacted the two owners, Gertens and Michael Medical IGH, of the multiple parcels. There were no exceptions taken to the proposed assessments. Gertens is being assessed, per the waiver of assessment appeal agreement for a portion of the street improvements and 100 percent of the sidewalk replacement and center median improvements. The final assessments are less than the amounts shown in the feasibility report and agreements, due to favorable bids and lower total project costs. The total amount to be assessed is \$261,560.88. The proposed term and interest rate are ten (10) years and 4.8 percent, respectively.

I recommend approval of the resolution adopting the final assessment role for the 2011 Pavement Management Program, City Project No. 2010-09I – Blaine Avenue (North Area) Full Depth Mill and Repave.

TJK/kf
 Attachments: Resolution
 Final Assessment Roll
 Final Assessment Map

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

**RESOLUTION ADOPTING THE ASSESSMENT FOR THE 2011 PAVEMENT MANAGEMENT
PROGRAM, CITY PROJECT NO. 2010-09I – BLAINE AVENUE (NORTH AREA) FULL DEPTH MILL
AND REPAVE**

RESOLUTION NO. _____

WHEREAS, pursuant to proper notice duly given as required by law, the Council has met, heard and passed upon all objections to the proposed assessment for the improvements – 2011 Pavement Management Program, City Project No. 2010-09I – Blaine Avenue (North Area) Full Depth Mill and Repave includes the following areas:

Blaine Avenue from 50th Street East to Upper 55th Street East

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

1. Such proposed assessment, a copy of which is attached hereto and made a part hereof, is hereby accepted and shall constitute the special assessment against the lands herein, and each tract of land therein included is hereby found to be benefited by the proposed assessment levied against it.
2. Such assessment shall be payable in equal installments extending over a period of ten (10) years, the first of the installments to be payable on or before the first Monday in January 2012, and shall bear interest at the rate of 4.8 percent per annum from the date of adoption of this assessment resolution. To the first installment shall be added interest for one year on all unpaid installments.
3. The owner of any property, so assessed, may at any time prior to certification of the assessment to the County Auditor, pay the whole of the assessment on such property with interest accrued to the date of payment, to the City Treasurer, except that no interest shall be charged if the entire assessment is paid within thirty days from the adoption of this resolution; and the owner may, at any time thereafter, pay to the County Treasurer the entire amount of the assessment remaining unpaid, with interest accrued to December 31 of the year in which such payment is made. Such payment must be made before November 15, or interest will be charged through December 31 of the next succeeding year.
4. The Clerk, shall, forthwith, transmit a certified duplicate of this assessment to the County Auditor to be extended on the property tax lists of the County, and such assessments shall be collected and paid over the same manner as other municipal taxes.

Adopted by the City Council of Inver Grove Heights this 14th day of November 2011

AYES:
NAYS:

ATTEST:

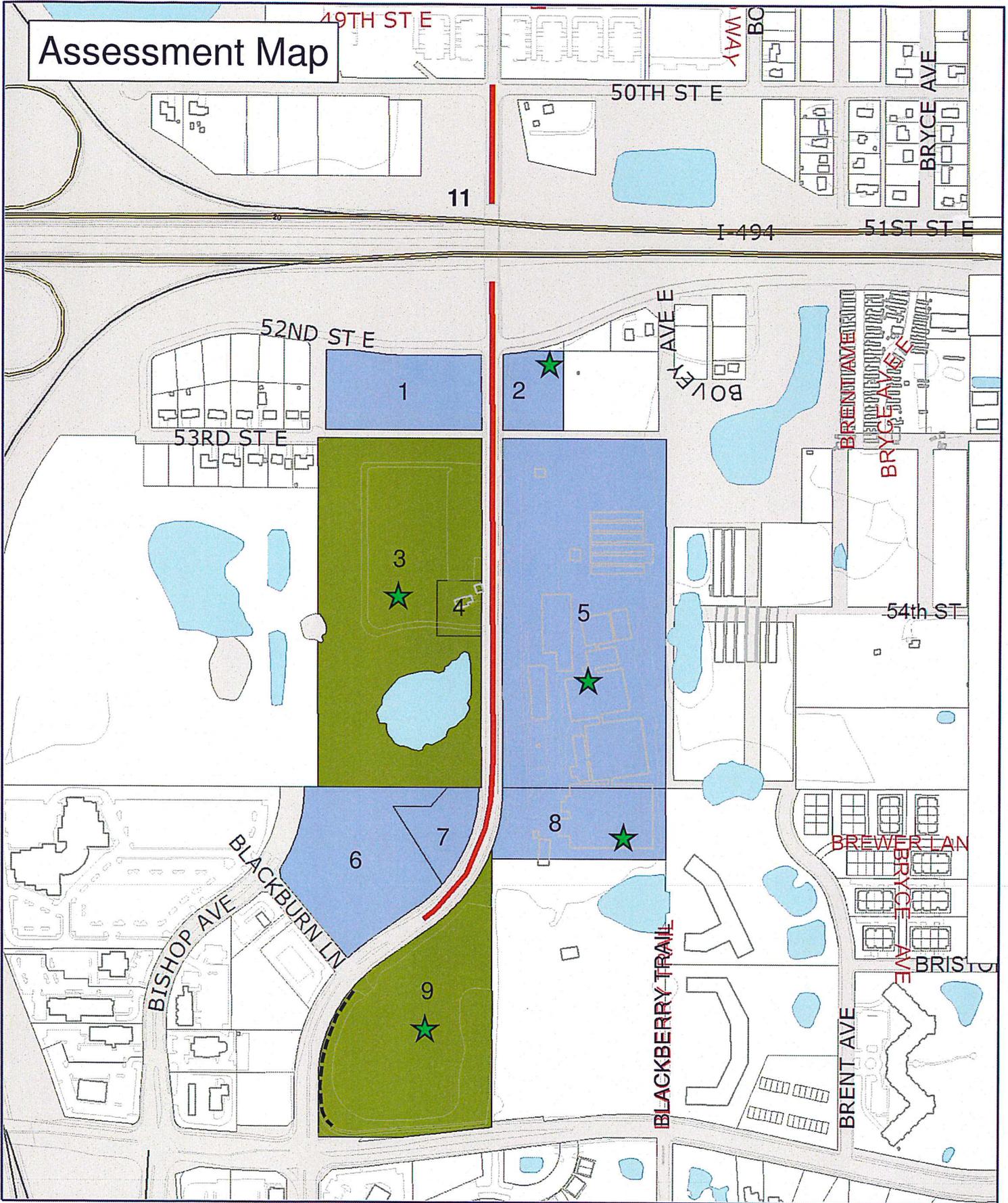
George Tourville, Mayor

Melissa Rheame, Deputy Clerk

**CITY PROJECT NO. 2010-09I
BLAINE AVENUE (NORTH AREA) FULL DEPTH MILL AND REPAVE
FINAL ASSESSMENT ROLL**

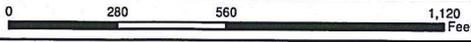
Map No.	Tax ID No.	Owner	Proposed Assessment
1	20-83400-07-100	GLG PROPERTIES	\$14,396.12
2	20-83400-08-070	GLG PROPERTIES	\$5,898.78
3	20-03310-04-011	GLG PROPERTIES	\$67,945.05
4	20-03310-04-012	GLG PROPERTIES	\$22,831.40
5	20-03310-03-021	ROBERT & VIRGINIA GERTEN	\$20,069.27
6	20-36575-01-010	MICHAEL MEDICAL IGH LLC	\$3,507.61
7	20-36575-01-020	MICHAEL MEDICAL IGH LLC	\$57,086.50
8	20-03310-79-022	ROBERT & VIRGINIA GERTEN	\$55,619.15
9	20-03310-80-020	GLG PROPERTIES	\$14,207.00
			\$261,560.88

Assessment Map



- PLANNED UNIT DEVELOPMENT
- AGRICULTURAL
- SIDEWALK
- 2931' FULL DEPTH MILL & REPAVE
- GREEN ACRES TAX PARCEL

NORTH AREA CITY PROJECT NO. 2010-091 BLAINE AVE. FULL DEPTH MILL & REPAVE



Inver Grove Heights
Z:\PublicWorks\Engineering\PROJECTS_PUBLIC\2010_PROJECTS\2010-091_BlaireAvenueNorthAreaMillandRepa

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

CONSIDER SECOND READING OF AN ORDINANCE AMENDING CITY CODE TITLE 3, CHAPTER 4, SECTIONS 3-4-2-2 and 3-4-2-3 and 10-3-8 ADJUSTING DEVELOPMENT FEES FOR 2012

Meeting Date: October 24, 2011
Item Type: Regular
Contact: Jenelle Teppen, Asst. City Admin.
Prepared by:
Reviewed by:

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

PURPOSE/ACTION REQUESTED The Council is asked to consider the second reading of an ordinance to amend the City Code to adjust the fees and charges associated with development activities. This includes water and sanitary sewer connection fees, and fees associated with planning activities (such as rezoning, variance, conditional use permits, etc.).

SUMMARY Minnesota State Statues 462.353 sets forth the requirements with respect to a municipality's authority to prescribe fees associated with planning activities.

While Statute 462 does not speak to building permit fees or water or sanitary sewer connection fees, the City Attorney's advice is to set forth the fees in the Code given the scope of development that is anticipated to take place over the next several years in the northwest area.

The required public hearing has been set for November 14.

Staff proposes changes to the fees that address water and sanitary sewer connection fees, etc. The water and sewer connection fees are proposed to increase between 3.5% and 4.5%. These proposed fees are based on financial projections supplied by Ehlers and Associates.

Staff proposes to change the fees for both the Major Site Plan Approval and the Final Plat for Single Family to \$2,000. The documents required for the development contracts and storm water improvements are becoming more complex to complete. Additional information requested regarding actual costs and comparison to surrounding communities is attached.

The proposed changes are reflected on the attached.

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

ORDINANCE NO. _____

AN ORDINANCE AMENDING TITLE 3, CHAPTER 4, SECTION 3-4-2-2 AND SECTION 3-4-2-3 AND TITLE 10, CHAPTER 3, SECTION 10-3-8 B OF THE INVER GROVE HEIGHTS CITY CODE RELATING TO FEES

The City Council of Inver Grove Heights does hereby ordain as follows:

Section 1. Amendment No. 1. Inver Grove Heights City Code Title 3, Chapter 4, Section 3-4-2-2 is hereby amended in its entirety to read as follows:

3-4-2-2: WATER, SANITARY SEWER AND STORM WATER SYSTEMS CONNECTION FEES:

A. Purpose and Intent. Minn. Stat. § 444.075, subd 3. and IGH City Code Title 8 allows the City to impose just and equitable charges for connection to the City water utility system to pay for the construction, reconstruction, repair, enlargement, improvement, or other obtainment, the maintenance, operation and use of the facilities, and of obtaining and complying with permits required by law.

Minn. Stat. § 444.075, subd. 3. and IGH City Code Title 8 allows the City to impose just and equitable charges for connection to the City sanitary sewer utility system to pay for the construction, reconstruction, repair, enlargement, improvement, or other obtainment, the maintenance, operation and use of the facilities, and of obtaining and complying with permits required by law.

Minn. Stat. § 444.075, subd. 3. and IGH City Code Title 8 allows the City to impose just and equitable charges for connection to the City storm sewer utility system to pay for the construction, reconstruction, repair, enlargement, improvement, or other obtainment, the maintenance, operation and use of the facilities, and of obtaining and complying with permits required by law.

The purpose and intent of this Title 3, Chapter 4, Section 3-4-2-2 is to impose connection fees for the water utility system and the sanitary sewer utility system and the storm water sewer utility system, also known as the storm water system.

B. Definitions. For purposes of this Title 3, Chapter 4, Section 3-4-2-2, the following terms shall have the following meanings:

Northwest Area means that certain geographic area within the City of Inver Grove Heights defined, established and referred to as the Northwest Area Overlay District pursuant to the City's zoning regulations.

Net Developable Area means the number of acres within a property remaining after excluding those portions that are either: a) encumbered by right of way for arterial roads as defined in the Inver Grove Heights Comprehensive Plan; or b) lying below the ordinary high water level of public waters as identified in the Shoreland Overlay District; or c) lying within the boundaries of wetlands delineated according to the Minnesota Wetland Conservation Act; or d) bluffs in Shoreland Overlay Districts abutting public waters; or e) land to be dedicated to the City of Inver Grove Heights for public park/recreation area purposes. Net Developable Area does not include outlots within a plat that are intended to be replatted at a later date into developable lots.

Gross Acres means the total acres within a plat, subdivision or parcel. Gross Acres do not include outlots within a plat that are intended to be replatted at a later date into developable lots.

SAC Unit means a unit as determined by the Metropolitan Council Environmental Services according to the Metropolitan Council Service Availability Charge Manual.

C. Connection Fees For Water Utility System For Land Outside of Northwest Area. The following connection fees for the water utility system are hereby imposed and required to be paid with respect to land outside of the Northwest Area that is within the Metropolitan Urban Service Area (MUSA).

Fees Payable At Time of Plat

The following fee must be paid when the property is subdivided or the property is platted or a building permit is obtained or when connection is made to the municipal water system, whichever occurs first. The fee is not payable if the property has been previously specially assessed on an area basis for a trunk water line.

Water Plat Connection Fee	\$1,020 \$1,055 multiplied by a density factor of 3.5 multiplied by Gross Acres
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Fees Payable At Time of Building Permit

The following fees must be paid by the landowner when a building permit is obtained or when connection is made to the municipal water system, whichever occurs first.

Water Building Permit Connection Unit Fee	\$690 \$710 per SAC Unit
Water Treatment Plant Fee	\$600 \$620 per SAC Unit
Water Core Connection Fee (based on water service size)	
1 inch	\$1,420 \$1,470
1 ½ inch	\$3,190 \$3,300
2 inch	\$5,660 \$5,860
3 inch	\$12,725 \$13,170
4 inch	\$22,635 \$23,425
6 inch (or larger)	\$53,070 \$54,925

D. Connection Fees For Sanitary Sewer Utility System For Land Outside of Northwest Area. The following connection fees for the sanitary sewer utility system are hereby imposed and required to be paid with respect to land outside of the Northwest Area that is within the Metropolitan Urban Service Area (MUSA).

Fees Payable At Time of Plat

The following fee must be paid when the property is subdivided or the property is platted or a building permit is obtained or connection is made to the municipal sanitary sewer system, whichever occurs first. The fee is not payable if the property has been previously specially assessed on an area basis for a trunk sanitary sewer line.

Sanitary Sewer Plat Connection Fee	\$1,020 \$1,055 multiplied by a density factor of 3.5 multiplied by Gross Acres
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Fees Payable At Time of Building Permit

The following fees must be paid by the landowner when a building permit is obtained or when connection is made to the municipal sanitary sewer system, whichever occurs first. The B-Line special connection charge only applies to that area of the City served by the B-Line sanitary system; for properties in the B-Line area, the B-Line special connection charge is payable in addition to the other fees set forth below.

M.C.E.S. SAC Unit Fee	\$2,230 \$2,365 per SAC Unit
Sanitary Sewer Building Permit Connection Unit Fee	\$360 \$375 per SAC Unit
B-Line Special Connection Charge	\$960 \$995 per SAC Unit (applicable only to B-Line Area)
Sewer Core Connection Fee (based on building sewer service size)	
4 inch	\$460 \$475
6 inch	\$775 \$800
8 inch	\$1,370 \$1,415
10 inch	\$2,140 \$2,215
12 inch	\$3,085 \$3,190

E. Connection Fees For Water Utility System For Northwest Area. The following connection fees for the water utility system are hereby imposed and required to be paid with respect to land within the Northwest Area.

**Fees Payable At Time of Plat
(Northwest Area)**

The following fees must be paid when the property is subdivided or the property is platted or a building permit is obtained or when connection is made to the municipal water system, whichever occurs first. The fee is not payable if the property is being platted as an agricultural planned unit development with no connection to the municipal water system.

Water Plat Connection Fee (Northwest Area)	
In the R-1 and R-2 Zoning Districts	\$875 \$910 multiplied by a density factor of 2.0 multiplied by the Net Developable Area
In the R-3A Zoning District	\$875 \$910 multiplied by a density factor of 4.0 multiplied by the Net Developable Area
In the R-3B Zoning District	\$875 \$910 multiplied by a density factor of 6.5 multiplied by the Net Developable Area
In the R-3C Zoning District	\$875 \$910 multiplied by a density factor of 12.0 multiplied by the Net Developable Area
In the B-1 and Office Park Zoning Districts	The fee shall be calculated as follows. First, multiply the Net Developable Area by 0.25 (the minimum Floor Area Ratio – FAR required by the Northwest Area Overlay District). The result is the minimum building area required by the Northwest Area Overlay District. Divide the minimum building area by the density factor of 2,400 square feet to arrive at density units. Then multiply the density units by \$875 \$910.
In the B-2, B-3 and B-4 Zoning Districts	The fee shall be calculated as follows. First, multiply the Net

	Developable Area by 0.25 (the minimum Floor Area Ratio – FAR required by the Northwest Area Overlay District). The result is the minimum building area required by the Northwest Area Overlay District. Divide the minimum building area by the density factor of 3,000 square feet to arrive at density units. Then multiply the density units by \$875 \$910.
In the I-1 and I-2 and Industrial – Office Park Zoning Districts	The fee shall be calculated as follows. First, multiply the Net Developable Area by 0.25 (the minimum Floor Area Ratio – FAR required by the Northwest Area Overlay District). The result is the minimum building area required by the Northwest Area Overlay District. Divide the minimum building area by the density factor of 7,000 square feet to arrive at density units. Then multiply the density units by \$875 \$910.
In the P-Institutional Zoning Districts	The fee shall be calculated as follows. First, multiply the Net Developable Area by 0.25 (the minimum Floor Area Ratio – FAR required by the Northwest Area Overlay District). The result is the minimum building area required by the Northwest Area Overlay District. Divide the minimum building area by the density factor of 2,400 square feet to arrive at density units. Then multiply the density units by \$875 \$910.
In the Mixed Use – Residential and in the Mixed Use - Commercial Zoning Districts	The fee shall be calculated with respect to each pro-ratable area component of the mixed use development using the appropriate fee calculations set forth above in relation to the respective land use of the component. The respective fees for each component shall then be added to compute the total fee.

Fees Payable At Time of Building Permit (Northwest Area)

The following fees must be paid by the landowner when a building permit is obtained or when connection is made to the municipal water system, whichever occurs first.

Water Building Permit Connection Unit	\$2,420 \$2,530 per SAC Unit
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Fee (Northwest Area)	
Water Treatment Plant Fee (Northwest Area)	\$600 \$620 per SAC Unit
Water Core Connection Fee (based on water service size) (Northwest Area)	
1 inch	\$1,440 \$1,505
1 ½ inch	\$3,235 \$3,380
2 inch	\$5,740 \$6,000
3 inch	\$12,910 \$13,490
4 inch	\$22,965 \$24,000
6 inch (or larger)	\$53,840 \$56,265

F. Connection Fees For Sanitary Sewer Utility System For Northwest Area.

The following connection fees for the sanitary sewer utility system are hereby imposed and required to be paid with respect to land within the Northwest Area:

Fees Payable At Time of Plat (Northwest Area)

The following fee must be paid when the property is subdivided or the property is platted or a building permit is obtained or when connection is made to the municipal sanitary sewer system, whichever occurs first. The fee is not payable if the property is being platted as an agricultural planned unit development with no connection to the municipal water system.

Sanitary Sewer Plat Connection Fee (Northwest Area)	
In the R-1 and R-2 Zoning Districts	\$1,395 \$1,460 multiplied by a density factor of 2.0 multiplied by the Net Developable Area
In the R-3A Zoning District	\$1,395 \$1,460 multiplied by a density factor of 4.0 multiplied by the Net Developable Area
In the R-3B Zoning District	\$1,395 \$1,460 multiplied by a density factor of 6.5 multiplied by the Net Developable Area
In the R-3C Zoning District	\$1,395 \$1,460 multiplied by a density factor of 12.0 multiplied by the Net Developable Area
In the B-1 and Office Park Zoning Districts	The fee shall be calculated as follows. First, multiply the Net Developable Area by 0.25 (the minimum Floor Area Ratio – FAR required by the Northwest Area Overlay District). The result is the minimum building area required by the Northwest Area Overlay District. Divide the minimum building area by the density factor of 2,400 square feet to arrive at density units. Then multiply the density units by \$1,395 \$1,460.
In the B-2, B-3 and B-4 Zoning Districts	The fee shall be calculated as follows. First, multiply the Net Developable Area by 0.25 (the minimum Floor Area Ratio – FAR required by the Northwest Area

	Overlay District). The result is the minimum building area required by the Northwest Area Overlay District. Divide the minimum building area by the density factor of 3,000 square feet to arrive at density units. Then multiply the density units by \$1,395 \$1,460.
In the I-1 and I-2 and Industrial – Office Park Zoning Districts	The fee shall be calculated as follows. First, multiply the Net Developable Area by 0.25 (the minimum Floor Area Ratio – FAR required by the Northwest Area Overlay District). The result is the minimum building area required by the Northwest Area Overlay District. Divide the minimum building area by the density factor of 7,000 square feet to arrive at density units. Then multiply the density units by \$1,395 \$1,460.
In the P-Institutional Zoning Districts	The fee shall be calculated as follows. First, multiply the Net Developable Area by 0.25 (the minimum Floor Area Ratio – FAR required by the Northwest Area Overlay District). The result is the minimum building area required by the Northwest Area Overlay District. Divide the minimum building area by the density factor of 2,400 square feet to arrive at density units. Then multiply the density units by \$1,395 \$1,460.
In the Mixed Use – Residential and in the Mixed Use - Commercial Zoning Districts	The fee shall be calculated with respect to each pro-ratable area component of the mixed use development using the appropriate fee calculations set forth above in relation to the respective land use of the component. The respective fees for each component shall then be added to compute the total fee.

Fees Paid At Time of Building Permit (Northwest Area)

The following fees must be paid by the landowner when a building permit is obtained or when connection is made to the municipal sanitary sewer system, whichever occurs first.

M.C.E.S. SAC Unit Fee (Northwest Area)	\$2,230 \$2,365 per SAC Unit
Sanitary Sewer Building Permit Connection Unit Fee (Northwest Area)	\$3,860 \$4,030 per SAC Unit
Sewer Core Connection Fee (based on building sewer service size)	

4 inch	\$470 \$490
6 inch	\$790 \$825
8 inch	\$1,395 \$1,460
10 inch	\$2,185 \$2,285
12 inch	\$3,140 \$3,280

G. Connection Fees For Storm Water Sewer Utility System For Northwest Area. The following connection fees for the storm water sewer utility system also known as the storm water system are hereby imposed and required to be paid with respect to land within the Northwest Area:

Fees Payable At Time of Plat (Northwest Area)

The following fees must be paid by the landowner when the property is subdivided or the property is platted or a building permit is obtained, whichever occurs first.

The fees are not payable for outlots if the property is being platted as an agricultural planned unit development.

Storm Water Plat Connection Fee (Northwest Area)	
In the R-1 and R-2 and R-3A Zoning Districts	\$9,390 \$9,860 per acre multiplied by the Net Developable Area
In the R-3B and R-3C Zoning Districts	\$9,610 \$10,090 per acre multiplied by the Net Developable Area
In the B-1 and Office Park Zoning Districts	\$10,785 \$11,325 per acre multiplied by the Net Developable Area
In the B-2, B-3 and B-4 Zoning Districts	\$10,490 \$11,015 per acre multiplied by the Net Developable Area
In the I-1, I-2 and I-Office Park Zoning Districts	\$10,200 \$10,710 per acre multiplied by the Net Developable Area
In the P-Institutional Zoning District	\$9,610 \$10,090 per acre multiplied by the Net Developable Area
In the Mixed Use - Residential Zoning District	\$9,610 \$10,090 per acre multiplied by the Net Developable Area
In the Mixed Use - Commercial Zoning District	\$10,200 \$10,710 per acre multiplied by the Net Developable Area

H. Outlots. With respect to calculating the fees payable at the time of platting, the acreage within the outlots that are intended to be replatted into buildable lots at a later date shall not be included within the calculations. When the acreage within the outlots are subsequently replatted into buildable lots, the fees for such acreage shall then be paid at the time of the replat.

Section 2. Amendment No. 2. Inver Grove Heights City Code Title 3, Chapter 4, Section 3-4-2-3 is hereby amended in its entirety to read as follows:

3-4-2-3: SANITARY SEWER AND WATER TRUNK AREA ASSESSMENTS: With respect to special assessments under Chapter 429 of the Minnesota Statutes, the assessments

rolls for sanitary sewer and water trunk lines shall initially be calculated using the following per acre assessment amounts for trunk line area benefit.

~~\$3,560~~ \$3,695 per acre for water trunk line area benefit

~~\$3,560~~ \$3,695 per acre for sanitary sewer trunk line area benefit

The Council may adjust the assessment roll and special assessments after public hearing pursuant to Minn. Stat. § 429.061 and the Council shall determine the final assessment roll and special assessments by resolution.

Section 3. Amendment No. 3. Inver Grove Heights City Code Title 10, Chapter 4, Section 10-3-8 B is hereby amended to read as follows:

- B. Fee Amounts and Escrow Deposit: The city may require that applicants deposit in escrow with the city, together with the application filing fees, the sums required by the city toward prepayment of the attorney, planning and engineering costs. The prepayment amounts shall be a credit toward the fees for the attorney, planning and engineering and other professional consultant fees to be reimbursed by the applicant. All such fees, if not paid by the escrow, shall be paid by the applicant within sixty (60) days of final action on the matter by the city council. If such fees are less than the escrowed amount, such escrow will be returned to the applicant within sixty (60) days of the final action on the matter by the city council. The following escrow amounts shall be deposited, together with land use approval applications: (Ord. 1098, 11-8-2004)

TYPE OF LAND USE APPROVAL	BASE FEE	GIS FEE	ESCROW
Conditional Use Permit, single family residential	\$250		\$0
Conditional Use Permit, other	\$500		\$1,250
Conditional Use Permit, other – amendment	\$150		\$500
Comprehensive Plan Amendment	\$500	\$50	\$2,500
Comprehensive Plan Amendment - minor	\$200		\$250
Zoning Code Amendment	\$500		\$500
Zoning Code Amendment – minor	\$100		\$250
Rezoning	\$500	\$50	\$0
Variance - Residential	\$200		\$0
Variance - Commercial	\$200		
Planned Unit Development	\$1,000 + plat fees		\$5,000
Planned Unit Development Amendment	\$250		\$1,000
Determination of Substantially Similar Use	\$200		\$200
Major Site Plan Review	\$500		\$1,500 \$2,000
Preliminary Plat	\$250/+ \$5 per lot		\$3,000
Final Plat – single family	\$350	\$25/lot	\$500 \$2,000
Final Plat - other	\$200	\$100/acre	\$3,000
Waiver of Plat	\$300	\$25	
Administrative Subdivision	\$100	\$25/lot	
Street Easement Vacation	\$150	\$50	
Street Dedication	\$150	\$50	
Wetland Conservation Act Certification	\$75		
Wetland Replacement Plan	\$200	\$100/acre	\$2,500
Northwest Area Sketch Plan Review			\$1,000
Northwest Area Environmental Studies Fee	\$80/gross acre		
Abstract Fee	\$46		

(Ord. 1180, 12-10-2007)

Section 4. Effective Date. This Ordinance shall be in full force and effect from and after its passage and publication according to law.

Passed this 28th day of November, 2011.

George Tourville, Mayor

ATTEST:

Melissa Rheume, Deputy City Clerk

M E M O

CITY OF INVER GROVE HEIGHTS

TO: Inver Grove Heights City Council

FROM: Allan Hunting, City Planner

DATE: November 9, 2011

SUBJECT: REQUEST TO INCREASE ESCROWS FOR MAJOR SITE PLAN REVIEWS AND FINAL PLATS

It has been a long standing policy that the cost of processing a development application is paid by the developer. As such, all costs incurred are ultimately the developer's responsibility. We have established a process with the application process, which includes escrows, to collect some of the monies to cover costs up front. The cost and complexity of reviews have grown over time as a result of additional regulations and costs are becoming greater. The amount of escrow collected up front has not kept up with the ever increasing costs.

At Council's request, staff has tabulated some costs associated with some recent developments.

Southview Senior Housing
City Attorney \$10,335
Staff \$ 7,976
\$22,300

Argenta Hills 2nd Addition
City Attorney \$13,824
Consultants \$28,465
Staff \$ 5,754
\$44,554

Luther Nissan
City Attorney \$ 4,765
Staff \$ 2,325
\$ 7,090

Escrow cost comparison with neighboring cities

	<u>Woodbury</u>	<u>Rosemount</u>	<u>Eagan</u>
Escrow cost charge for:			
Site Plan Review	\$5,000	*all costs incurred	\$4,500
Final Plat	\$5,000	are billed. No fees collected up front	\$4,000

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

MIKE & KATHY GOEHRING - Case No. 11-32C

Meeting Date: November 14, 2011
 Item Type: Regular
 Contact: *HB* Heather Botten 651.450.2569
 Prepared by: *HB* 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 resolution relating to a **Conditional Use Permit** to allow sheet metal siding on an accessory building in an Agricultural zoning district for the property located at 11331 Albavar Path.

- Requires a 4/5ths vote.
- 60-day deadline: November 29, 2011 (first 60-days)

SUMMARY

The applicants would like to construct a 1,350 square foot (30' x 45') pole building with sheet metal siding on their lot located along Albavar Path. The property is zoned A, Agricultural and is 5.19 acres in size. The applicants stated they would like to use the building for personal storage.

Sheet metal siding is allowed on pole buildings in the "A" and "E-1" zoning districts by conditional use permit (CUP). The proposed request meets the Conditional Use Permit criteria relating to the Comprehensive Plan and zoning consistency, land use impacts such as setbacks, landscaping, and aesthetics, environmental impacts, and public health and safety impacts. The closest neighboring structure is over 200 feet away on heavily wooded lots; the proposed structure would not affect any improvements to the vicinity.

Planning Staff: Based on the information provided staff recommends approval of the conditional use permit to allow sheet metal siding with the conditions listed in the attached resolution.

Planning Commission: At the November 1, 2011 public hearing, the Planning Commission recommended approval of the request with the conditions listed in the attached resolution (8-0).

Attachments: CUP Resolution
 Planning Commission Recommendation
 Planning Staff Report

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

RESOLUTION NO. _____

**RESOLUTION APPROVING A CONDITIONAL USE PERMIT TO ALLOW SHEET METAL
SIDING ON AN ACCESSORY BUILDING**

Goehring, Case No. 11-32C

WHEREAS, an application for a Conditional Use Permit has been submitted for the property located at 11331 Albavar Path and legally described as:

**Lot 9, Block 2, Whistlewood Farms 2nd Addition, Dakota County, Minnesota,
according to the recorded plat thereof**

WHEREAS, an application for a conditional use permit has been submitted to allow sheet metal siding on an accessory building;

WHEREAS, the aforescribed property is zoned A, Agricultural;

WHEREAS, the request has been reviewed against Title 10, Chapter 3, Article A, Section 10-3A-5 regarding the criterion for a Conditional Use Permit and meets the minimum standards; the request is consistent with the Comprehensive Plan and it does not have a negative impact on public health, safety or welfare;

WHEREAS, a public hearing concerning the conditional use permit was held before the Inver Grove Heights Planning Commission in accordance with Minnesota Statute, Section 462.357, Subdivision 3 on November 1, 2011;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS, that a Conditional Use Permit to allow an accessory building with sheet metal siding is hereby approved with the following conditions:

1. The site shall be developed in substantial conformance with the site plan dated September 29, 2011 on file with the Planning Department.

2. The accessory structure shall not be used for commercial uses or storage related to a commercial use.
3. The plans submitted to the building department for review must be done by a licensed architect.
4. The sheet metal siding shall have a thickness of at least 29 gauge, and shall come with a manufacturer's warranty of at least 20 years.
5. During and after construction all direct runoff shall first be maintained on the owner's property

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 on the 14th day of November, 2011.

AYES:

NAYS:

George Tourville, Mayor

ATTEST:

Melissa Rheaume, Deputy Clerk

**RECOMMENDATION TO
CITY OF INVER GROVE HEIGHTS**

TO: Mayor and City Council of Inver Grove Heights
FROM: Planning Commission
DATE: November 1, 2011
SUBJECT: **MIKE AND KATHY GOEHRING – CASE NO. 11-32C**

Reading of Notice

Commissioner Simon read the public hearing notice to consider the request for a conditional use permit to allow sheet metal siding on an accessory building in the A, Agricultural zoning district, for the property located at 11331 Albavar Path. 57 notices were mailed.

Presentation of Request

Allan Hunting, City Planner, explained the request as detailed in the report. He advised that the applicant is proposing to construct a 1,350 square foot metal sided structure. Sheet metal siding is allowed on pole buildings in the 'A' district by conditional use permit. Staff finds that the request meets the CUP standards and therefore are recommending approval of the request with the five conditions listed in the report.

Commissioner Wippermann noted that the report makes mention of the intent for the exterior on the proposed building to match the existing home, and asked if it would be appropriate to add that as a condition of approval.

Mr. Hunting replied that the Zoning Code does not require that the siding match the home, therefore it should not be added as a condition of approval.

Opening of Public Hearing

Mike Goehring, 11331 Albavar Path, stated he was available to answer any questions.

Chair Bartholomew asked if the applicant was in agreement with the conditions listed in the report, to which Mr. Goehring replied in the affirmative.

Planning Commission Recommendation

Motion by Commissioner Simon, second by Commissioner Wippermann, to approve the request for a conditional use permit to allow sheet metal siding on an accessory structure in an Agricultural zoning district with the five conditions listed in the report, for the property located at 11331 Albavar Path.

Motion carried (8/0). This item goes to the City Council on November 14, 2011.

**PLANNING REPORT
CITY OF INVER GROVE HEIGHTS**

REPORT DATE: October 27, 2011 **CASE NO.:** 11-32C
HEARING DATE: November 1, 2011
APPLICANT: Mike and Kathy Goehring
REQUEST: A Conditional Use Permit for sheet metal siding.
LOCATION: 11331 Albavar Path
COMP PLAN: RDR, Rural Density Residential
ZONING: A, Agricultural
REVIEWING DIVISIONS: Planning **PREPARED BY:**  Heather Botten
Associate Planner

BACKGROUND

The applicants would like to construct a 1,350 square foot (30' x 45') pole building with sheet metal siding on their lot located along Albavar Path. The property is zoned A, Agricultural and is 5.19 acres in size.

Sheet metal siding is allowed on pole buildings in the "A" and "E-1" zoning districts by conditional use permit (CUP). Since the Goehring's want to side their pole building with sheet metal, they have requested this CUP.

EVALUATION OF REQUEST

To build the pole building as desired, the applicants have made application for:

1. A Conditional Use Permit to allow sheet metal siding on an accessory structure in an A, Agricultural zoning district.

Surrounding Uses

To the north, east and west: Single Family Residential; zoned A, Agricultural; guided RDR, Rural Density Residential.

To the south: Vacant and single family; zoned A, Agricultural; guided RDR, Rural Density Residential.

Review Criteria

Any accessory building larger than 1,000 square feet is required to have a 50-foot setback from property lines, the applicants are meeting this requirement. The applicants stated they would like to use the building for personal storage.

Conditional Use Permit Sheet metal siding on pole buildings is a conditionally permitted use in the A, Agricultural zoning district. Two sets of zoning code review criteria apply to sheet metal pole buildings. The first set is specific to the sheet metal siding. The second is a general set of criteria applicable to all conditional use permits.

I. Sheet metal CUP criteria

1. *The sheet or corrugated steel or aluminum metal siding has a thickness of at least 29 gauge, and comes with a manufacturer's warranty of at least 20 years.*

The applicant has submitted the specifications for the sheet metal they will be using. It is a Morton Building. The sheet metal does meet this specification with at least a 20 year warranty.

2. *There shall be a minimum space of six (6) feet between the principal and accessory structure unless attached, and a minimum space of six (6) feet between all other accessory structures.*

The pole building is proposed to be located over 10-feet away from the house.

3. *Any detached accessory structure that exceeds a gross floor area of 1,000 square feet must have a minimum setback from all property lines of 50 feet.*

This criterion has been met. The closest property line is 50 feet away from the proposed building.

II. General CUP criteria

1. *The use is consistent with the goals, policies and plans of the City Comprehensive Plan, including future land uses, utilities, streets and parks.*

This criterion is met. The Comprehensive Plan recognizes the rural lot neighborhoods of the City as both residential and agricultural in nature. Accessory building with steel siding are common in some rural settings, including some of the Inver Grove Heights rural neighborhoods.

2. *The use is consistent with the City Code, especially the Zoning Ordinance and the intent of the specific Zoning District in which the use is located.*

The City Council adopted an Accessory Building Ordinance several years ago that conditionally permits sheet metal siding in the A and E-1 districts. This

allows the neighbors a chance to discuss the aesthetic and property valuation questions associated with this type of building.

Staff has received comments from two neighbors in favor of the proposed building. These comments are included as an attachment to the report.

3. *The use would not be materially injurious to existing or planned properties or improvements in the vicinity.*

This criterion is satisfied as the closest neighbor is over 200 feet away on heavily wooded lots; the proposed structure would not affect any improvements to the vicinity.

4. *The use does not have an undue adverse impact on existing or planned City facilities and services, including streets, utilities, parks, police and fire, and the reasonable ability of the City to provide such services in an orderly, timely manner.*

This criterion is met.

5. *The use is generally compatible with existing and future uses of surrounding properties, including:*

- i. *Aesthetics/exterior appearance*

This is one of the main issues associated with sheet metal pole buildings. When the Accessory Building Ordinance was developed, a lot of discussion occurred on the aesthetic impact of the siding. The result of the discussion was to prohibit the siding in urban areas of the City. In the rural residential settings, increased setbacks were required to soften the potentially negative aesthetic impact upon neighbors. In this particular request the applicant has stated the siding will be cream colored with a brown roof, matching the existing home and minimizing the impact to abutting neighbors.

- ii. *Noise*

Since the building is proposed for normal residential storage, this should not be a problem.

- iii. *Fencing, landscaping and buffering*

Not required

6. *The property is appropriate for the use considering: size and shape; topography, vegetation, and other natural and physical features; access, traffic volumes and flows; utilities; parking; setbacks; lot coverage and other zoning requirements; emergency access, fire lanes, hydrants, and other fire and building code requirements.*

The lot is 5 acres in size and zoned Agricultural. Pole construction is typically found in Agricultural areas, the proposed siding is appropriate for the zoning, location, and the size of the lot. The location of the structure does not have an impact on fire lanes or emergency access.

7. *The use does not have an undue adverse impact on the public health, safety or welfare.*

This use does not appear to have any negative effects on the public health, safety or welfare.

8. *The use does not have an undue adverse impact on the environment, including, but not limited to, surface water, groundwater and air quality.*

This criterion is satisfied.

ALTERNATIVES

The Planning Commission has the following alternatives available on the proposed request:

A. Approval If the Planning Commission finds the application acceptable, the Commission should recommend approval of the Conditional Use Permit, with the following conditions:

1. The site shall be developed in substantial conformance with the site plan dated September 29, 2011 on file with the Planning Department.
2. The accessory structure shall not be used for commercial uses or storage related to a commercial use.
3. The plans submitted to the building department for review must be done by a licensed architect.
4. The sheet metal siding shall have a thickness of at least 29 gauge, and shall come with a manufacturer's warranty of at least 20 years.
5. During and after construction all direct runoff shall first be maintained on the owner's property.

B. Denial If the Planning Commission finds that the Conditional Use Permit review criteria is not satisfied, a recommendation of denial should be forwarded to the City Council. With a recommendation of denial, the basis of the recommendation should be given.

RECOMMENDATION

Based on the information in the preceding report and the conditions listed in Alternative A, staff is recommending approval of the request.

Attachments: Exhibit A – Zoning and Location Map
Exhibit B – Narrative
Exhibit C – Site Plan
Exhibit D - Building Perspective
Exhibit E- Comments from neighbors



Goehring Variance



Exhibit A
Zoning Map

9-27-11

'B'

TO WHOM IT MAY CONCERN:

THIS IS A REQUEST TO BUILD A STORAGE GARAGE ON MY PROPERTY.

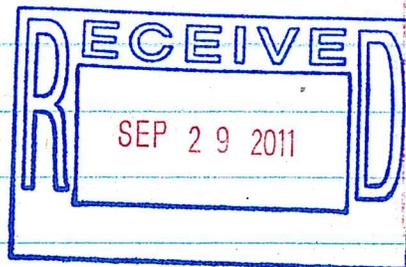
STORAGE FOR A CAMPER, SNOWMOBILE TRAILER, LAWN MOWER & VEHICLES. THE BUILDING IS BEING DONE BY MORTON BUILDINGS INC. & IS PROPOSED 30' X 45' (BUILDING SPEC'S HAVE ALREADY BEEN SUBMITTED TO CITY.)

MY ADDRESS IS LOCATED ON A WOODED 5 ACRE PARCEL, IN THE SOUTH-WEST CORNER OF THE CITY.

PLEASE FEEL FREE TO CALL WITH ANY QUESTIONS OR CONCERNS.

-THANK YOU.

Mike Hocking 612 919 4345
Kathy Hocking



GC License:

4862



MORTON BUILDINGS, INC.

252 W. Adams, P.O. Box 399 • Morton, Illinois 61550-0399

Job:

Date:

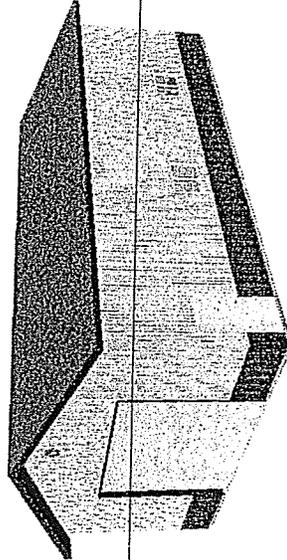
Page:

9/6/2011

4 of 8

Building 306 30'x14'x45' (#1) Perspective From The Southwest

Peak Height 20'6"
Soffit Height 15' 3.5"
Grade to Heel 14'
Roof Pitch 4/12



M.B. K.G.

Owner's Initials

'E

Heather Botten

From: WARREN T COLLEEN V GOEHRING [goehringw3@msn.com]
Sent: Tuesday, October 25, 2011 8:41 AM
To: Heather Botten
Subject: MIKE & KATHY GOEHRING - CASE NO. 11-32C

WE HAVE NO OBJECTION TO THE CONDITONAL USE PERMIT BEING REQUESTED UNDER THE SUBJECT CASE FILE.
COLLEEN AND WARREN GOEHRING
11335 ALBAVAR PATH

'E'

Heather Botten

From: Jon Ruiz [jonruiz@me.com]
Sent: Friday, October 21, 2011 6:17 PM
To: Heather Botten
Subject: Make & Kathy Goehring - Case No. 11.32C

Dear Ms. Botten,

I just wanted to ring-in that I have no issue with and support Mike & Kathy Goehring's request to use sheet metal siding on an accessory building on their lot at 11331 Albavar Path.

Thanks,
Jon Ruiz
(11532 Ashely Court)

Heather Botten

From: Mark Maruska [markmaruska@yahoo.com]
Sent: Saturday, October 29, 2011 2:18 PM
To: Heather Botten
Subject: Case No. 11-32C

Hi Heather Botten,

Regarding Mike & Kathy Goehring- Case No. 11-32C.

I received a letter about this public hearing. I won't be able to attend in person so I'm sending this email with my personal input as I'm a nearby neighbor.

I believe that the request for a Conditional Use Permit Amendment to allow sheet metal siding is good. Considering the area, I believe that this would be an acceptable request.

Thanks for allowing me to provide my input on this. Thanks! ~ Mark

Mark Maruska
11538 Ashley Ct.
Inver Grove Heights, MN 55077

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

DAKOTA COUNTY PARKS DEPARTMENT – Case No. 11-25ZA

Meeting Date: November 14, 2011
 Item Type: Regular Agenda
 Contact: Allan Hunting 651.450.2554
 Prepared by: Allan Hunting, City Planner
 Reviewed by:

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

PURPOSE/ACTION REQUESTED

Consider the Third Reading of an Ordinance Amendment to allow subdivisions for the creation of public land subject to administrative approval.

- Requires 3/5th's vote.
- 60-day deadline: December 6, 2011 (second 60 days)

SUMMARY

The City Council reviewed the third reading of the ordinance on October 24, but tabled the item for staff to address Mr. Willy Krech's concerns about the status of the northern building setbacks after the dedication to the County for the trail.

ANALYSIS

The land that Mr Krech was donating to the County is on two separate parcels. One parcel is platted and one is not. The Subdivision Code already has provisions to allow staff review of lot boundary adjustments for parcels that are platted. An unplatted parcel currently requires Council review. The northern building that is in question and the southern building is on platted property. The ordinance amendment before you is to address lot boundary adjustments on unplatted property. Therefore, Mr. Krech's concerns about the setbacks of the northern building from the new property line are not specifically relevant to the ordinance amendment. Dakota County Staff had worked out with Mr. Krech the lot area that was to be dedicated.

As per Council's direction, Mr. Krech's attorney, Vance Grannis, contacted staff to discuss the concerns about the setback issue for the northern building. As proposed, the northern building would be approximately 18 feet from the new lot line, which would make the building a legal non-conforming structure. Required setbacks in the Industrial zoning district are 40 feet. Nonconforming structures are allowed to be rebuilt at their same location and size with just a building permit. The code also has provisions to allow for expansions of nonconforming buildings. None the less, Mr. Krech has decided to apply for a variance from setbacks so that the northern building would be considered a legal building and would not have any nonconforming status from setbacks. It would be allowed to be expanded as long as it meets the bulk standards of the ordinance. Mr. Krech has submitted a letter indicating he has no concerns regarding the ordinance amendment and has applied for the building setback variance.

RECOMMENDATION

Planning Staff. Recommends approval of the third reading of the two ordinance amendments.

Attachments: Ordinance Amendments (2)
 Map of North and South Buildings and Platted and Unplatted Parcels
 Letter from Mr. Krech

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

ORDINANCE NO. _____

**AN ORDINANCE AMENDING THE INVER GROVE HEIGHTS CITY CODE BY
ADDING TITLE 10, CHAPTER 13, ARTICLE K REGARDING LOT SIZE AND
BULK STANDARDS FOR CERTAIN TYPES OF PUBLIC LAND**

THE CITY COUNCIL OF THE CITY OF INVER GROVE HEIGHTS ORDAINS AS
FOLLOWS:

Section One. Amendment. The Inver Grove Heights City Code is amended by
adding Title 10, Chapter 13, Article K to read as follows:

TITLE 10, CHAPTER 13, ARTICLE K

**ARTICLE K. LOT SIZE AND BULK STANDARDS FOR CERTAIN TYPES OF
PUBLIC LAND**

10-13-K-1: FINDINGS:

The city finds that the minimum lot sizes and bulk standards for the zoning districts may not rationally relate to the nature and function of certain types of Public Land. Unless an exception is created for certain Public Lands, the minimum lot sizes and bulk standards for the zoning districts would apply in instances where the Public Lands were owned in fee title by a governmental unit, as opposed to the governmental unit having an easement only.

10-13-K-2: PURPOSE AND INTENT:

The purpose and intent of 10-13-K is to create an exception for certain Public Lands from the minimum lot size and bulk standards for the underlying zoning districts.

10-13-K-3:

Notwithstanding anything to the contrary in Title 10, in instances where the Public Land is owned in fee by a governmental unit, the following types of Public Land are exempt from the lot size requirements and bulk standards for the underlying zoning districts.

- A. Trails.
- B. Streets.
- C. Areas restricted to open space or conservation land.
- D. Storm water ponds and storm water facilities.

Section Two. Effective Date. This Ordinance shall be in full force and effect upon its publication as provided by law.

Passed in regular session of the City Council on the ____ day of _____, 2011.

CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville, Mayor

ATTEST:

Melissa Rheame, Deputy City Clerk

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

ORDINANCE NO. _____

**AN ORDINANCE AMENDING INVER GROVE HEIGHTS CITY CODE,
TITLE 11, CHAPTER 1, SECTION 11-1-7-2 (B)
REGARDING PROPERTY DIVISIONS SUBJECT TO ADMINISTRATIVE
APPROVAL**

THE CITY COUNCIL OF THE CITY OF INVER GROVE HEIGHTS ORDAINS AS
FOLLOWS:

Section One. Amendment. Title 11, Chapter 1, Section 11-1-7-2 (B), of the
Inver Grove Heights City Code is hereby amended to read as follows:

**11-1-7-2: PROPERTY DIVISIONS SUBJECT TO ADMINISTRATIVE
APPROVAL:**

B. Types Of Property Divisions: The following types of property division requests shall
require only administrative approval:

1. The creation of parcels of twenty (20) acres in area, or greater, that are at least five
hundred feet (500') in width and area in an A, E or R zoning district.
2. The creation of parcels of five (5) acres in area with a minimum lot width of three
hundred feet (300') in all P, B and I zoning districts.
3. The creation of cemetery lots.
4. Property line adjustments resulting from court orders.
5. Property line adjustments that do not result in the creation of an additional parcel
of land. All parcels involved must continue to meet all dimensional, area and
setback requirements of the zoning district in which the properties are located, in
accordance with title 10 of this code.
6. A property division whereby one of the resulting parcels becomes Public Land and
is conveyed to a governmental unit provided all of the resulting parcels either (a)
meet the required lot size and lot width standards of the applicable zoning district,
or (b) are exempt from such standards, or (c) a variance has been granted by the
City Council.
7. A property division whereby one of the resulting parcels becomes Public Land and
is conveyed to a governmental unit and the parcel becoming Public Land is

contiguous to another parcel of Public Land, provided the resulting parcel not conveyed to a governmental unit either (a) meets the required lot size and lot width standards of the applicable zoning district, or (b) a variance has been granted by the City Council.

Section Two. Effective Date. This Ordinance shall be in full force and effect upon its publication as provided by law.

Passed in regular session of the City Council on the ____ day of _____, 2011.

CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville, Mayor

ATTEST:

Melissa Rheaume, Deputy City Clerk

DAKOTA COUNTY RIGHT OF WAY MAP NO. 362
MISSISSIPPI RIVER REGIONAL TRAIL-CENTRAL SEGMENT

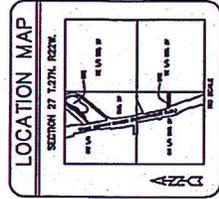
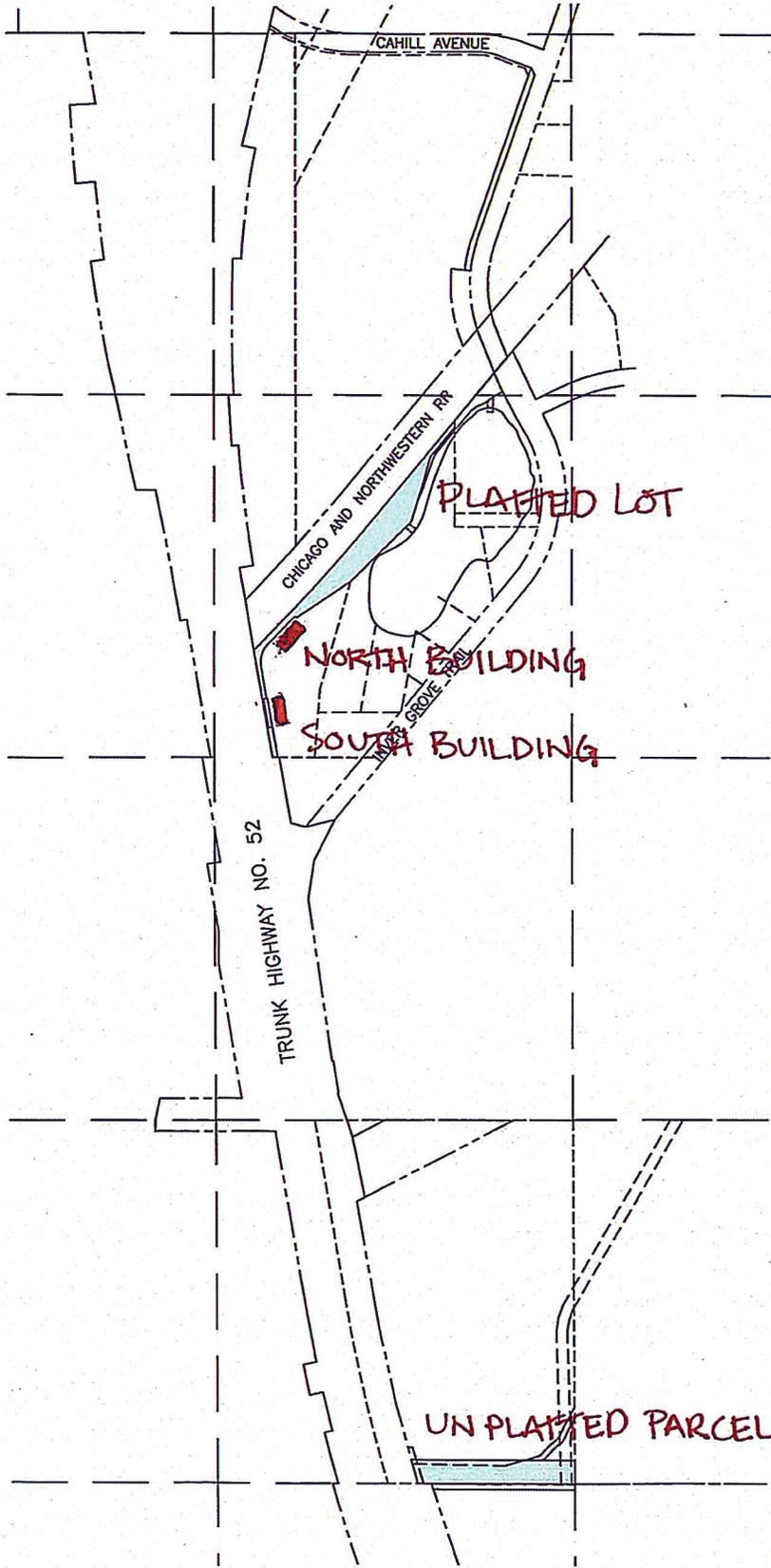


EXHIBIT FOR WILLIAM & KEVIN KRECH AND TOTAL CONSTRUCTION PROPERTY

November 8, 2011

Mayor George Tourville
City Council Members
City of Inver Grove Heights
8150 Barbara Avenue
Inver Grove Heights, MN 55044

RE: Dakota County Park
Department Ordinance Amendment

Dear Mayor and Council Members,

This is to advise you that at this time WWKM no longer has an objection to your proceeding with the 3rd reading of and adopting the above ordinance.

In connection with the conveyance to Dakota County of property for the regional trail on the Westerly portion of Lot 1, Block 1, Total Construction Second Addition, the owners have filed a variance request so that the trail will not cause the Northerly building on the property to be nonconforming. I ask that staff not approve the lot split on said Lot 1 until the council has approved the setback variance at its December 12, 2011 meeting.

Very truly yours,

WWKM

BY:


Wilfred W. Krech

WWK:cdd

cc: Alan Hunting ✓
James Crow
Tim Kuntz

7C

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

ATTORNEYS AT LAW

TIMOTHY J. KUNTZ
DANIEL J. BEESON
*KENNETH J. ROHLF
◊STEPHEN H. FOCHLER
◊JAY P. KARLOVICH
ANGELA M. LUTZ AMANN
*KORINE L. LAND
ANN C. O'REILLY
◊*DONALD L. HOEFT
DARCY M. ERICKSON
DAVID S. KENDALL
BRIDGET McCAULEY NASON
ELIZABETH HALL MURTHY
•
HAROLD LEVANDER
1910-1992
•
ARTHUR GILLEN
1919-2005
•
• ROGER C. MILLER
RETIRED

*ALSO ADMITTED IN WISCONSIN
◊ALSO ADMITTED IN NORTH DAKOTA
◊ALSO ADMITTED IN MASSACHUSETTS
◊ALSO ADMITTED IN OKLAHOMA

MEMO

TO: Mayor and Councilmembers
FROM: Timothy J. Kuntz, City Attorney
DATE: November 9, 2011
**RE: Third Reading of an Ordinance Prohibiting the Use of Coal Tar-Based
Sealer – November 14, 2011 City Council Meeting** *AK*

Section 1. Background. The attached Ordinance Prohibiting the Use of Coal Tar-Based Sealer was on the agenda for first reading at the October 10, 2011 City Council meeting. There were no changes made to the ordinance at the first reading.

The attached Ordinance Prohibiting the Use of Coal Tar-Based Sealer was on the agenda for second reading at the October 24, 2011 City Council meeting. There were no changes made to the ordinance at the second reading.

Section 2. Council Action. The Council is asked to consider the third and final reading of the attached Ordinance Prohibiting the Use of Coal Tar-Based Sealer at the November 14, 2011 City Council meeting. There was one minor change made to the ordinance from the second reading. In part E of the ordinance, the term "PHAs" was correctly revised to "PAHs". There were no other changes made to the ordinance.

Attachment

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

ORDINANCE NO. _____

**AN ORDINANCE PROHIBITING THE USE OF
COAL TAR-BASED SEALER**

The City Council of Inver Grove Heights does hereby ordain:

SECTION 1. ENACTMENT. Section 5-5-10 of the City Code is hereby enacted to read as follows:

5-5-10 COAL TAR-BASED SEALER:

A. PURPOSE:

The City understands that the lakes, rivers, streams and other bodies of water within the City are natural assets that enhance the environmental, recreational, cultural and economic resource of the City and that they contribute to the general health and welfare of the community.

The use of sealers on asphalt driveways is a common practice. However, scientific studies on the use of driveway sealers have demonstrated a relationship between stormwater runoff and certain health and environmental concerns.

The purpose of this section is to prohibit the use of coal tar-based sealer within the City to protect water quality within the City.

B. DEFINITIONS: For purposes of this section, the following shall mean:

ASPHALT BASED SEALER: A petroleum-based sealer material that is commonly used on driveways, parking lots, and other surfaces and which does not contain coal tar.

COAL TAR: A byproduct of the process used to refine coal.

COAL TAR-BASED SEALER: A sealer material containing coal tar and used as a sealer on asphalt and concrete surfaces, including driveways, parking lots, and other surfaces.

MPCA: The Minnesota Pollution Control Agency.

PAHs: Polycyclic Aromatic Hydrocarbons. A group of organic chemicals formed during the incomplete burning of coal, oil, gas, or other organic substances, present in coal tar and believed harmful to humans, fish, and other aquatic life.

C. USE OF COAL TAR-BASED SEALER PROHIBITED:

1. No person shall apply any coal tar-based sealer to any driveway, parking lot, or other surface within the City.
2. No person shall contract with any commercial sealer product applicator, residential or commercial developer, or any other person for the application of any coal tar-based sealer to any driveway, parking lot, or other surface within the City.
3. No commercial product applicator, residential or commercial developer, or other similar individual or organization shall direct any employee, independent contractor, volunteer, or other person to apply any coal tar-based sealer to any driveway, parking lot, or other surface within the City.

D. ASPHALT-BASED SEALER:

The provisions of this section shall only apply to the use of coal tar-based sealer within the City and shall not affect the use of asphalt-based sealer within the City.

E. COAL TAR-BASED SEALER USE EXEMPTION:

Upon the prior express written approval from both the City and MPCA, a person conducting bona fide research on the effects of coal tar-based sealer or PAHs on the environment shall be exempt from the coal tar-based use prohibitions provided in this section.

F. SEVERABILITY:

If any provision of this section 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 in full force and effect upon its publication as provided by law.

Passed in regular session of the City Council on the 14th day of November, 2011.

CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville, Mayor

ATTEST:

Melissa Rheaume, Deputy City Clerk

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Second Reading of an Ordinance Amending Inver Grove Heights City Code, Title 9, Chapter 4, Section 9-4-1-2 and 9-4-1-3, Regarding Excavation and Fills

Meeting Date: November 14, 2011
 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 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

Second reading of an ordinance amending Inver Grove Heights City Code, Title 9, Chapter 4, Section 9-4-1-2 and 9-4-1-3, regarding excavation and fills.

SUMMARY

At the October 24, 2011 City Council meeting, the first reading of an ordinance amending Inver Grove Heights City Code, Title 9, Chapter 4, Section 9-4-1-2 and 9-4-1-3, regarding excavation and fills was conducted. A copy of the proposed ordinance used for the first reading is attached. The main changes in the amendment would accomplish the following:

- (1) Parcels greater than five acres would follow the current City Code which allows 500 CY of excavation/fill to occur without a permit as long as the adjacent properties are not adversely affected.
- (2) Parcels from 1.0 to 4.99 acres would be required to apply for a land alteration permit if more than 30 CY of excavation is planned.
- (3) Parcels smaller than 1.0 acre would be required for a land alteration permit if more than 10 CY of excavation or fill is planned.

The City currently issues administrative land alteration permits for quantities less than 10,000 CY following a review by the City Engineer and this practice would continue.

At the last City Council meeting, several items were discussed such as:

- (1) A general consensus that revising the quantities of material that generates the need for a permit on smaller lots was reasonable;
- (2) The Council concurred that large acreages are not impacted by 500 CY.
- (3) A review of neighboring cities indicated various standards. Some were based on the quantity of material to be moved, others required permits if a specific area was disturbed, while some were based on the height or elevation change.

- (4) The Council asked for some further review on the history of the items in 3 above.
- (5) The first reading was held as presented.
- (6) The Council understood that previous building codes had regulated the need for a permit with the lower quantity limits.

The following outlines some additional information and/or language for the City Council's consideration:

- (1) The effects of site grading are cumulative.

The City has had at least one case where an owner placed 499 CY to stay under the threshold of 500 CY. Several months after the first grading, an additional 499 CY was hauled in to avoid a permit. This activity was repeated regularly until the fill caused adverse affects by sending drainage onto a neighbor, and the City had to pursue a nuisance activity to get the landowner to stop. The Council may want to consider language recognizing the cumulative effects such as:

"The City has determined that cumulative excavation/fill on a site with a land alteration permit can lead to adverse affects. All land alterations shall be considered when determining if a permit is required. If the quantity threshold is exceeded, the property owner must secure a land alteration permit before doing additional work. The City Engineer shall have the authority to determine the effects of cumulative earth moving. The use of GIS contour mapping can be the basis by which the Engineer makes his decision on cumulative grading".

- (2) The City of Bloomington confirmed that they base their grading permits on 25 CY or a significant alteration to the existing drainage paths. They did not define the drainage path items in any detail. It is left to the engineer's judgment. The Council could consider language such as:

"If the proposed excavation/fill anticipated on the site will adversely affect neighboring property or significantly alter the existing drainage routes, as determined by the City Engineer, the landowner can be required to secure a land alteration permit at earth moving quantities less than those identified in this Code, at the City Engineer's discretion".

- (3) The City had indicated that previous building codes had restrictions related to earth moving activities. A copy of the 1988 Uniform Building Code is attached for reference. It lists activities which are typically exempt from a grading plan or permit. After a review of these items, it is recommended that the Council consider adding the following:

Items 2, 3, 4, 5, 6, 7, 8 (with a slope of 4:1) and 9 (subject to 30 CY) to the proposed City Code amendment.

- (4) A 1988 version of City Code 14.21 from Lakewood is also attached as a reference. After a review of these documents, it is recommended that the code amendment being considered add the language in 12.21.030, A-1:

"excepting earth work "related to a building, retaining wall or other structure authorized by a valid building permit" and excepting A-2 "Street right-of-way construction".

Depending on the Council's wishes, a draft ordinance incorporating the suggested changes can be available for the third reading.

It is recommended that the City Council review the additional language outlined in this memo and consider including it in the second reading of the Ordinance Inver Grove Heights City Code, Title 9, Chapter 4, Section 9-4-1-2 and 9-4-1-3, Regarding Excavation and Fills.

TJK/kf
Attachments

- A local government approval of a grading plan. The following excerpt from the 1988 Uniform Building Code identifies the types of grading projects which are typically exempt from a required grading plan. Individuals should refer to the specific grading ordinances of the local jurisdiction for more site-specific information. Chapter 70 of the Uniform Building Code [4] recommends approval of a grading plan for all but the following:
 - 1. Grading in a isolated, self-contained area if there is no danger apparent to private or public property.
 - ○ 2. An excavation below finished grade for basements and footings of a building, retaining wall or other structure authorized by a valid building permit. This shall not exempt any fill made with the material from such excavation nor exempt any excavation having an unsupported height greater than 5 feet after the completion of the structure.
 - ○ 3. Cemetery graves.
 - ○ 4. Refuse disposal sites controlled by other regulations.
 - ○ 5. Excavations for wells or tunnels or utilities.
 - ○ 6. Mining, quarrying, excavating, processing, stockpiling of rock, sand, gravel, aggregate or clay where established and provided for by law, provided such operations do not affect the lateral support or increase the stresses in or pressure upon any adjacent or contiguous property.
 - ○ 7. Exploratory excavations under the direction of soils engineers or engineering geologists.
 - ○ 8. An excavation which (a) is less than 2 feet in depth, or (b) which does not create a cut slope greater than ~~5~~⁴ feet in height and steeper than one and one-half horizontal to one vertical.
 - ○ 9. A fill less than 1 foot in depth and placed on natural terrain with a slope flatter than five horizontal to one vertical, or less than 3 feet in depth, not intended to support structures, which does not exceed ~~50~~³⁰ cubic yards on any one lot and does not obstruct a drainage course.

30

14.21.010

Chapter 14.21

EXCAVATION, GRADING AND RETAINING WALLS

Sections:

- 14.21.010 Purpose.
- 14.21.020 Scope.
- 14.21.030 Permits required.
- 14.21.040 Hazards.
- 14.21.050 Definitions.
- 14.21.060 Grading permit requirements.
- 14.21.070 Qualitative grading requirements.
- 14.21.080 Appeal procedures.
- 14.21.090 Grading fees.
- 14.21.100 Bonds.
- 14.21.110 Cuts.
- 14.21.120 Fills.
- 14.21.130 Setbacks.
- 14.21.140 Drainage and terracing.
- 14.21.150 Retaining walls.
- 14.21.160 Erosion control.
- 14.21.170 Grading inspection.
- 14.21.180 Completion of work.
- 14.21.190 Conflicting provisions.

14.21.010 Purpose.

The purpose of this chapter is to protect the public health, safety, and welfare by regulating grading on private property and to establish guidelines which relate to the aesthetic impacts of cuts and fills upon adjacent properties. In preparing a property for development, care should be taken to preserve existing land forms to the maximum extent possible consistent with the need to establish appropriate street grades, drainage patterns, and building sites. (Ord. O-88-40 § 1 (part), 1988).

14.21.020 Scope.

This chapter sets forth rules and regulations to control excavation, grading and earthwork construction, including fills and embankments; establishes the administrative procedure for issuance of permits; and provides for approval of plans and inspection of grading construction. (Ord. O-88-40 § 1 (part), 1988).

14.21.030 Permits required.

A. No person shall do any grading without first having obtained a grading permit from the Director of the Department of Planning, Permits and Public Works except for the following:

1. An excavation below finished grade for basements and footings of a building, retaining wall or other structure authorized by a valid building permit. This shall not except any fill made with the material from such excavation nor exempt any excavation having an unsupported height greater than two feet after the completion of such structure;

2. Cemetery graves;

3. Refuse disposal sites controlled by other regulations;
4. Excavations for wells or tunnels or utilities;
5. Mining, quarrying, excavating, processing, stockpiling of rock, sand, gravel, aggregate or clay where established and provided for by law, providing such operations do not affect the lateral support or increase the stresses in or pressure upon any adjacent or contiguous property;
6. Exploratory excavations under the direction of soils engineers or engineering geologists;
7. An excavation which is (a) less than two feet in depth, or (b) which does not create a cut slope greater than two feet in height and steeper than three horizontal to one vertical;
8. A fill less than one foot in depth and placed on natural terrain with a slope flatter than five horizontal to one vertical;
9. A fill less than three feet in depth, which does not exceed fifty cubic yards on any one lot and does not obstruct a drainage course, and which is not intended to support structures;
10. Street right-of-way construction.

Exception →

B. No person shall do any grading without first having obtained a grading permit from the Director of the Department of Planning, Permits and Public Works. No grading permit will be issued until such time as the Director of the Department of Planning, Permits and Public Works has approved a grading plan which is accompanied by a final site plan for an impending development. Additionally, the Director has the authority to require, prior to issuance of a grading permit, a haul route to be approved by the Director for transporting any excess dirt material. Further, the Director may require that he approve any site within Lakewood where the excess material is to be dumped. A grading plan shall be valid for a period not to exceed six months from the date of approval. An exception to the site plan requirement may be authorized by the Director of the Department of Planning, Permits and Public Works based upon the following circumstances:

1. The proposed grading is in direct response to a drainage problem; or
2. It is clear that the proposed grading is appropriate for the property, and that no adverse impact on adjacent properties will result; or
3. The proposed grading is done to achieve a subgrade or an anticipated street right-of-way and/or drainage structures or outfalls; or
4. The proposed grading is overlot grading of a large single-family or PD zoned area, being done prior to approval of a final plat and final site plan, and only in instances where it is clear that such grading will not impact surrounding areas.

In instances where a grading permit is issued prior to approval of a site plan, no building permit will be issued until a site plan (or plot plan in the case of a single-family home or duplex) and final grading plan have been approved by the Director.

A grading permit shall be required for an entire filing or each site, and may cover both excavations and fills.

Existing excavations or embankments in place prior to the adoption of this ordinance will be exempt from the standards outlined herein. This exception is granted only if the grading was done in accordance with Chapter 70 of the Uniform Building Code in effect at the time of grading of the excavation or embankment, and if a grading permit has been issued, and the work performed according to an approved grading plan. (Ord. O-94-40 §§ 8, 9, 1994; Ord. O-91-59 § 5 (part), 1991; Ord. O-88-40 § 1 (part), 1988).

14.21.040 Hazards.

Whenever the Director of the Department of Community Planning and Development determines that any existing excavation or embankment or fill on private property has become a hazard to public safety, or endangers property, or adversely affects the safety, use or stability of a public way or drainage channel, the owner of the property upon which the excavation or fill is located, or other person or agent in control of said property, upon receipt of notice in writing from the Director shall within the

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

ORDINANCE NO. _____

AN ORDINANCE AMENDING INVER GROVE HEIGHTS CITY CODE,
TITLE 9, CHAPTER 4, SECTIONS 9-4-1-2 AND 9-4-1-3,
REGARDING EXCAVATION AND FILLS

THE CITY COUNCIL OF THE CITY OF INVER GROVE HEIGHTS ORDAINS AS FOLLOWS:

Section One. Amendment. Title 9, Chapter 4, Sections 9-4-1-2 and 9-4-1-3, of the Inver Grove Heights City Code are hereby amended to read as follows: The underlined text shows the proposed additions to the Ordinance and the ~~struck-out~~ text shows the deleted wording:

9-4-1-2: APPROVAL BY DIRECTOR OF PUBLIC WORKS:

- A. Approval Required: Approval in writing by the director of public works is required, but a land alteration permit granted by the city council is not required (unless the total amount of material excavated or filled exceeds ten thousand (10.000) cubic yards), for filling or raising of existing surface grade by rock, sand, dirt, gravel, clay or other like material or the displacement, excavation, removal or storage of rock, sand, dirt, gravel, clay or other like material when all the following circumstances exist:
1. The total amount of material:
 - a. _____ exceeds five hundred (500) cubic yards but does not exceed ten thousand (10,000) cubic yards- for a 5.00 acre or larger "lot" (the term "lot" is defined in Title 10, Chapter 2, Section 10-2-2); or
 - b. _____ exceeds thirty (30) cubic yards but does not exceed ten thousand (10.000) cubic yards for a 1.00 acre to a 4.99 acre "lot"; or
 - c. _____ exceeds ten (10) cubic yards but does not exceed ten thousand (10.000) cubic yards for a "lot" smaller than 1.00 acres.
 2. The exceptions stated in section 9-4-1-3 of this chapter do not apply.
 3. The total scope of work is to be completed within two (2) years.
 4. Applicant meets the standards and requirements set forth in this section 9-4-1-2.

B. Application For Approval: The application for the director's approval shall be made in writing on such form as the city may from time to time designate and shall include such information as may be required by the city, and shall contain, among other things:

1. The correct legal description of the premises;
2. The name and address of the applicant and owner of the land;
3. The purposes of the removal, storage, excavation or filling;
4. The estimated time required to complete the work;
5. The highways, street or other public roadways within the city upon or along which the material shall be transported;
6. Method and schedule for restoration and measures to control erosion during and after the work;
7. A topographical map or plat of any proposed pit or excavation to be made showing the confines or limits thereof, together with the existing and proposed finished elevations based upon seal level readings;
8. Method of controlling dust;
9. Hours of operation; ~~and~~
10. Evidence that the material to be excavated or filled does not pose an environmental hazard and does not include any hazardous materials or contaminated soils. including the identification of the origin of imported fill from within or outside Dakota County together with a certification that the imported fill is clean pursuant to Dakota County regulation; and-
11. Estimated quantity of excavation or filling.

C. Conditions of Approval:

1. The director may grant approval if the applicant meets all of the following standards and requirements:
 - a. Existing drainage and ponding patterns are not significantly altered so as to adversely affect adjoining land.
 - b. The resultant grade and slopes at the property line are in substantial conformity to the surrounding natural topography, are

set so as to minimize erosion and provide for sufficient drainage so that both natural and storm water enter and leave the property at the original or natural drainage points.

- c. Dust control measures are adequate and commensurate with the location of work.
 - d. All banks shall be left with a slope not greater than one foot (1') vertical to four feet (4') horizontal, except that greater slope shall be permitted if it is in substantial conformity with the immediate surrounding area, and in the judgment of the director, it is not expected to adversely affect future development of the site. All excavated areas shall be finally graded in substantial conformity with the surrounding natural topography.
 - e. The property shall be so graded that stagnant water will not be permitted to collect thereon.
 - f. When an open excavation has a depth of twenty feet (20') or more, or a slope of one foot (1') vertical to two feet (2') horizontal or steeper, a fence effectively controlling access to the area shall be erected. Said fence may be "snow fence" or similar temporary type of fence unless otherwise required by the director. (1974 Code § 420.01)
 - g. The maximum hours of operation shall be seven o'clock (7:00) A.M. to seven o'clock (7:00) P.M., Monday through Saturday, unless the director of public works or council provides otherwise. (1974 Code § 420.01; amd. 2008 Code)
 - h. Applicant pays the fee established by resolution of the city council.
 - i. If the excavation or filing activity involves the transfer of material from one "lot" to another "lot," a permit shall be required for each "lot." (the term "lot" is defined in Title 10, Chapter 2, Section 10-2-2).
 - j. The applicant must secure an annual review and renewal of each permit and pay any applicable fee for said review and renewal pursuant to the City's fee schedule.
2. The director's approval is conditioned upon the work being completed within the time noted in the application and upon the applicant fulfilling the standards and requirements established herein.

- D. Time For Completion Of Work: No work allowed under this section shall be authorized for more than two (2) years' duration, except that the director may approve one and only one extension of a permit for up to two (2) years' duration provided that there is a showing by the applicant of extenuating circumstances that caused unavoidable delays, and there shall be no renewal or extension of the director's approval.
- E. Misdemeanor Violation: Any person who fails to obtain the director's approval as herein required, or who fails to comply with any of the conditions upon which the same is issued, or who fails to complete the work within the time prescribed by the director's approval is guilty of violating this section and is guilty of a misdemeanor. Each day that a violation exists constitutes a separate offense. (1974 Code § 420.01)

9-4-1-3: EXEMPTIONS FROM PERMIT OR APPROVAL

Neither an ~~excavation~~ land alteration permit granted by the council nor the approval of the director of public works is required for:

- A. The excavation, removal or storage of rock, sand, dirt, gravel, clay or other like materials for the purpose of foundation, cellar or basement of some immediate pending superstructure to be erected, built or placed thereon contemporaneously with, or immediately following , such excavation, removal or storage, provided that a building permit has been issued.
- B. Such excavation, removal or storage of rock, dirt, gravel, sand, clay or other like material by the state, county, or city authorities in connection with the construction or maintenance of roads or highways or utilities, provided such activity is conducted within said road or highway right of way.
- C. Curb cuts, utility hookups or street openings for which another permit is required from the city. Where another permit is not required or obtained, an excavation permit shall be required.
- D. Excavation or installation of public utilities upon platted property within two (2) years after an approved plat has been filed with the county. Where a plat is pending or more that two (2) years has elapsed since the filing of a plat, an excavation permit shall be required.
- E. The filling or raising of existing surface grades by rock, sand, dirt, gravel, clay or other like material or the displacement, excavation, removal or storage of rock, sand, dirt, gravel, clay or other like material when all of the following conditions are met:
 - 1. No demolition debris is used and tThe total amount of material does not exceed:

a. five hundred (500) cubic yards for a 5.00 or larger "lot" (the term "lot" is defined in Title 10, Chapter 2, Section 10-2-2) and no demolition debris is used; or

b. thirty (30) cubic yards for a 1.00 acre to a 4.99 acre "lot"; or

c. ten (10) cubic yards for a "lot" smaller than 1.00 acres.

2. The material is for finished grade or finished landscaping purposes or for gardening.
3. Existing drainage and ponding patterns are not significantly altered so as to adversely affect adjoining land.
4. The resultant grade and slopes at the property line are in substantial conformity to the surrounding natural topography, are set so as to minimize erosion, and provide for sufficient drainage so that both natural and storm water enter and leave the property at the original or natural drainage points.

F. Excavating or grading for agricultural purposes.

~~G. Filling for any purpose for which a dump permit shall have been previously applied for and obtained.~~

~~H.G.~~ making any excavation or grading for any purpose for which a sewage disposal system permit shall have been previously applied for and obtained.

Section Two. Effective Date. This Ordinance shall be in full force and effect upon its publication as provided by law.

Passed in regular session of the City Council on the ____ day of _____, 2011.

CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville, Mayor

ATTEST:

By: _____
Melissa Rheaume, Deputy City Clerk