

INVER GROVE HEIGHTS CITY COUNCIL AGENDA

Monday, November 9, 2015

8150 BARBARA AVENUE

7:00 P.M.

1. **CALL TO ORDER**
2. **ROLL CALL**
3. **PRESENTATIONS**
 - A. Introduction of the Inver Grove Heights Royalty Scholarship Recipients
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. i. Minutes of October 5, 2015 City Council Work Session Meeting
ii. Minutes of October 12, 2015 Regular City Council Meeting
 - B. Resolution Approving Disbursements for Period Ending November 3, 2015
 - C. Accept Quote for Elevator Maintenance Repairs
 - D. Consider Final Pay Voucher No. 2, Engineer’s Final Report, and Resolution Accepting Work for City Project No. 2015–09A – Crackseal
 - E. Consider Final Compensating Change Order No. 2, Final Pay Voucher No. 2, Engineer’s Final Report, and Resolution Accepting Work for City Project No. 2015–09B – Sealcoat
 - F. Consider Resolution Authorizing Preparation of a Feasibility Report for City Project No. 2015–20 – NWA Trunk Utility Improvements, Robert District
 - G. Agreement for 2015 Technical Services for Conservation Projects with Dakota County Soil and Water Conservation District (DCSWCD) and Regulatory Assistance with the Wetlands Conservation Act
 - H. Consider Approval of the 2016 Proposed Convention and Visitors Bureau Budget
 - I. Consider Resolution Approving Demolition Contract – 4195 – 68th Street East
 - J. Request Authorization to Make Final Offers for Acquisition of Easement on Glenlin and Flannery Properties
 - K. Personnel Actions
 - L. Schedule Public Hearing to Consider the Amendment of City Code Title 3, Chapter 4 Section 3–4–2–2, 3–4–2–3 Fees and 10–3–8 Planning Fees
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. Consider an Third and Final Reading of Ordinance Amending the Inver Grove Heights City Code by Adding Title 4, Chapter 12 Related to Tobacco and Electronic Delivery Sampling.
 - B. Public Hearing to Consider Ordering the NWA Trunk Utility Project on the Blackstone Ridge Utility Alignments, Authorizing Final Plans and Specification, and Authorizing City Attorney to Complete Easement Negotiations, for the 2015 Improvement Program, City Project No. 2015–16

- NWA Trunk Utility Improvements, Argenta Trail to Blackstone Ridge

7. REGULAR AGENDA:

COMMUNITY DEVELOPMENT:

- A. **JON SKOGH;** Consider a Resolution relating to a Variance from side yard setbacks to allow an accessory structure over 1,000 square feet containing an accessory dwelling unit for property located at 1355 96th Street.
- B. Consider First Reading of the On-Street Parking Regulations Ordinance

FINANCE:

- C. **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 2016

PARKS AND RECREATION:

- D. **CITY OF INVER GROVE HEIGHTS;** Consider Contract with Apex Arena Solutions, SBC for Energy Efficiency Improvements to the VMCC/Grove and City Hall

ADMINISTRATION:

- E. **CITY OF INVER GROVE HEIGHTS;** Discussion of Authorization for City Attorney Time and Expense

8. MAYOR & COUNCIL COMMENTS:

9. EXECUTIVE SESSION:

Executive Session Pursuant to Minn. Stat. § 13D.05, Subd. 3
Discuss Status Update Relating to Discuss Determination of Compensation for Right-of-Way and Easement Needed from the Blackstone Ridge Plat for Future Argenta Trail

10. ADJOURN:

This document is available upon 3 business day request in alternate formats such as Braille, large print, audio recording, etc. Please contact Michelle Tesser at 651.450.2513 or mtesser@invergroveheights.org

**INVER GROVE HEIGHTS CITY COUNCIL WORK SESSION
MONDAY, OCTOBER 5, 2015 - 8150 BARBARA AVENUE**

1. **CALL TO ORDER/ROLL CALL:** The City Council of Inver Grove Heights met in work session on Monday, August 3, 2015, in the City Council Chambers. Mayor Tourville called the meeting to order at 6:00 p.m. Present were Council members Bartholomew, Hark, Mueller and Piekarski Krech; City Administrator Lynch, City Clerk Tesser, Community Development Director Link, Finance Director Kristi Smith, Public Works Director Thureen, Parks and Recreation Director Carlson and Police Chief Larry Stanger.

2. **PINE BEND AREA ARTERIAL CONNECTOR ROAD STUDY UPDATE**

Public Works Director, Mr. Thureen summarized the background of the roadway improvement study that includes the city of Rosemount and Dakota County. The JPA was initiated in August 2014 to conduct a study.

Kristi Sebastian, Dakota County Engineer and Project Manager presented in overview of the study to the City Council. Ms. Sebastian recapped that Dakota County had previously had two open houses that were done in the of Fall 2014 and January 2015. In May, they came back to the council to present the initial concepts and comments that they were receiving. Ms. Sebastian stated that they believed they would have a recommendation by March but what they heard from the open houses and council meetings in May was that the study should give greater detail and that the process was going too quickly. The new schedule takes these suggestions into consideration it provides more details and allows for more opportunity for citizen comment.

Ms. Sebastian stated that the transportation system is an outlook for a 20 and 30 year plan. The study is a vision for long-term needs for the Roadway system. There will be growth in the region area. Ms. Sebastian stated we need to look proactively and plan for the future instead of reacting with the growth. The study's purpose is to minimize impacts and costs. Ms. Sebastian showed two studies in the PowerPoint slide presentation of the Dakota County Roadway System, from Inver Grove Heights, Eagan and the extension of 28.

Ms. Sebastian stated that the Dakota County 2030 Transportation Plan has gaps between adjacent area studies (Regional Roadway Visioning Study, Pine Bend Area Study and Rosemount/Empire/Umore Transportation Study. Ms. Sebastian stated she would elaborate on the Pine Bend Area Study, a prior study of Highway 32 connection to Cliff Road was completed, in that study it identified Highway 52 and 117th would be the interchange to the connection for the east and west area.

Ms. Sebastian stated that the Pine Bend Area study is meant to help address the disconnect between North/South and East/West county roadway system. The county roads will absorb the traffic from the highways example: Trunk Area 3 will be used in the study. Ms. Sebastian declared that based on the needs scenarios were developed. There are several scenarios that were looked at. Scenarios A and C, within the study were eliminated by the study team from

further consideration. Ms. Sebastian declared that several meetings were held with stakeholders including neighbors and businesses to determine what scenarios would work based on long-term and short-term solutions. Ms. Sebastian wrapped up her update to the council by stating that the short-term roadway needs will be concentrated on, but with a long-term vision.

Craig Vohn, Dakota County Engineer presented to the Council. Mr. Vohn went over the slides of the presentation, he discussed Scenario E, Argental Trail and Alverno Ave to align County 71 alignment with further visioning to the north. He stated connection of the northern portion will be necessary. He briefly discussed Scenarios B and C were briefly for Akron Avenue and County 32. Mr. Vohn discussed the alignment of 117th after discussions with residents. Mr. Vohn stated that the team is doing their best to try and consider all alternatives in the plan for the long term of 20+ years. He gave the example of Akron Avenue (County 73), including studying the utilities and Koch jet fuel pipeline. He further discussed Scenario D, and emphasized their work with stakeholders including commercial businesses and residents. Mr. Vohn indicated areas of constraint including commercial properties and residential parcels or bituminous roadways.

On the map of Scenario D, all the detailed connections and configurations of 73 and 32, are potential roadway connection areas. Mr. Vohn stated that it's not an exact roadway. Furthermore, moving forward and looking at the overall transportation needs are to plan appropriately. The team is working with the county to identify long-term needs to realign the county road system to handle those 20-30 year traffic volumes. The four lane and three lane configurations are being considered to plan for the future. The next phase of the study, will not be grown overnight but could be phased overtime. There are short-term capital improvement projects for the next five years include 117th Street between Rich Valley Blvd and Truck Highway 52 and Akron Avenue to Cliff Road.

The interim improvements on Akron Avenue is a two lane roadway, it would provide left turn lanes, shoulder space with right turn lanes at the key intersections, and rural ditch for drainage. The left and right turn lanes are key safety elements. Other interim options of scenarios could be discussed Scenario B and D (Options 1) \$36M- \$39M or Scenario D (Option 2) \$40M - \$50M. Scenario B would be an interim solution. Scenario D2 would be an interim solution but with a long-term vision for alignment with \$47M-\$60M

Mr. Vohn summarized discussions from Open house #3 and the opinions of stakeholders. Common themes were interim improvements to Akron Avenue. The long-term right of way needs on Akron Avenue, the cost estimations, possible acquisitions, the cut-through traffic concerns, the access and safety for residents along Akron Avenue (specifically driveways) and the need for improvements on 117th Street. Mr. Vohn stressed that the County always has in mind safety and minimizing congestions for future roadways. We will be meeting with residents regarding truck traffic and garbage hauling in the next five years will address those concerns.

Ms. Sebastian concluded that the next steps for the study team will be developing recommendations and final assessment. The improvements will be phased to build lane improvements. The four lane roadway at Akron Ave will not be done in the short-term. More discussion will be needed to define the feasibility of the map of Scenario D for long-term. The study report will be developed in November –December 2015. Then the study team will be back to the City/County meetings for a request of the adoption of the study and recommendation later in the Winter of 2016. Ms. Sebastian stated that updates can be found on the Dakota County websites.

Councilmember Mueller expressed his concerns over communication for the open house and the County's focus on Akron Avenue. Further, he commented that the County could have the roadway swing farther east by the ball park.

Mayor Tourville stated that the purposes of the presentation tonight or in the near future is not to make a decision or get approval from the council tonight. Dakota County representative, Ms. Sebastian concurred with Mayor Tourville. Ms. Sebastian replied that the team is looking at alignments but we are looking at preliminary roadways for Scenario D to see if this option is feasible long-term. She stated that this will require participations and partnerships because the impacts on Akron Avenue could be significant but Ms. Sebastian stated that this is not a decision that is coming forward to the council tonight.

Councilmember Piekarski Krech asked why Akron Ave is being considered when it's a rural residential road. Further, she asked why they're not considering Rich Valley or County Road 71/Cliff Road. Ms. Sebastian commented on growth and development, regional needs and county roadway support. Ms. Sebastian stated drivers are commuting west and going south is not where the studies are showing growth. Mayor Tourville stated that the council still has the ability to ask the County to look at other areas for the alignment.

Councilmember Mueller expressed his discontent with the county regarding the percentage of the cost of the study, the process, communications and the maps.

Public Work Director, Scott Thureen discussed the difficulties with going through this type of study and discussed that the improvements are required. This study is an attempt to start the groundwork so when growth does occur it's easier to go forward with a plan.

Resident, Paul Nelson, 1108 Akron Ave. addressed the city on the concerns of the possible improvements to Akron Ave. He discussed his discontentment with the effect the expansions would have on the neighborhoods, possible assessments, additional vehicles and the advantage to Rosemount residents. Mr. Nelson gave alternate thoughts and requested study results from the county.

Resident, Sara Monn, 11045 Akron Ave. discussed her concern of the interim street improvements, pipeline and safety. She emphasized that the interim does matter to the neighborhood.

Wayne Schmidt, 11680 Alexandria Court commented on the importance of their neighborhood.

Joe Matlesh, 11618 Akron Avenue Court commented on the timeframe on the decision of Cliff Road and who makes that decision and asked who has been corresponding with the Refinery. Mayor Tourville stated that at the open houses those businesses have been in communication with the county.

Tim Wheeler, 11760 Akron Avenue discussed his concerns of a rural neighborhood and the impacts that the roadway expansion would have on the rural road.

Councilmember Hark asked for the presentation to be on the Inver Grove Heights website. Mayor Tourville summarized the next process and commended the efforts.

3. BROADBAND PRESENTATION FROM DAKOTA COUNTY

Broadband was moved to Item 3.

Lisa Alfson from Dakota County CDA presented on the broadband collaboration in the county. HiPP Initiatives. HiPP is a collaborative effort on High Performance Partnerships. Dakota County Communications initiatives was similar to the HiPP efforts. The CDA paid 1/3 of the cost based on population. Craig Eberling was hired to help with the initiatives. The Design Nine began in April 2014. We are an economic development authority, this is a county wide initiative. Mr. Eberling discussed a publicly owned core ring or core network. Mr. Eberling presented the diagram of Modern Broadband Network including Colo Facility (3). This does not mean fiber to the home but would be to be closer and readily assessable. The Fiber would be 30 + year assesst and large capacity to meet the growing needs of residents and business. The fiber optic would be advanced video, HD videoconferencing, digital television, streaming television. Mr. Eberling stated 70% of the broadband is being used at night from usage like Netflix, Hulu and mobile devices. The usage is getting larger and there's an exploration in fiber optic and telecommunications. The demand is growing and is as high as 25%-50% of usage. Some collaboration has been Apple Valley, ISD 196 and Eagan to create shared fiber optic. Another example is NCD4 cities working collaborately with Dakota County and TIES to share fiber. Burnsville and Eagan already have significant fiber assets that could help join the system. This asset helps in economic development for example Scott County and other areas have been able to grab large companies because of broadband availability. Mr. Eberling showed the existing fiber assets within Dakota County that are owned by the city. A consortium would mean a coordination integrated countywide system. The private sector is not developing fiber optic fast enough. Some franchise agreements will not have the benefits and services as before.

Mr. Eberling discussed testimony from cities on problems with their own difficulties with fiber optics. He discussed the current use of other I-Net (existing institutional network). C-Net revenue can offset the starter or first cost of infrastructure and operational costs. He further mentioned the benefits of a consolidated I-Net including reducing costs, improving resiliency and reliability of government services, one fiber maintenance provider, maximizing benefits of future investments, increase bandwidth and speed. He touched on that there may be some revenue that could be captured for the capital investments. Mr. Eberling asked for the city to join the JPA governance model for both the I-Net and the C-Net and includes 21 miles of fiber optic.

Mayor Tourville discussed the NDC4 I-Net with Comcast which includes Mendota Heights, West St. Paul, South St. Paul and Inver Grove Heights. The franchise agreement saved the cities money for a long period of time. The franchise is a great agreement but the fiber is not owned by the city. Mayor Tourville thanked the presenters for attending and presentation.

4. 2016 BUDGET- RECREATION, VMCC, GOLF, ADA, EDA & TIF FUNDS CIP AND CENTRAL EQUIPMENT REPLACEMENT

Ms. Smith, Finance Director presented the items for review: fund balances, cash balances and debt service. Central Equipment Replacement had been pulled from this item.

Ms. Smith stated that the first item to discuss is the TIF Districts there are three districts. The first is TIF 2-1 which is a redevelopment district. The includes payment on 2014 A Bonds, the final payment is due in December 15, 2016. We will decertify that district by the end of 2016. The impacts of the decertification of the districts will be seen in the capital improvement fund

Ms. Smith discussed TIF District 3-1 Springwood Ponds Development related to a housing district. She stated it will set to decertify at the end of 2015. Further, there is an interfund loan to the Water System Improvement Fund. Ms. Smith declared that the city will need to transfer funds to repay the interfund loan of approximately \$432,000.

Ms. Smith discussed TIF District 4-1 Southeast Quad was created under Special Legislation. It is set to decertify in December 31, 2019. Development was not completed on the southeast quadrant property by December 31, 2014 therefore, the city is no longer obligated to pay the developer 90% of increment generated on that property.

Councilmember Bartholomew asked how far along did the city pay for the note. Ms. Smith stated that we never did pay on the note of the Southeast Quad because the developer did not develop the area and there were no qualified items. The note was just under \$2 million. Mayor Tourville stated that there were numerous notices sent to the developer regarding the item.

The next item discussed was the CIP. Ms. Smith stated that as presented the documents provided included capital improvements but not the utility funds. She stated that the total costs are just over \$75 million. Ms. Smith reviewed and commented on the pages provided including the impact to the rate, levy, median income property and value on median residential property. Ms. Smith commented that the Capital Improvement Plan handout provided in the packet is a budget tool that is used to help during the budget process. Ms. Smith went over each section of the packet and the overview of each fund.

Ms. Smith summarized the Tax Rate Impact on Page 10 along with the median value homestead residential property valued at \$207,000 in 2016. Further she summarized the Ehlers recommendations (exhibit M) and the recommendations listed on Page 12 of the report. She discussed the general fund with additions on Page 14 and Page 15 of the report to show all of the impacts.

Mr. Lynch discussed what a CIP means to city staff. He stated that staff looks at the CIP as a needs list and staff identifies what improvement projects the council would deem necessary in the near future. He furthered discussed the debt and impact of the levy and taxes. He discussed the needs of the city including future facilities, park, golf course and street improvement needs. Mr. Lynch clarified that approval of the CIP does not mean you are accepting all the projects listed. Councilmember Mueller questioned the CIP projects. Mr. Lynch reiterated that the CIP is a plan with a list of projects that need to be done in the next five years. Mayor Tourville stated the council gets to decide on each and every item.

Mayor Tourville asked about the Tax Rate and Tax Capacity on page 15 line 81 and commented on the difference of the rate from 2015-2020. Ms. Smith stated that is the combination of the operating general fund levy and debt service levies. Mr. Lynch commented that the reason is the \$20 million dollars in capital improvements. He stated that the largest debt levy amount is because of those projects.

Councilmember Hark asked about the golf course on page 18 and the difference on page 23 from 2018-2020. Ms. Smith stated that in the year 2018-2020 the Community Host Fund would be funded for a short period of time in the amount of \$100,000 as an interfund loan. The \$100,000 would go into the Community Host Fund and then be put into the Central Equipment Fund. Ms. Smith stated that the golf course would still pay \$64,000 beginning in 2018.

Parks and Recreation Director, Mr. Carlson summarized the Recreation budget, there were no significant changes to the budget. There were no significant changes to the programs offered. It is relatively a flat budget in terms of revenue and expenses.

Mr. Carlson discussed the VMCC Community Center budget. He stated that the Community Center will received a contribution from the school district in 2016 of \$100,000. The Department is currently working with the school district on renegotiating the 20 year agreement. Mr. Carlson stated that the Department is expecting a contribution of \$14,000 from the IGH Hockey

Association. Mr. Carlson recapped on the history of the original pledge of \$50,000 a year and now they renegotiated the terms of the contribution to pay over an extended period time but will end up paying the million dollar contribution. Staff projected there cost recovery at 85%, but finished 2014 at 89%.

Mr. Carlson stated that the focus will be to continue to improve the facility, splash pool upgrade, fitness equipment, HVAC equipment and lap pool and pool upgrades. Staff will be proposing an increase to the Community Center's admission fees from \$0.50 to \$2.00. Fees usually increase admission fees every other year.

Mr. Carlson discussed the golf course budget. He stated that the budget projection is based on 50,000 rounds \$36.50 a round, staff will be recommending increasing our rates from \$0.50 to \$1.00. That decision will come in front of the council for the decisions. The budget also includes \$50,000 for building improvements, \$130,000 for capital improvements this will be the first year of the payment. Final payment for the golf carts will be completed in 2018. The 2013 operating debt, the last payment of \$26,000 is included in the budget. Mr. Carlson stated that there are no other significant changes proposed. Mr. Carlson spoke regarding the Parks Commission subcommittee has been working together to discuss the golf course capital improvements. The committee recommended to bid the project as is and wait until real numbers come in and then the committee would red line the items to get the budget decreased.

Councilmember Bartholomew asked about the temporary staff cut of \$225,000 – \$204,000. Mr. Carlson explained that there will be a reduction of staff with the change in the location of the ball machines and instead the golf course would have patrons use tokens. Councilmember Bartholomew asked how staff came up with the liquor intoxicating budget amount of \$65,000 in revenue. Matt Moynihan, Golf Manager discussed his reasoning for the proposed budget numbers. The estimated budget was \$100,000 in revenue.

Eric Carlson discussed the ADA fund, and summarized the future building modifications. No impairments or complaints have been received.

Tom Link, Community Development Director discussed the EDA budget. Mr. Link stated that there are minor increases to the Open to Business Contract and Recording Clerk increase due to development. Mr. Lynch discussed the need for the EDA to be financed and are currently assembling that information for further discussion.

Mayor Tourville commended Ms. Smith on the Q & A handout and other information that was provided.

5. RENTAL LICENSE ORDINANCE AND RENTAL LICENSE FEES

Mr. Link overviewed the rental license ordinance and fees. Mr. Link overviewed the software (interfacing with code enforcement, building and fire department). The funding would come from

the Technology Fund and would be paid back over a three year period. Mr. Link will bring this item forward at a later date.

Mr. Link stated that they estimate 450 of potential rental properties. That would include single family and townhomes that are listed as non-homestead residential properties in the Dakota County Tax records which is currently listed at 423. The estimate includes 30 apartment buildings.

Mr. Link stated that the estimate costs are \$24,000 including operational and capital (software) costs. Mr. Link looked at other cities operational needs that were provided in the council packet.

Councilmember Piekarski Krech commented on the low cost of the rental properties. Mr. Link discussed the comparison expenses and revenues of other cities. Mr. Link stated that they are taking the current costs and divided them into the dwelling units fees. He stated that the city has to be reactive and complaint driven so the costs should be lower than other comparative cities. Councilmember Piekarski Krech asked about the staff costs. Mr. Link stated that the staff cost estimate is in the amount and remains low because it's a reactive and complaint driven program. South St. Paul, West St. Paul and Cottage Grove is not reactive, it's a proactive program.

Mr. Link discussed Salem Green apartments. He explained that the fee would be \$6,000 every two years for the license. There will be more complaints because it's a large apartment complex. With more demand and complaints the cost would be more. Mr. Link asked for the council's guidance. Councilmember Mueller asked on the duration of the license. Mr. Link stated the license fee would be every two years. He commented on how the rental properties will be notified. Mr. Link stated that staff will send out notifications and put information on the website and newsletters.

Councilmember Piekarski Krech asked about nursing homes. Mr. Link replied that if it's a senior rental with market rates or they are not licensed through the state than a rental license would be needed. Mayor Tourville commented that council is ready to have this brought to a council meeting for a decision. Mr. Link asked about the fees. Councilmember Piekarski Krech stated that she doesn't want to lose money on the rental program. Mayor Tourville directed staff to look into the fees. Mr. Link will look into covering the finance and the costs.

A discussion was had on the level of investigation, or a basic background check investigation on landlords, managers, property owners etc. Mr. Link stated the Police Department does not currently have the staff to conduct the investigations. The council discussed the investigation portion at length. Mary T'Kach, 7848 Babcock Trail discussed concerns of the Housing Committee over background checks. Mr. Link summarized that staff will take into consideration the thoughts and comments discussed and he will come back to the council for a decision.

6. DISCUSS GUARANTEED ENERGY SAVINGS AGREEMENT

Mr. Carlson introduced the energy replacement roof topic. Mr. Kuntz discussed the raising question which was should the city enter into a Guarantee Energy Savings Contract with Apex Arena solutions (SBC). Mr. Kuntz state that the eligibility of the city was being scrutinized in relation to the roof. The roof was 75% of the costs. The energy savings would probably save \$1,000 a year in terms of energy savings. Further he added that the thought is that the city do the roof and bid it out with the other upgrades but that it would not be under the energy savings agreement.

Mr. Carlson reviewed the information provided to the council. He stated that the roof will be done but not under a guarantee energy savings measure. Annually 7,860,090 electricity is used in the city and 3,374,850 is used annually by the Community Center. He referred to the list of the handout. Apex Arena Solutions came to the city and looked at things that the city could address and gave a list of recommendations. Mr. Carlson stated that through the contract we would pay \$447,754 and see \$41,000 in guaranteed savings in energy reduction and \$7,000 payback from Xcel of 6.5 years. Apex must guarantee the savings which are protected by a bond.

Councilmember Bartholomew asked about the engineering of the roof and whether it is able to hold the solar panels. Mr. Carlson replied yes. Councilmember Bartholomew asked about the possibility of the roof leaking. Mr. Carlson explained the issues with the roof and where the solar panels will rest. Councilmember Piekarski Krech asked about the velocity of the wind. Mr. Carlson stated that the solar panels are not owned and are not financially responsible for the panels, the third party is responsible. Councilmember Piekarski Krech stated she is nervous that this business could go out of business. Mr. Carlson further summarized the benefits of the report and the cost. Councilmember Hark asked about technology improvements and whether this will remain a technology improvement over the 20 year time. Mr. Carlson will look into Councilmember Hark's questions. Mr. Carlson summarized the projects reduction amount of energy used. Mr. Kuntz discussed briefly the option of carrying the 3% of the guaranteed amount.

Overall, the Council directed staff to crunch the numbers so they fully understand the total risk to the city.

7. ADJOURN: Motion by Hark, seconded by Barthlomew to adjourn the meeting. Motion was carried unanimously. Meeting adjourned at 10:27pm.

**INVER GROVE HEIGHTS CITY COUNCIL MEETING
MONDAY, OCTOBER 12, 2015 - 8150 BARBARA AVENUE**

1. CALL TO ORDER and 2. ROLL CALL

The City Council of Inver Grove Heights met in regular session on Monday, September 14, 2015, in the City Council Chambers. Mayor Tourville called the meeting to order at 7:00 p.m. Present were Council members Bartholomew, Hark, Mueller and Piekarski Krech; City Administrator Lynch, City Attorney Kuntz, Community Development Director Link, City Clerk Tesser, Parks and Recreation Director Carlson, Finance Director Smith, Public Works Director Thureen, Police Chief Stanger and Fire Chief Thill.

3. PRESENTATIONS: None.

4. CONSENT AGENDA:

- A. Minutes of September 14, 2015 Regular City Council Meeting
- B. Resolution Approving Disbursements for Period Ending October 6, 2015
- C. Resolution Memorializing Findings of Fact and Reasons for Denial Relating to the Land Use Requests of Athlos Preparatory Academy
- D. Consider Resolution Accepting Proposal from Emmons & Olivier Resources, Inc. (EOR) for a Hydrologic Modeling Report for the Northwest Area (NWA) South Robert Trail (T.H. 3) Watershed Corridor
- E. Dakota County's 2016-2020 Capital Improvement Program
- F. Consider Approval of Land Alteration Permit No. C-096-15 at 10333 Barnes Way
- G. Consider a Resolution Approving Special Assessment Deferral for City Project No. 2015-09E – 47th Street Area Reconstruction
- H. Amend Assessment Roll for 2015 Pavement Management Program, City Project No. 2015-09E – 47th Street Area Reconstruction to Reflect Credits for the Residential Driveway Restoration Program Participation
- I. Personnel Actions

Mr. Lynch stated that Item 4J. was added to the agenda. Councilmember Piekarski Krech read the item 4J. Consider Resolution Rescheduling the Public Hearing Date for City Project No. 2015-16- Northwest Area Truck Utility Improvements, Argenta District (Blackstone Ridge/Argenta Trail Improvements).

Motion by Mueller, second by Piekarski Krech, to approve the Consent Agenda 4.A- 4.J. 4D and 4E was pulled by Councilmember Bartholomew

Ayes: 5

Nays: 0 Motion carried.

Councilmember Bartholomew pulled items 4D and 4E.

Councilmember Bartholomew asked Mr. Thureen to discuss item 4D at length. Councilmember Bartholomew discussed his concern of using the same consultant and expressed his feeling as to why the city should expand their consultant search. He further stated that Mr. Thureen had good reasons for why staff chooses Emmons & Olivier and asked that Mr. Thureen also explain his reasons to the council.

Mr. Thureen discussed item 4D. This stated that it would be a feasibility study for emergency overflows for the emergency water basins for a portion of the Northwest Area. This was identified as a need in 2006. The plan would identify the alignment and then do a cost estimation on a feasibility bases. The driver on this is the two developments that are a part of the regional basins one is Blackstone Ridge and the second one is Hanna Meadows which would be in the NE corner of 70th Street and Truck Highway 3. The emergency flow would go down through the series of basins to Argenta Hills. The purpose of the study is to define the entire overflow system. Shortly he stated that the city would need to do a study on the roundabout with the county at 70th and Highway 3 and other future developments. It is staff's concern

to get this feasibility study moving because of the timing with the active planning and design occurring along with major arterials 70th St and Hwy 3.

Mr. Thureen overviewed why staff recommends working with Emmons & Olivier. Staff's comfort level with the agency is high because they developed the first model for this specific purpose and have the historical knowledge. Mr. Thureen stated that other firms were considered.

Councilmember Bartholomew discussed the 240 hours estimated and felt the estimate was at the high end. Mr. Thureen stated that staff would help offset those estimated hours to save cost. Mr. Thureen stated that storm water is more time intensive and complicated in terms of design and what's involved. It is not similar to the city's water system.

Councilmember Piekarski Krech stated that we have given them great projects and that Emmons & Olivier have won National awards. Councilmember Mueller stated he thought it was high staff estimated time as well.

Councilmember Hark asked if historically they spend the amount that the consultant estimated. Mr. Thureen stated that most of the work has been development related. He said the cost is usually higher because of the process but it is not the fault of the consultant.

Mayor Tourville asked if out of the three firms if the ballpark was around \$150 dollars an hour. Mr. Thureen stated that at a principal they are between \$130-\$150 an hour. Mayor Tourville stated that they are quoting \$250 dollars an hour. Mr. Thureen stated it comes down to quality of staff who are working on the project. Councilmember Bartholomew summarized the total cost estimated on Page 3 on the memo provided to the council. He stated it's estimated at about 620 hours for the total task. Councilmember Hark wanted to state that this firm has the familiarity. The council requested Mr. Thureen to look at the other two firm's costs to compare the cost estimates of Emmons & Olivier.

Councilmember Bartholomew asked Mr. Thureen to discuss item 4E. Dakota County's 2016-2020 Capital Improvement Program. He expressed concerns that if we accept this CIP are we accepting the Akron Avenue plan? Mayor Tourville stated that we are not approving the design or plan. Councilmember Hark stated that there is an explicit agreement here within the CIP. Councilmember Bartholomew would like to wordsmith the CIP before the council approves.

Mr. Lynch stated we understand the explicit agreement. All plans including design have to be approved by the city. If you lose a placeholder than it may not come back for another five years and won't be placed on the forefront of the budget. Mr. Lynch agreed that the dates or contingency language could be altered to help with the council's comfort level. Further he stated that Dakota County understands the council's concern. Mayor Tourville would like that contingency language for all the projects.

Councilmember Bartholomew would like the dates moved back to 2018, 2019 and 2020. Mr. Thureen, stated he had crafted a Whereas clause and read the clause out loud to the council. And spoke about changing the dates of by one year to 2017. Councilmember Piekarski Krech stated her concerns with the Akron Avenue design. Mayor Tourville and Councilmember Hark expressed concern over the possible downside of pushing the project back by a year and losing the city's leverage. Mr. Thureen stated that the county has not finalized the study on Akron Avenue. Councilmember Hark asked what the consequence is if the city does not approve the CIP. Mr. Lynch stated that the projects would get dropped from the CIP and they may or may not come back on the CIP for many years. Councilmember Bartholomew stated that the city will need to bring forward an approval of the CIP with changes so they are not backed into a corner. Mayor Tourville summarized the need for the approval of the CIP with the contingent language read by Mr. Thureen.

Motion by Hark, second by Bartholomew to approve the CIP with the additional contingency language.

Ayes: 5

Nays: 0 Motion carried.

5. PUBLIC COMMENT:

Two letters from Allan Cederberg and one letter from Edward Joseph were officially accepted. Mr. Lynch stated that Mr. Cederberg has received responses and Mr. Joseph will receive a response from staff.

Motion by Piekarski Krech, second by Hark to accept the letters in the record.

Ayes: 5

Nays: 0 Motion carried.

6. PUBLIC HEARINGS:

The Public Hearing opened at 7:38PM. Mr. Lynch summarized the background of the item. Assistant City Attorney Bridgett McCauley Nason presented to the council to consider amending the Inver Grove Heights City Code by Adding Title 4, Chapter 12 Related to Tobacco and Electronic Delivery Sampling Ordinance.

Ms. McCauley Nason discussed that on September 8, 2015 Work Session the City Council provided direction to City Staff to prepare a revised ordinance which would prohibit the sampling of tobacco products at retail establishments within the City and would also limit the sampling of electronic delivery devices to establishments currently in existence within the City.

Councilmember Hark asked if the ordinance has language that states if a business moves location that their still allowed to sample. Ms. Nason stated that the language is on 4-12-2: Sampling Prohibited.

Councilmember Piekarski Krech asked what happens if an existing business expands and adds another location. Ms. Nason stated that the intent was to allow the business to change locations but the ordinance did not specifically address that.

Councilmember Bartholomew asked if the license is a non transferable license could a business owner with the same addresses be grandfathered into that license? Ms. Nason stated that she would have to look into the Dakota County licensing process to see if a license is non-transferable. Councilmember Bartholomew further asked Ms. Nason to see if we can grandfather in those businesses.

Mr. Lynch stated staff recommends not to allow an existing business to sell their business and be able to transfer the license. The more businesses that you allow to sample it creates additional monitoring for city staff. Mr. Lynch recommends reducing the allowed vaping by not transferring the license. This also allows the city stay within the regulations of the Indoor Clean Air Act.

Mayor Tourville stated other cities are allowing sampling but with non nicotine products. Ms. Nason stated that that staff had concerns over enforcement, specifically the difficulty with enforce sampling of would not non-nicotine vs. nicotine juices.

Councilmember Hark, stated that the grandfathering in a business is a compromise. If someone sells their business they shouldn't be grandfathered in to continue to sample the products.

Attorney Mr. Kuntz stated that the license should end with the entity. But posed the question to the council that if the entity is an LLC or business does that mean that if the majority of the business sells it would lose its license. Councilmember Hark stated it would have to. Mr. Lynch stated that the license

process starts with the new owner and is non transferable. Councilmember Mueller stated his concern for the business owner to sell their business in the future.

Councilmember Bartholomew stated that we should keep it as simple as we can and allow for the grandfathering of the business. Mr. Kuntz asked if the grandfathered retail establishment has the right to a second retail establishment. If the answer is no, then language needs to be added so it is understood. Mayor Tourville stated that an existing business cannot expand the business location to another location.

Motion by Batholomew, second by Hark to accept the first reading of the ordinance.

Ayes: 5

Nays: 0 Motion carried.

7. REGULAR AGENDA:

COMMUNITY DEVELOPMENT:

A. XCEL ENERGY; Consider the following requests for property located at 10326 South Robert Trail:

a) A Resolution relating to a Conditional Use Permit to construct a 3,200 square foot building.

b) A Resolution relating to a Variance from exterior building material requirements

Community Development Director, Tom Link presented the items. Mr. Link stated that the applicant is requesting a conditional use permit to add a 3,200 square foot building to the Xcel Energy Wescott campus. The building would be located on the east side of the 150 acre property. He stated that there is also a variance being requested for the exterior building material requirement to allow steel siding to match the existing buildings on the property. Mr. Link stated that the construction of the 3,200 square foot building requires a 4/5ths vote. The proposed building meets and exceeds all setback requirements. The request meets the CUP criteria relating to the Comprehensive Plan and zoning consistency. Planning staff and the Planning Commission recommended approval of the Conditional Use Permit and Variance.

Mayor Tourville discussed the visibility of the new business and emphasized that he supports the steel siding because its not visible to the public. Xcel representative, Jake Sedlacek, 10326 South Robert Trail stated that he understands that each variance is approved by its own merit.

Motion by Piekarski Krech second Mueller to approve Resolutions a) and b).

Ayes: 5

Nays: 0 Motion carried.

8. MAYOR & COUNCIL COMMENTS

Councilmember Hark stated that he attended the Fire Department open house and commented that it was well attended and that he learned a lot.

Mayor Tourville reminded residents to remember to change their batteries of the fire monitors.

Mr. Link is scheduling meetings for the October 28, 2015 to discuss the NWA Fees.

9. ADJOURN: Motion by Piekarski Krech, second by Bartholomew to adjourn. The meeting was adjourned by a unanimous vote at 8:05p.m.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Meeting Date: November 9, 2015
 Item Type: Consent
 Contact: Kristi Smith 651-450-2521
 Prepared by: Bill Schroepfer, Accountant
 Reviewed by: N/A

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

PURPOSE/ACTION REQUESTED

Approve the attached resolution approving disbursements for the period of October 21, 2015 to November 3, 2015.

SUMMARY

Shown below is a listing of the disbursements for the various funds for the period ending November 3, 2015. The detail of these disbursements is attached to this memo.

General & Special Revenue	\$457,352.63
Debt Service & Capital Projects	460,198.03
Enterprise & Internal Service	66,022.20
Escrows	31,777.21
	<hr/>
Grand Total for All Funds	<u><u>\$1,015,350.07</u></u>

If you have any questions about any of the disbursements on the list, please call Kristi Smith, Finance Director at 651-450-2521.

Attached to this summary for your action is a resolution approving the disbursements for the period October 21, 2015 to November 3, 2015 and the listing of disbursements requested for approval.

DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. _____

**RESOLUTION APPROVING DISBURSEMENTS FOR THE
PERIOD ENDING November 3, 2015**

WHEREAS, a list of disbursements for the period ending November 3, 2015 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	\$457,352.63
Debt Service & Capital Projects	460,198.03
Enterprise & Internal Service	66,022.20
Escrows	31,777.21
Grand Total for All Funds	<u><u>\$1,015,350.07</u></u>

Adopted by the City Council of Inver Grove Heights this 9th day of November, 2015.

Ayes:

Nays:

George Tourville, Mayor

ATTEST:

Michelle Tesser, City Clerk



Expense Approval Report

By Fund

Payment Dates 10/21/2015 - 11/3/2015

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
3M	05077789	10/21/2015	5918140	101.44.6000.451.60045	50.00
ACE PAINT & HARDWARE	526045/5	10/28/2015	501126	101.44.6000.451.60040	64.99
ACE PAINT & HARDWARE	525923/5	10/21/2015	501126	101.44.6000.451.60012	2.70
ACE PAINT & HARDWARE	525923/5	10/21/2015	501126	101.44.6000.451.60040	9.98
ACE PAINT & HARDWARE	525924/5	10/21/2015	501126	101.44.6000.451.60040	(4.99)
ACE PAINT & HARDWARE	525951/5	10/21/2015	501126	101.44.6000.451.40047	18.46
ACE PAINT & HARDWARE	525962/5	10/28/2015	501126	101.44.6000.451.40040	57.89
ACE PAINT & HARDWARE	525972/5	10/21/2015	501126	101.44.6000.451.60012	2.49
ACE PAINT & HARDWARE	525262/5	10/28/2015	501126	101.42.4200.423.60065	23.99
ADVANCED GRAPHIX, INC.	193300	10/28/2015	10/22/15	101.42.4000.421.50030	61.75
AFSCME COUNCIL 5	INV0046611	10/16/2015	UNION DUES (AFSCME FAIR SI	101.203.2031000	66.08
AFSCME COUNCIL 5	INV0046612	10/16/2015	UNION DUES (AFSCME FULL S	101.203.2031000	779.62
AFSCME COUNCIL 5	INV0046613	10/16/2015	UNION DUES (AFSCME FULL S	101.203.2031000	86.00
AT & T MOBILITY	287237771092X101220	10/21/2015	287237771092	101.41.1000.413.50020	185.52
AT & T MOBILITY	287237771092X101220	10/21/2015	287237771092	101.43.5100.442.50020	65.24
BARNA, GUZY, & STEFFEN LTD	150416	10/21/2015	50003-005	101.41.1100.413.30430	923.00
BARR ENGINEERING COMPANY	23190328.15-6	10/21/2015	2015 PROJECT REVIEWS/STUI	101.43.5100.442.30300	3,640.00
BITUMINOUS ROADWAYS, INC.	24866	10/21/2015	35266	101.43.5200.443.60016	207.97
BREMER BANK	9/22/15	10/28/2015	FIRE PREVENTION CONTEST F	101.42.4200.423.30700	185.50
CA DEPT OF CHILD SUPPORT SERVICES	INV0046866	10/30/2015	MIGUEL GUADALAJARA FEINT	101.203.2032100	279.69
CITY OF MINNEAPOLIS RECEIVABLES	400413006397	10/28/2015	612005356	101.42.4000.421.30700	2,101.50
COLLINS ELECTRICAL CONST.	1531379.01	10/28/2015	10/13/15	101.43.5400.445.40042	3,243.36
COLLINS ELECTRICAL CONST.	1531671.01	10/28/2015	10/13/15	101.43.5400.445.40042	3,800.73
CRAWFORD DOOR SALES COMPANY	20271	10/21/2015	4373	101.42.4200.423.40040	804.75
CT TECHNOLOGIES CO	29697	10/21/2015	S11337	101.45.3300.419.60040	260.00
DAKOTA COUNTY TECHNICAL COLLEGE	00130609	10/28/2015	00092312	101.42.4000.421.50080	225.00
DAKOTA CTY FINANCIAL SVCS	00017850	10/28/2015	P0001754	101.42.4000.421.70501	55,073.70
DATA FLOW	19752	10/21/2015	10/8/15	101.41.2000.415.50030	329.56
EFTPS	INV0046632	10/16/2015	FEDERAL WITHHOLDING	101.203.2030200	42,555.71
EFTPS	INV0046634	10/16/2015	MEDICARE WITHHOLDING	101.203.2030500	11,961.06
EFTPS	INV0046635	10/16/2015	SOCIAL SECURITY WITHHOLD	101.203.2030400	37,844.46
EFTPS	INV0046637	10/16/2015	FEDERAL WITHHOLDING	101.203.2030200	631.37
EFTPS	INV0046639	10/16/2015	MEDICARE WITHHOLDING	101.203.2030500	124.82
EFTPS	INV0046700	10/20/2015	FEDERAL WITHHOLDING	101.203.2030200	8.25
EFTPS	INV0046702	10/20/2015	MEDICARE WITHHOLDING	101.203.2030500	4.96
EFTPS	INV0046703	10/20/2015	SOCIAL SECURITY WITHHOLD	101.203.2030400	21.20
FIRSTSCRIBE	2467423	10/21/2015	10/1/15	101.43.5100.442.40044	250.00
GENESIS EMPLOYEE BENEFITS ACH ON	INV0046616	10/16/2015	HSA ELECTION-FAMILY	101.203.2032500	2,605.42
GENESIS EMPLOYEE BENEFITS ACH ON	INV0046617	10/16/2015	HSA ELECTION-SINGLE	101.203.2032500	2,849.67
GENESIS EMPLOYEE BENEFITS, INC	IN632073	10/21/2015	Invoice	101.41.1100.413.30550	22.50
GENESIS EMPLOYEE BENEFITS, INC	IN632073	10/21/2015	Invoice	101.41.2000.415.30550	67.56
GENESIS EMPLOYEE BENEFITS, INC	IN632073	10/21/2015	Invoice	101.42.4000.421.30550	238.90
GENESIS EMPLOYEE BENEFITS, INC	IN632073	10/21/2015	Invoice	101.42.4200.423.30550	14.00
GENESIS EMPLOYEE BENEFITS, INC	IN632073	10/21/2015	Invoice	101.43.5000.441.30550	14.80
GENESIS EMPLOYEE BENEFITS, INC	IN632073	10/21/2015	Invoice	101.43.5100.442.30550	51.92
GENESIS EMPLOYEE BENEFITS, INC	IN632073	10/21/2015	Invoice	101.43.5200.443.30550	35.51
GENESIS EMPLOYEE BENEFITS, INC	IN632073	10/21/2015	Invoice	101.44.6000.451.30550	50.47
GENESIS EMPLOYEE BENEFITS, INC	IN632073	10/21/2015	Invoice	101.45.3000.419.30550	18.75
GENESIS EMPLOYEE BENEFITS, INC	IN632073	10/21/2015	Invoice	101.45.3200.419.30550	15.95
GENESIS EMPLOYEE BENEFITS, INC	IN632073	10/21/2015	Invoice	101.45.3300.419.30550	22.00
GERTENS	372491/1	10/21/2015	103566	101.43.5200.443.60016	155.55
GRAINGER	9857335252	10/21/2015	806460150	101.44.6000.451.40047	7.38
GRAINGER	9857335260	10/21/2015	806460150	101.44.6000.451.40047	64.02
HOME DEPOT CREDIT SERVICES	10/13/15 6035 3225 025	10/28/2015	6035 3225 0255 4813	101.42.4200.423.60018	135.41
HOME DEPOT CREDIT SERVICES	10/8/15 6035 3220 171	10/28/2015	6035 3220 1712 8343	101.44.6000.451.40040	15.44
HOME DEPOT CREDIT SERVICES	10/8/15 6035 3220 171	10/28/2015	6035 3220 1712 8343	101.44.6000.451.60040	65.97
ICMA MEMBERSHIP RENEWALS	2016 DUES	10/28/2015	DUES - J. LYNCH	101.41.1100.413.50070	1,078.40
ICMA RETIREMENT TRUST - 457	INV0046618	10/16/2015	ICMA-AGE <49 %	101.203.2031400	3,672.24
ICMA RETIREMENT TRUST - 457	INV0046619	10/16/2015	ICMA-AGE <49	101.203.2031400	4,297.30
ICMA RETIREMENT TRUST - 457	INV0046620	10/16/2015	ICMA-AGE 50+ %	101.203.2031400	1,213.46
ICMA RETIREMENT TRUST - 457	INV0046621	10/16/2015	ICMA-AGE 50+	101.203.2031400	4,624.36
ICMA RETIREMENT TRUST - 457	INV0046622	10/16/2015	ICMA (EMPLOYER SHARE ADM	101.203.2031400	76.62

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
ICMA RETIREMENT TRUST - 457	INV0046630	10/16/2015	ROTH IRA (AGE 49 & UNDER)	101.203.2032400	874.24
ICMA RETIREMENT TRUST - 457	INV0046631	10/16/2015	ROTH IRA (AGE 50 & OVER)	101.203.2032400	100.00
ING DIRECT	INV0046636	10/16/2015	MSRS-HCSP	101.203.2032200	36,263.60
INSIGHT EDGE	1434	10/28/2015	10/21/15	101.42.4000.421.30700	1,700.00
ITL PATCH COMPANY, INC.	32039	10/28/2015	15-3200	101.42.4000.421.60045	432.45
JUST RITE CONST INC	961502	10/21/2015	9/10/15	101.44.6000.451.40047	7,020.00
JUST RITE CONST INC	961503	10/21/2015	9/10/15	101.44.6000.451.40047	480.00
KENISON, TERRI	SEPT 2015	10/28/2015	SEPT 2015	101.42.4200.423.30700	850.00
LANGUAGE LINE SERVICES	3693538	10/21/2015	9020909043	101.42.4000.421.50020	106.80
LOCAL GOVERNMENT INFORMATION SY	40829	10/21/2015	106325	101.42.4000.421.70501	1,735.00
LOCAL GOVERNMENT INFORMATION SY	40839	10/28/2015	111541	101.42.4200.423.30700	118.00
LONE OAK GRAPHICS INC	36928	10/21/2015	8150	101.41.1000.413.50030	30.85
MADISON NATIONAL LIFE INSURANCE C	1186851	10/21/2015	101243900000000	101.203.2031700	2,500.21
MINNESOTA DEPARTMENT OF HUMAN S	INV0046867	10/30/2015	JUSTIN PARRANTO FEIN/TAXP	101.203.2032100	300.41
MN DEPT OF REVENUE	INV0046633	10/16/2015	STATE WITHHOLDING	101.203.2030300	17,617.25
MN DEPT OF REVENUE	INV0046638	10/16/2015	STATE WITHHOLDING	101.203.2030300	245.33
MN DEPT OF REVENUE	INV0046701	10/20/2015	STATE WITHHOLDING	101.203.2030300	4.42
MN DEPT OF REVENUE	INV0046875	10/30/2015	LETTER ID: L1895525440 - BER	101.203.2031900	638.77
MN LIFE INSURANCE CO	NOVEMBER 2015	10/28/2015	POLICY #0027324	101.203.2030900	2,903.79
MN LIFE INSURANCE CO	NOVEMBER 2015	10/28/2015	POLICY #0027324	101.42.4000.421.20620	(68.20)
MN STATE FIRE DEPT ASSOC	2016 DUES	10/28/2015	2016 MSFDA MEMBERSHIP DU	101.42.4200.423.50070	450.00
OXYGEN SERVICE COMPANY, INC	03315806	10/21/2015	00-0055077	101.42.4000.421.60065	417.45
PEARL VALLEY ORGANIX, INC.	56148	10/28/2015	00086269	101.44.6000.451.60030	5,885.10
PEARL VALLEY ORGANIX, INC.	56149	10/28/2015	00086270	101.44.6000.451.60030	5,899.14
PERA	INV0046624	10/16/2015	PERA COORDINATED PLAN	101.203.2030600	32,913.46
PERA	INV0046625	10/16/2015	EMPLOYER SHARE (EXTRA PE	101.203.2030600	2,531.89
PERA	INV0046626	10/16/2015	PERA DEFINED PLAN	101.203.2030600	69.23
PERA	INV0046627	10/16/2015	EMPLOYER SHARE (PERA DEF	101.203.2030600	69.23
PERA	INV0046628	10/16/2015	PERA POLICE & FIRE PLAN	101.203.2030600	12,016.08
PERA	INV0046629	10/16/2015	EMPLOYER SHARE (POLICE &	101.203.2030600	18,024.16
PETTY CASH - POLICE	10/21/15	10/21/2015	PETTY CASH REQUEST	101.42.4000.421.50075	103.08
PETTY CASH - POLICE	10/21/15	10/21/2015	PETTY CASH REQUEST	101.42.4000.421.60065	8.40
PINE BEND PAVING, INC.	15-679	10/28/2015	10/6/15	101.44.6000.451.40046	246.78
PINE BEND PAVING, INC.	15-660	10/21/2015	9/29/15	101.43.5200.443.60016	172.43
SHORT ELLIOTT HENDRICKSON, INC.	304425	10/21/2015	4340	101.43.5100.442.30300	2,143.69
SIRCHIE FINGER PRINT LABORATORIES	0225872-IN	10/21/2015	0762702	101.42.4000.421.60065	417.45
SIRCHIE FINGER PRINT LABORATORIES	0217207-IN	10/28/2015	00-0055077	101.42.4000.421.60065	428.63
SPRINT	842483314-167	10/28/2015	Invoice	101.41.1000.413.50020	69.98
SPRINT	842483314-167	10/28/2015	Invoice	101.41.1100.413.50020	69.98
SPRINT	842483314-167	10/28/2015	Invoice	101.41.2000.415.50020	34.99
SPRINT	842483314-167	10/28/2015	Invoice	101.42.4000.421.50020	34.99
SPRINT	842483314-167	10/28/2015	Invoice	101.42.4200.423.50020	34.99
SPRINT	842483314-167	10/28/2015	Invoice	101.43.5000.441.50020	34.99
SPRINT	842483314-167	10/28/2015	Invoice	101.44.6000.451.50020	34.99
SPRINT	842483314-167	10/28/2015	Invoice	101.45.3000.419.50020	34.99
STRAIGHT RIVER MEDIA	1302	10/28/2015	NOVEMBER-DECEMBER 2015	101.41.1100.413.50032	900.00
STREICHER'S	I1175331	10/21/2015	285	101.42.4000.421.60045	125.96
STREICHER'S	I1175340	10/21/2015	285	101.42.4000.421.60045	262.98
STREICHER'S	I1176304	10/28/2015	285	101.42.4000.421.60045	210.98
STREICHER'S	I1176691	10/28/2015	285	101.42.4000.421.60045	71.00
STREICHER'S	I1176761	10/28/2015	285	101.42.4000.421.60045	17.97
T MOBILE	10/8/15 494910368	10/21/2015	494910368	101.43.5100.442.50020	49.99
TASER INTERNATIONAL, INC.	SI1416104	10/28/2015	115181	101.42.4000.421.60018	286.46
TOTAL CONSTRUCTION & EQUIP.	65538	10/28/2015	CIT001	101.44.6000.451.40047	98.80
TOTAL CONSTRUCTION & EQUIP.	65605	10/28/2015	CIT001	101.44.6000.451.40047	98.80
TRACTOR SUPPLY CREDIT PLAN	9/20/15 6035 3012 0011	10/28/2015	6035 3012 0018 3679	101.43.5200.443.60045	31.98
TWIN CITIES OCCUPATIONAL HEALTH P	T46112387	10/21/2015	T46112387	101.41.1100.413.30500	495.00
TWIN CITY MARINA	13592	10/28/2015	10/15/15	101.43.5200.443.40046	1,140.00
TYLER TECHNOLOGIES, INC	025-0138228	10/28/2015	41443	101.41.2000.415.40044	438.00
ULINE	71326163	10/21/2015	11482624	101.42.4000.421.60065	58.13
UNIFIRST CORPORATION	090 0273230	10/21/2015	1051948	101.43.5200.443.60045	33.71
UNIFIRST CORPORATION	090 0273230	10/21/2015	1051948	101.44.6000.451.60045	23.61
UNIFIRST CORPORATION	090 0274206	10/28/2015	1051948	101.43.5200.443.60045	27.80
UNIFIRST CORPORATION	090 0274206	10/28/2015	1051948	101.44.6000.451.60045	29.52

Fund: 101 - GENERAL FUND

347,759.62

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
BENGTSON, NICOLE	10/28/15 REIMBURSE	10/28/2015	REIMBURSE - OCTOBER	201.44.1600.465.50065	65.38
BENGTSON, NICOLE	10/28/15 REIMBURSE	10/28/2015	REIMBURSE - OCTOBER	201.44.1600.465.50075	17.57
ECM PUBLISHERS, INC	0915444389	10/21/2015	444389	201.44.1600.465.50025	14.93
HOLIDAY INN EXPRESS	1746	10/21/2015	523903252	201.44.1600.465.50025	216.08
MN ASSOC OF CONVENTION & VISITORS	201	10/28/2015	ATTENDANCE FEE FOR MACVI	201.44.1600.465.50080	20.00
RIVER HEIGHTS CHAMBER OF COMMER	5705	10/28/2015	OCTOBER 2015	201.44.1600.465.30700	1,750.00
RIVER HEIGHTS CHAMBER OF COMMER	5705	10/28/2015	OCTOBER 2015	201.44.1600.465.40065	200.00

Fund: 201 - C.V.B. FUND

2,283.96

ACE PAINT & HARDWARE	525754/5	10/21/2015	501126	204.44.6100.452.60009	57.43
DELICH, BOB	10/19/15	10/28/2015	2015 CONDUCT FEE REFUND	204.228.2280100	50.00
GENESIS EMPLOYEE BENEFITS, INC	IN632073	10/21/2015	Invoice	204.44.6100.452.30550	13.92
GRESHOWAK, PHILLIP	10/19/15	10/28/2015	2015 CONDUCT FEE REFUND	204.228.2280100	100.00
GROTH, MICHAEL	10/19/15	10/28/2015	2015 CONDUCT FEE REFUND	204.228.2280100	50.00
HAMILTON, MATTHEW	10/19/15	10/28/2015	2015 CONDUCT FEE REFUND	204.228.2280100	50.00
IGH SENIOR CLUB	10/2/15	10/21/2015	AUGUST/SEPTEMBER 2015	204.227.2271000	406.00
IGH/SSP COMMUNITY EDUCATION	10/2/15	10/21/2015	JULY-SEPT 2015	204.227.2271000	3,038.00
KRUEGER, EARL	10/19/15	10/28/2015	2015 CONDUCT FEE REFUND	204.228.2280100	50.00
KRUMRIE, MATT	10/19/15	10/28/2015	2015 ADULT REFUND	204.228.2280100	50.00
MANKOWSKI, STAN	10/19/15	10/28/2015	2015 CONDUCT FEE REFUND	204.228.2280100	50.00
MARSDEN, SAM	10/19/15	10/28/2015	2015 CONDUCT FEE REFUND	204.228.2280100	50.00
MAYER ARTS INC	2811	10/28/2015	WISH UPON A BALLET	204.44.6100.452.30700	691.50
NESHEIM, MARK	10/19/15	10/28/2015	2015 CONDUCT FEE	204.228.2280100	50.00
NORDSTROM, MARK	10/19/15	10/28/2015	2015 CONDUCT FEE REFUND	204.228.2280100	50.00
PETERS, JOHN	10/19/15	10/28/2015	2015 CONDUCT FEE REFUND	204.228.2280100	50.00
SALAVA, JOE	10/19/15	10/28/2015	2015 CONDUCT FEE	204.228.2280100	50.00
SOUTH ST PAUL UMPIRES ASSOC	10/12/15	10/28/2015	FINAL SUMMER BILLING	204.44.6100.452.30700	2,268.00
UNGLESBEE, ADAM	10/19/15	10/28/2015	2015 CONDUCT FEE REFUND	204.228.2280100	50.00
WEEKS, JOSEPH	10/19/15	10/28/2015	2015 CONDUCT FEE REFUND	204.228.2280100	50.00
ZERO GRAVITY ENTERTAINMENT	10/21/15	10/28/2015	BOO BASH DJ	204.44.6100.452.30700	300.00

Fund: 204 - RECREATION FUND

7,524.85

2ND WIND EXERCISE, INC.	22-024674Q	10/21/2015	8/20/15	205.44.6200.453.60040	179.00
ACE PAINT & HARDWARE	526078/5	10/28/2015	501126	205.44.6200.453.60016	34.66
COMMON SENSE BUILDING SERVICES, I	37030	10/21/2015	OCTOBER 2015	205.44.6200.453.40040	6,767.85
DENT, JULIE	10/9/15	10/21/2015	REFUND CRAFT FAIR	205.207.2070300	2.33
DENT, JULIE	10/9/15	10/21/2015	REFUND CRAFT FAIR	205.44.0000.3492500	32.67
EMI AUDIO	16399	10/21/2015	16414	205.44.6200.453.80200	50,649.63
EMI AUDIO	17706	10/21/2015	16414	205.44.6200.453.80200	885.92
GENESIS EMPLOYEE BENEFITS, INC	IN632073	10/21/2015	Invoice	205.44.6200.453.30550	12.50
GENESIS EMPLOYEE BENEFITS, INC	IN632073	10/21/2015	Invoice	205.44.6200.453.30550	12.50
GENESIS EMPLOYEE BENEFITS, INC	IN632073	10/21/2015	Invoice	205.44.6200.453.30550	11.00
GENESIS EMPLOYEE BENEFITS, INC	IN632073	10/21/2015	Invoice	205.44.6200.453.30550	26.64
GENESIS EMPLOYEE BENEFITS, INC	IN632073	10/21/2015	Invoice	205.44.6200.453.30550	3.50
HOME DEPOT CREDIT SERVICES	10/8/15 6035 3220 171	10/28/2015	6035 3220 1712 8343	205.44.6200.453.60016	69.54
HOME DEPOT CREDIT SERVICES	10/8/15 6035 3220 171	10/28/2015	6035 3220 1712 8343	205.44.6200.453.60016	69.54
HOME DEPOT CREDIT SERVICES	10/8/15 6035 3220 171	10/28/2015	6035 3220 1712 8343	205.44.6200.453.60040	16.97
HOME DEPOT CREDIT SERVICES	10/8/15 6035 3220 171	10/28/2015	6035 3220 1712 8343	205.44.6200.453.60040	25.45
HORWITZ NS/I	HJ016663	10/21/2015	CITY OF IN	205.44.6200.453.80200	37,300.00
ISD #199	9/23/15	10/28/2015	2015 ACTIVITY & EVENTS PRIN	205.44.6200.453.50030	458.19
MENARDS - WEST ST. PAUL	95234	10/28/2015	30170270	205.44.6200.453.60016	9.90
MENARDS - WEST ST. PAUL	94710	10/28/2015	30170270	205.44.6200.453.60016	43.98
PETTY CASH - TERI O'CONNOR	10/31/15	10/28/2015	2015-2016 HOCKEY SEASON	205.100.1010400	1,500.00
RICE SOUND & SERVICE INC	04-2720	10/21/2015	9/28/15	205.44.6200.453.40042	108.00
ROACH, RICK	10/12/15	10/21/2015	REIMBURSE-MILEAGE	205.44.6200.453.50065	52.33
VANCO SERVICES LLC	00006960691	10/21/2015	SEPTEMBER 2015	205.44.6200.453.70600	83.75
ZIMMER, ERIC	9/13/15	10/21/2015	REIMBURSE - AEA WORKSHOF	205.44.6200.453.50080	27.05

Fund: 205 - COMMUNITY CENTER

98,382.90

GENESIS EMPLOYEE BENEFITS, INC	IN632073	10/21/2015	Invoice	290.45.3000.419.30550	1.30
GROUNDWATER & ENVIRONMENTAL SE	741327	10/21/2015	3501568	290.45.3000.419.30700	1,400.00

Fund: 290 - EDA

1,401.30

WELLS FARGO BANK	1240998	10/28/2015	10/1/15	354.57.9000.570.90300	400.00
------------------	---------	------------	---------	-----------------------	--------

Fund: 354 - G.O. SEWER REV BONDS 2010A

400.00

WELLS FARGO BANK	1240998	10/28/2015	10/1/15	355.57.9000.570.90300	400.00
------------------	---------	------------	---------	-----------------------	--------

Fund: 355 - G.O. IMPR BONDS 2010B

400.00

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
WELLS FARGO BANK	1240998	10/28/2015	10/1/15	356.57.9000.570.90300	266.67
Fund: 356 - G.O.PIR REFUNDING 2010C					266.67
WELLS FARGO BANK	1240998	10/28/2015	10/1/15	357.57.9000.570.90300	133.33
Fund: 357 - G.O. WMTD REF BONDS 2010C					133.33
PALDA AND SONS, INC.	PAY VO. NO. 5	10/28/2015	CITY PROJECT NO 2015-09E 2(435.73.5900.735.80300	43,345.89
Fund: 435 - 2015 IMPROVEMENT FUND					43,345.89
PALDA AND SONS, INC.	PAY VO. NO. 5	10/28/2015	CITY PROJECT NO 2015-09E 2(440.74.5900.740.80300	366,356.13
ZEIEN, RICHARD & THERESA	REFUND SA#668	10/28/2015	2015-09E DRIVEWAY CREDIT	440.43.0000.3703000	814.00
Fund: 440 - PAVEMENT MANAGEMENT PROJ					367,170.13
HOFFMAN & MCNAMARA CO	4922	10/01/2015	10/1/15	443.74.5900.743.60016	1,459.47
Fund: 443 - TREE PRESERVATION FUND					1,459.47
BOLTON & MENK, INC.	0183006	10/21/2015	T21.109315	446.74.5900.746.30300	2,442.75
EMMONS & OLIVIER RESOURCES	00095-0043-14	10/21/2015	00095-0043	446.74.5900.746.30300	447.63
EMMONS & OLIVIER RESOURCES	00095-0043-17	10/21/2015	00095-0043	446.74.5900.746.30300	255.85
S. M. HENTGES & SONS, INC.	PAY VO. NO 6	10/28/2015	CITY PROJECT NO 2015-10 201	446.74.5900.746.80300	1,294.38
S. M. HENTGES & SONS, INC.	PAY VO. NO 6	10/28/2015	CITY PROJECT NO 2015-10 201	446.74.5900.746.80300	39,866.93
Fund: 446 - NW AREA					44,307.54
JOEL CARLSON	10/15/15	10/28/2015	NOVEMBER 2015	451.75.5900.751.30700	1,000.00
Fund: 451 - HOST COMMUNITY FUND					1,000.00
MOMENTUM ENTERPRISES, INC.	0052180-IN	10/21/2015	60-001454	454.43.5500.446.40025	1,715.00
Fund: 454 - LANDFILL ABATEMENT					1,715.00
ACE PAINT & HARDWARE	526160/5	10/28/2015	501126	501.50.7100.512.60016	19.98
ACE PAINT & HARDWARE	526010/5	10/21/2015	501126	501.50.7100.512.60011	47.96
AUTOMATIC SYSTEMS CO.	29549 S	10/21/2015	INVE01	501.50.7100.512.40042	657.30
AUTOMATIC SYSTEMS CO.	29560 S	10/21/2015	INVE01	501.50.7100.512.40040	787.12
AUTOMATIC SYSTEMS CO.	29562 S	10/21/2015	INVE01	501.50.7100.512.40040	1,413.80
CITY OF BLOOMINGTON	8/1/15-8/24/15	10/28/2015	8/24/15	501.50.7100.512.30700	420.00
GENESIS EMPLOYEE BENEFITS, INC	IN632073	10/21/2015	Invoice	501.50.7100.512.30550	44.61
GERTEN'S LANDSCAPING	9807	10/21/2015	AWG2015	501.50.7100.512.60016	546.00
HAWKINS, INC.	3788798	10/28/2015	123650	501.50.7100.512.60019	618.80
HAWKINS, INC.	3789289	10/28/2015	108816	501.50.7100.512.60019	5,340.64
IDEAL SERVICE, INC.	7551	10/28/2015	10/14/15	501.50.7100.512.40042	1,238.75
IDEAL SERVICE, INC.	7518	10/28/2015	9/23/15	501.50.7100.512.40042	280.00
KLM ENGINEERING INC	5805	10/21/2015	10/2/15	501.50.7100.512.40040	1,200.00
KLM ENGINEERING INC	5746	10/21/2015	9/2/15	501.50.7100.512.40040	3,600.00
L.T.G. POWER EQUIPMENT	195785	10/21/2015	5656	501.50.7100.512.40042	29.76
MN GLOVE & SAFETY, INC.	290316	10/21/2015	CTINVE	501.50.7100.512.60045	159.98
MN PIPE & EQUIPMENT	0347214	10/28/2015	2195	501.50.7100.512.40046	3,882.51
MN PIPE & EQUIPMENT	0342590	10/28/2015	2195	501.50.7100.512.40043	2,758.34
SEXTON COMPANY, THE	58600	10/21/2015	4115	501.50.7100.512.60045	97.00
SPRINT	842483314-167	10/28/2015	Invoice	501.50.7100.512.50020	69.98
STANTEC CONSULTING SERVICES INC.	967815	10/28/2015	92607	501.50.7100.512.30700	1,601.50
TKDA	002015003251	10/28/2015	0015781.000	501.50.7100.512.30700	1,492.53
VIKING ELECTRIC SUPPLY	9681827	10/21/2015	13766	501.50.7100.512.40040	210.18
Fund: 501 - WATER UTILITY FUND					26,516.74
AUTOMATIC SYSTEMS CO.	29574 S	10/28/2015	INVE01	502.51.7200.514.40042	567.25
FLEXIBLE PIPE TOOL COMPANY	19253	10/21/2015	10/8/15	502.51.7200.514.40043	293.75
GENESIS EMPLOYEE BENEFITS, INC	IN632073	10/21/2015	Invoice	502.51.7200.514.30550	20.97
Fund: 502 - SEWER UTILITY FUND					881.97
DENNY'S 5TH AVENUE BAKERY	579304	10/28/2015	IW185	503.52.8300.524.76050	43.58
DENNY'S 5TH AVENUE BAKERY	580076	10/28/2015	IW185	503.52.8300.524.76050	43.58
DENNY'S 5TH AVENUE BAKERY	573164	10/21/2015	IW185	503.52.8300.524.76050	46.47
DEX MEDIA EAST	10/20/15 110360619	10/28/2015	110360619	503.52.8500.526.50025	49.63
DEX MEDIA EAST	110360619 8/20/15	08/20/2015	110360619	503.52.8500.526.50025	(48.37)
DEX MEDIA EAST	9/20/15 110360619	10/07/2015	110360619	503.52.8500.526.50025	0.63
DRAFT TECHNOLOGIES	10261506	10/28/2015	10/26/15	503.52.8300.524.40042	50.00
EC DESIGN GROUP, LTD	3470	10/28/2015	10/19/15	503.52.8600.527.80300	6,275.00
GENESIS EMPLOYEE BENEFITS, INC	IN632073	10/21/2015	Invoice	503.52.8000.521.30550	18.50
GENESIS EMPLOYEE BENEFITS, INC	IN632073	10/21/2015	Invoice	503.52.8500.526.30550	12.45
GENESIS EMPLOYEE BENEFITS, INC	IN632073	10/21/2015	Invoice	503.52.8600.527.30550	21.50

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
HERFORD NORBY GOLF ARCHITECTS, L	2104	10/28/2015	INVER WOOD	503.52.8600.527.80300	221.40
MN GOLF ASSOCIATION, INC.	10/15/15 45-0413-02	10/28/2015	45-0413-02	503.52.8300.524.76050	22.00
MTI DISTRIBUTING CO	1040037-00	10/21/2015	402307	503.52.8600.527.40042	42.25
NAPA OF INVER GROVE HEIGHTS	439471	10/28/2015	4165	503.52.8600.527.60022	127.41
NAPA OF INVER GROVE HEIGHTS	437036	10/28/2015	4165	503.52.8600.527.40042	50.76
NATURE CALLS, INC.	24347	10/28/2015	SEPTEMBER 2015	503.52.8600.527.50045	115.70
SOUTH BAY DESIGN	101215	10/21/2015	INVERWOOD	503.52.8500.526.50025	255.00
SUMMIT FACILITY & KITCHEN SERVICE	103232	10/21/2015	827	503.52.8300.524.40042	1,032.99
TDS METROCOM	10/13/15 651 457 3667	10/21/2015	651 457 3667	503.52.8500.526.50020	256.88
US FOODSERVICE	3188476	10/21/2015	03805983	503.52.8300.524.76050	278.52
US FOODSERVICE	3293004	10/28/2015	03805983	503.52.8300.524.76050	340.82
WINFIELD SOLUTIONS, LLC	000060483775	10/21/2015	156650	503.52.8600.527.60035	792.75
WINFIELD SOLUTIONS, LLC	000060484425	10/21/2015	156650	503.52.8600.527.60035	8,795.27
YAMAHA GOLF & UTILITY, INC.	01-141192	10/21/2015	INVERWOOD	503.52.8400.525.40041	352.03

Fund: 503 - INVER WOOD GOLF COURSE

19,196.75

GENESIS EMPLOYEE BENEFITS, INC	IN632073	10/21/2015	Invoice	602.00.2100.415.30550	1.46
--------------------------------	----------	------------	---------	-----------------------	------

Fund: 602 - RISK MANAGEMENT

1.46

ACE PAINT & HARDWARE	526068/5	10/28/2015	501126	603.00.5300.444.40041	3.50
ACE PAINT & HARDWARE	526079/5	10/28/2015	501126	603.00.5300.444.60012	20.46
ALTERNATORS STARTERS & PARTS INC	A11896	10/21/2015	01701	603.00.5300.444.40041	181.20
AMERICAN TEST CENTER	2152489	10/28/2015	10/19/15	603.00.5300.444.40041	2,697.50
ARROW MOWER, INC.	36611	10/21/2015	GROVINVE	603.00.5300.444.40042	25.20
ARROW PEST CONTROL	2878	10/21/2015	10/5/15	603.00.5300.444.40040	68.00
COMMON SENSE BUILDING SERVICES, I	37030	10/21/2015	OCTOBER 2015	603.00.5300.444.40040	273.76
DIAMOND MOWERS INC	0104029-IN	10/28/2015	0055945	603.00.5300.444.40041	237.64
EMERGENCY AUTOMOTIVE TECHNOLOC	WC101415-2	10/28/2015	10/14/15	603.00.5300.444.40041	212.86
FACTORY MOTOR PARTS COMPANY	1-4804616	10/21/2015	10799	603.00.5300.444.40041	24.00
FACTORY MOTOR PARTS COMPANY	1-4804616	10/21/2015	10799	603.140.1450050	218.76
GENESIS EMPLOYEE BENEFITS, INC	IN632073	10/21/2015	Invoice	603.00.5300.444.30550	9.24
HOTSY EQUIPMENT OF MINNESOTA	49681	10/21/2015	IG07557	603.00.5300.444.40040	73.88
KIMBALL MIDWEST	4478514 B	10/28/2015	222006	603.00.5300.444.60012	372.60
KIMBALL MIDWEST	4478514 B	10/28/2015	222006	603.00.5300.444.60012	(467.02)
KIMBALL MIDWEST	4478514 B	10/28/2015	222006	603.140.1450050	127.50
METRO JANITORIAL SUPPLY INC	11013698	10/21/2015	10/6/15	603.00.5300.444.60011	57.25
METROMATS	15202	10/21/2015	7/23/15	603.00.5300.444.40065	38.50
METROMATS	15063	10/21/2015	7/9/15	603.00.5300.444.40065	38.50
METROWIDE PLUMBING LLC	10/6/15	10/21/2015	WORK PERFORMED	603.00.5300.444.40040	1,019.50
MID CITY SERIVCES, INC.	31853	10/28/2015	10/16/15	603.00.5300.444.40065	39.75
MID CITY SERIVCES, INC.	31353	10/28/2015	9/18/15	603.00.5300.444.40065	35.50
MINNESOTA EQUIPMENT	P91334	10/21/2015	INVER001	603.00.5300.444.40041	440.18
MN DEPT OF REVENUE	SEPTEMBER 2015	10/14/2015	PETRO TAX SEPTEMBER 2015	603.00.5300.444.60021	163.02
MTI DISTRIBUTING CO	1039340-00	10/21/2015	99180	603.00.5300.444.40041	52.97
MTI DISTRIBUTING CO	1032066-00	10/28/2015	91180	603.00.5300.444.40041	271.49
O' REILLY AUTO PARTS	1767-172560	10/21/2015	1578028	603.00.5300.444.40041	7.99
O' REILLY AUTO PARTS	1767-172747	10/21/2015	1578028	603.00.5300.444.60012	71.88
O' REILLY AUTO PARTS	1767-172922	10/21/2015	1578028	603.00.5300.444.60012	2.99
O' REILLY AUTO PARTS	1767-171478	10/28/2015	1578028	603.00.5300.444.40041	120.36
O' REILLY AUTO PARTS	1767-171645	10/21/2015	1578028	603.00.5300.444.40041	115.27
O' REILLY AUTO PARTS	1767-171666	10/21/2015	1578028	603.00.5300.444.40041	(18.00)
POMP'S TIRE SERVICE, INC.	980022455	10/21/2015	4502557	603.00.5300.444.40041	(115.00)
POMP'S TIRE SERVICE, INC.	210196995	10/21/2015	4502557	603.00.5300.444.40041	417.00
PUMP AND METER SERVICE INC	332691	10/28/2015	494500	603.00.5300.444.40040	263.00
PUMP AND METER SERVICE INC	24063-25478SO	10/28/2015	494500	603.00.5300.444.40040	155.77
PUMP AND METER SERVICE INC	24080-25489SO	10/28/2015	494500	603.00.5300.444.40040	60.10
TOTAL CONSTRUCTION & EQUIP.	65064	10/21/2015	CIT001	603.00.5300.444.40040	98.80
UNIFIRST CORPORATION	090 0273230	10/21/2015	1051948	603.00.5300.444.40065	126.26
UNIFIRST CORPORATION	090 0273230	10/21/2015	1051948	603.00.5300.444.60045	31.14
UNIFIRST CORPORATION	090 0274206	10/28/2015	1051948	603.00.5300.444.40065	126.26
UNIFIRST CORPORATION	090 0274206	10/28/2015	1051948	603.00.5300.444.60045	31.14
WESTERN PETROLEUM COMPANY	97340126-41801	10/28/2015	112741	603.00.5300.444.60012	74.25
WESTERN PETROLEUM COMPANY	97340126-41801	10/28/2015	112741	603.140.1450050	617.14

Fund: 603 - CENTRAL EQUIPMENT

8,422.09

COORDINATED BUSINESS SYSTEMS	CNIN191542	10/21/2015	4502512	604.00.2200.416.40050	2,031.48
US BANCORP EQUIPMENT FINANCE, INC	288643547	10/21/2015	923425	604.00.2200.416.40050	1,947.55

Fund: 604 - CENTRAL STORES

3,979.03

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
COMMON SENSE BUILDING SERVICES, I	37030	10/21/2015	OCTOBER 2015	605.00.7500.460.40040	3,478.41
ELECTRIC FIRE & SECURITY	7215	10/21/2015	CIT8000	605.00.7500.460.50055	293.50
GENESIS EMPLOYEE BENEFITS, INC	IN632073	10/21/2015	Invoice	605.00.7500.460.30550	3.50
MAS COMMUNICATIONS	150900066	10/21/2015	1010	605.00.7500.460.40040	48.20
Fund: 605 - CITY FACILITIES					3,823.61
AT & T MOBILITY	287237771092X10122C	10/21/2015	287237771092	606.00.1400.413.50020	110.10
CDW GOVERNMENT INC	ZG89653	10/21/2015	2394832	606.00.1400.413.80610	1,079.75
GENESIS EMPLOYEE BENEFITS, INC	IN632073	10/21/2015	Invoice	606.00.1400.413.30550	16.55
GOLDCOM, INC.	180512	10/21/2015	2497	606.00.1400.413.60040	37.24
INTEGRA TELECOM	13315390	10/21/2015	887115	606.00.1400.413.50020	1,238.92
TDS METROCOM	10/13/15 651 451 1944	10/21/2015	651 451 1944	606.00.1400.413.50020	497.99
US INTERNET	110-080034-0024	10/21/2015	110-080034	606.00.1400.413.30700	220.00
Fund: 606 - TECHNOLOGY FUND					3,200.55
BARR ENGINEERING COMPANY	23190328.14-36	10/21/2015	10/6/15	702.229.2302801	618.00
BARR ENGINEERING COMPANY	23190328.15-6	10/21/2015	2015 PROJECT REVIEWS/STUI	702.229.2289102	2,320.00
BARR ENGINEERING COMPANY	23190328.15-6	10/21/2015	2015 PROJECT REVIEWS/STUI	702.229.2289802	9,205.85
BOLTON & MENK, INC.	0182667	10/21/2015	T18.110348	702.229.2293602	1,837.00
BOLTON & MENK, INC.	0182668	10/21/2015	T18.110347	702.229.2289802	3,541.00
EMMONS & OLIVIER RESOURCES	00095-0047-7	10/21/2015	00095-0047	702.229.2289202	366.75
EMMONS & OLIVIER RESOURCES	00095-0047-7	10/21/2015	00095-0047	702.229.2293602	4,037.25
EMMONS & OLIVIER RESOURCES	00095-0047-7	10/21/2015	00095-0047	702.229.2298301	67.50
EMMONS & OLIVIER RESOURCES	00095-0046-8	10/21/2015	00095-0046	702.229.2287302	3,962.31
EMMONS & OLIVIER RESOURCES	00095-0046-8	10/21/2015	00095-0046	702.229.2293602	1,375.61
EMMONS & OLIVIER RESOURCES	00095-0046-8	10/21/2015	00095-0046	702.229.2298301	841.51
EMMONS & OLIVIER RESOURCES	00095-0046-8	10/21/2015	00095-0046	702.229.2298301	1,052.25
HENNEPIN COUNTY DISTRICT COURT	15423350	10/21/2015	THOMAS LEE ESTREM	702.229.2291000	78.00
KIMLEY-HORN & ASSOCIATES, INC.	7036471B	10/21/2015	160509024.3	702.229.2289802	1,131.55
KIMLEY-HORN & ASSOCIATES, INC.	7036471A	10/21/2015	160509024.3	702.229.2293202	265.00
PETTY CASH - POLICE	10/21/15	10/21/2015	PETTY CASH REQUEST	702.229.2291000	41.50
RAMSEY COUNTY SHERIFF'S DEPT	62SUCR156618	10/28/2015	STEVEN ROBERT BIERWERTH	702.229.2291000	1,000.00
STATE TREASURER'S OFFICE	13-3259 10%	10/21/2015	CASE 13-3259	702.229.2291000	36.13
Fund: 702 - ESCROW FUND					31,777.21
Grand Total					1,015,350.07

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Accept Quote for Elevator Maintenance Repairs

Meeting Date: November 9, 2015
Item Type: Consent
Contact: Scott D. Thureen, 651-450-2571
Prepared by: Scott D. Thureen, Public Works Director
Reviewed by: *SAT*

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: Assessments
<input type="checkbox"/>	

PURPOSE/ACTION REQUESTED

Accept quote for elevator maintenance repairs.

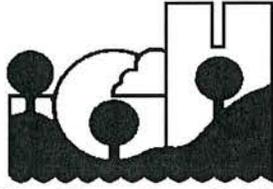
SUMMARY

The most recent inspection of the elevator in the Water Treatment Plant identified a number of repairs and updates that need to be made. In the attached memo, Dan Helling, Utilities Superintendent, identifies the necessary work and presents the results from four quotes that were submitted to complete the work.

I recommend accepting the low quote of \$5,603.00 from All City Elevator. The work would be funded from the Water Fund (501.50.7100.512.40040).

SDT/kf

Attachment: Memo with quotes



City of Inver Grove Heights
UTILITY DIVISION

MEMORANDUM

TO : Scott Thureen

FROM : Dan Helling

SUBJECT : **Water Treatment Plant Elevator Repairs**

DATE : October 23, 2015

An inspection of The Water Treatment Plant's elevator took place on September 21, 2015. The inspection was performed by Gary Bjorkland a licensed State Elevator Inspector. His findings revealed that in order to stay in compliance with the state codes several items need to be addressed. The correction items needed are listed below:

- Code Data Plate
The data plate shall indicate the Code and edition in effect at the time of installation.
- A written emergency evacuation procedure shall be made and kept on the premises where an elevator is located.
- Fire extinguishers shall be provided in elevator electrical machine rooms.
- Elevator Personnel Only Box (fire service key to be painted red).
- Perform and maintain fire service test log monthly.
- Periodic Test Tags
A metal tag with the applicable code requirement(s) and date(s) performed, and the name of the person or firm performing the test, shall be installed to be readily visible and securely attached to the controller of each unit for all periodic tests.
- Identify and verify 15 amp car lighting circuit.
- Water Damage
- Visible rusting in hydraulic tank. Tank is to be emptied and refurbished or replaced. All items in tank visible with rust are to be replaced. (These items are to be completed within 30 days).
- Top of Car/Hoist way

When a car is outside the unlocking zone, the hoist way doors or car doors shall be so arranged that the hoist way doors or car doors cannot be opened more than 4 inches, (102 mm) from inside the car. The rear door can be opened throughout the hoist way.

- Lobby
Emergency Fire Box (provide 1 more fire service key, those keys to be painted red).

Several of these items will be and or been handled internally. The mechanical items were sent out for quotes. I have received a total of four quotes. The first two quotes are:

(1) MEI Total Elevator Solutions \$ 21, 740.00

(2) OTIS United Technologies \$ 28,110.47

The price of these two quotes reflects the entire replacement of many of the mechanical parts (in particular the hydraulic oil reservoir).

The next two quotes are:

(3) Metro Elevator Incorporated \$ 10,500.00

(4) All City Elevator Incorporated \$ 5,603.00

The price of these last two quotes reflects the refurbishing and cleaning of the mechanical parts.

The report from the State Inspector states that to bring the elevator into compliance with the state code the mechanical parts may be refurbished (**or**) replaced. I feel at this time refurbishing would make more economical sense. Many of the parts just need to be cleaned and the hydraulic tank can be refurbished. If we feel that in the future some things need to be replaced then we can budget for them. It is my intention that when we do get the elevator up to the standards needed that we then have quarterly inspections to monitor deficiencies'. Based on the four quotes above I would like to go with All City Elevator Incorporated for the proposed cost of \$ 5,603.00. The cost for this project could be covered in the Water Utility Fund **501.50.7100.512.40040**.

Independent, Local, Reliable



All City Elevator, Inc.

Phone: 651-646-5600 - 24 hours Fax: 651-646-5300 www.allcityelevator.com

*State of Minnesota Elevator Inspector's Punch List
IGH Water Treatment Facility
2015 75th St E*

10/20/2015

To:

City of Inver Grove Heights
8150 Barbara Ave
Inver Grove Heights, MN 55077

Phone: 651-775-6284

Email: jblurton@invergroveheights.org

Attn: Larry

In order to satisfy the State of Minnesota Inspection's Departments punch list, All City Elevator is proposing to complete the following items:

The following work to be completed by All City Elevator

- Provide and install code data plate
- Provide Emergency evacuation procedures in machine room
- Perform annual no load pressure test and tag the valve accordingly
- Refurbish inside of tank removing rust
- Refurbish and replace as necessary piping and silencer in tank
- Install necessary brackets in order to make the restrictor system work outside the locking zone
- Provide red fire service key for Emergency Fire key box

Work to be completed by Building Owner or Other Trades

- Maintain fire extinguisher
- Provide red fire service key for EPO box
- Perform monthly fire service testing
- Identify 15 amp car lighting circuit

The total net sum to complete the items above by All City Elevator would be \$5,603.00. This price includes the necessary materials, taxes, labor, freight charges and permit fees.

Please sign a copy of this proposal and return it to my attention so that we can have this worked scheduled to be completed in the near future. If you should have any questions in the meantime, please contact me at 612-363-4311.



DATE: October 20, 2015

SUBMITTED TO: Larry Blurton
City of Inver Grove Heights
8168 Barbara Avenue
Inver Grove Heights, MN 55077

EQUIPMENT TO BE COVERED: One Hydraulic Elevator

LOCATION OF EQUIPMENT: Inver Grove Heights
Water Treatment Facility
2015 75th Street East
Inver Grove Heights, MN 55077

Furnish labor and material as ordered by the State Elevator Inspector as follows:

Remove, refurbish and re-install existing hydraulic tank that has rusted.

1. Install Code data plate.
2. Furnish Emergency evacuation procedures.
3. Elevator Personnel Only key box and necessary keys in the elevator machine room.
4. Repair door restrictor to comply with code.
5. Provide fire service key for emergency fire box.

Cost for this repair is: \$10,500.00

All work is to be performed during regular working hours of the elevator trade.

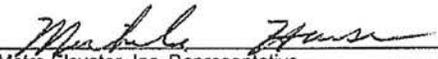
Payment terms are as follows: If the price exceeds \$2,000.00 a down payment of 25% of the price shall be paid by you upon your signing of this proposal. Full payment shall be made on completion of the work if the work is completed within a thirty day period. If the work is not completed within a thirty day period, monthly progress payments shall be made based on the value of any materials ready or delivered, if any, and labor performed through the end of the month. Payments not received within thirty days of the date of the invoice shall be subject to interest accrued at the rate of 18% per year or at the maximum rate allowed by law, whichever is less. We shall also be entitled to reimbursement from you of the expenses, including attorney's fees, incurred in collecting any overdue payments.

It is understood this Repair Order is submitted for acceptance within 30 days from date executed by us.

Your acceptance of this Repair Order, and its approval by an executive officer of Metro Elevator, Inc. will constitute exclusively and entirely the agreement for the service herein described. No other changes in or additions to this agreement will be recognized unless made in writing and properly executed by both parties. This proposal is hereby accepted:

Management Company

Management Representative



Metro Elevator, Inc. Representative

Date

October 20, 2015

Date



19336 607th Avenue
 Mankato, MN 56001
 www.minnesotaelevator.com
 Phone: (507) 245-3060 Fax: (507) 245-4194

ELEVATOR REPAIR PROPOSAL

JOB LOCATION: Igh Water Treatment Facility
2015 75Th St E
Inver Grove Heights, Mn

SUBMITTED TO: Larry Blurton
PHONE NO: 651-775-6284
EMAIL: lblurton@invergroveheights.org

CONTACT NAME: Larry Blurton

PHONE NO: 651-775-6284

WORK TYPE: New Power unit, soft start, door restrict

FAX: _____
EMAIL: lblurton@invergroveheights.org

ELEVATOR: ID: MN004067

QUOTE #: 157864 - Rev 1

We propose here by to furnish material and labor-complete in accordance with specifications below, for the total net sum of:

PRICE: Twenty One Thousand Seven Hundred Forty Dollars \$21,740

Payment to be made: **Initial 40% of quoted amount will be invoiced upon receipt of materials and due within 30 days; final 60% will be invoiced upon completion of elevator repair work and due within 30 days.**

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from specifications below involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance. Customer agrees: (i) to submit to a credit review by our credit department as necessary and, if customer is deemed to be a risk for non-payment by our credit department, agree to alternate payment terms acceptable by both parties; (ii) to pay for all labor and materials referenced in this Proposal according to the Terms; (iii) to pay a late charge equal to twelve percent (12%) on any unpaid sums due under this Proposal which are not paid according to the Terms; (iv) to pay all costs of collecting any unpaid balance, including attorney's fees, court costs, filing fees, and all other collection related expenses incurred by MEI; (v) that all actions, claims or proceedings related to this Proposal shall be commenced and maintained exclusively in the State of Minnesota; (vi) irrevocably consents to submit to the personal jurisdiction and venue of Minnesota courts; and (vii) to pay all applicable taxes as prescribed by law. The validity, construction and performance of this Proposal shall be governed by and construed in accordance with Minnesota law.

Kevin Dixon
 10/20/2015



19336 607th Avenue
Mankato, MN 56001
www.minnesotaelevator.com
Phone: (507) 245-3060 Fax: (507) 245-4194

SCOPE OF WORK TO BE PERFORMED:

Submersible Hydraulic Power Unit

To complete the submersible hydraulic power unit replacement, MEI will complete the following steps:

- The car will be tagged out of service
- The car will be lowered on buffers and the disconnect will be locked in the open position
- All hydraulic fluid will be removed from the oil reservoir.
- The hydraulic oil line will be disconnected from the hydraulic system.
- The entire hydraulic power unit will be removed from the elevator machine room. Equipment to be removed would include the existing hydraulic control valve, hydraulic pump, pump motor, oil reservoir, and all metal frame work.
- A new "MEI" submersible hydraulic power unit will be installed including; compact oil reservoir with removable cover, new hydraulic control valve, submersible pump and pump motor which are directly coupled to eliminate the need for tensioning and periodic replacement of drive belts and drive sheaves, an in-line oil shut off valve as required, and a new air charged silencer.
- All new hydraulic fluid will be poured in the hydraulic system.
- The disconnect will be closed while still maintaining control of the elevator
- The new hydraulic control valve will be fully adjusted for proper speeds, floor level heights, floor approach, slowdown and overall performance.
- Completion of the required full capacity safety test on the hydraulic system with a State Elevator Inspector.

Solid State Starter

An option available that would eliminate the need to replace starter contacts again is the installation of a unit called a Solid State Soft Start Starter. If this unit were to be installed, it would eliminate the need to periodically replace motor starter contacts or entire contactors as a means to lower your overall operating expenses regarding the elevator equipment. Since this starter assembly is of a solid state design, it would never be necessary to make contact replacements again. These units also give superior motor protection, plus reduce the motor starting current.

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

Authorized Signature to Perform: _____

Date of Acceptance: _____

Purchase Order Number: _____

MEI Quote Number: 157864 Rev 1



DATE: 10/02/2015

TO:
Inver Grove Water Treatment
8168 Barbara Avenue
Inver Grove Heights, MN 55077

FROM:
Otis Elevator Company
2772 Cleveland Ave. North
Roseville, MN 55113

EQUIPMENT LOCATION:
Inver Grove Heights Water Treatment
2015 75th Street
Inver Grove Heights, MN 55077

Matthew Ebert
Phone: (651) 697-7806
Fax: (860) 755-2907

PROPOSAL NUMBER: MRWDG1002154
MACHINE NUMBER(S) : 433758

We will provide labor and material to furnish and install on the above referenced machine(s) the following:

ELEVATOR SAFETY UPGRADE AND IMPROVEMENT

As your selected service vendor, we feel it is our responsibility to inform you when new, safer, more dependable technology becomes available. We wish to limit your potential liability. Please consider making these upgrades to your elevator.

NEW POWER UNIT

Otis Elevator will provide parts and labor necessary to install a new hydraulic power unit on the above referenced elevator. The existing power unit will be replaced with a new power unit. The new power unit consists of a positive displacement pump, motor, integral 4-coil control valve, oil tank and muffler. The pump and motor are submerged and are mounted to the tank with rubber isolators to reduce vibration and noise. A muffler is provided to dissipate pulsations and noise from the flow of hydraulic fluid. The valve consists of up, up leveling, down and down leveling controls along with manual lowering and a pressure relief valve.

The proposal covers the following work:

- 1) We will remove all oil from the hydraulic oil reservoir, and piping.
- 2) The existing power unit will then be disconnected, electrically and hydraulically, and removed from the machine room.
- 3) We will install the new power unit and reconnect all electrical components. The old used oil will be replaced with new. Excess oil will be cleaned up.
- 4) We will reactivate the elevator system and adjust the new valve and power unit to appropriate acceleration, deceleration, and leveling patterns.

REPAIR

We will repair restrictors and install a code data plate.

Solid-State Starter

We shall furnish and install the new Solid-State Starter to control the motor starting and limit the in-rush current. The new starter shall have built-in protection for overload conditions, reverse phase, loss of phase, and shorted SCR. We shall remove the existing mechanical starter contactor assembly and wire and adjust and test the new starter for smooth operation.

We will include all engineering, wiring, print, software, and control changes. All material provided shall be manufactured and installed in accordance with the ASME A17.1 Safety Code for Elevators and Escalators.

The price quoted below does not include sales tax or applicable permits (unless specified) and assumes that all work will be scheduled based on availability of material and manpower to complete the job efficiently. A local Otis Representative will contact you to schedule the work. All work will be performed during the regular working days and hours of the Elevator Trade.

PRICE: \$ 28,110.47
Twenty-eight thousand one hundred ten dollars and forty-seven cents

This price is based on a one hundred percent (50 %) downpayment in the amount of \$ 14,055.24. This proposal, including the provisions printed on the last page(s), and the specifications and other provisions attached hereto shall, when accepted by you below and approved by our authorized representative, constitute the entire contract between us, and all prior representations or agreements not incorporated herein are superseded.

Submitted by: Matthew Ebert
 Title: Account Manager
 E-mail: matthew.ebert@otis.com

Accepted in Duplicate

CUSTOMER

Approved by Authorized Representative

Date: _____

Signed: _____

Print Name: - _____

Title - _____

E-mail: - _____

Name of Company - _____

Otis Elevator Company

Approved by Authorized Representative

Date: _____

Signed: _____

Print Name: Pedro Rodriguez

Title General Manager

Principal, Owner or Authorized Representative of Principal or Owner

Agent: _____
 (Name of Principal or Owner)

TERMS AND CONDITIONS

1. This quotation is subject to change or withdrawal by us prior to acceptance by you.
 2. The work shall be performed for the agreed price plus any applicable sales, excise or similar taxes as required by law. In addition to the agreed price, you shall pay to us any future applicable tax imposed on us, our suppliers or you in connection with the performance of the work described.
 3. Payments shall be made as follows: A down payment of one hundred percent (100 %) of the price shall be paid by you upon your signing of this document. Full payment shall be made on completion if the work is completed within a thirty day period. If the work is not completed within a thirty day period, monthly progress payments shall be made based on the value of any equipment ready or delivered, if any, and labor performed through the end of the month less a five percent (5%) retainage and the aggregate of previous payments. The retainage shall be paid when the work is completed. We reserve the right to discontinue our work at any time until payments shall have been made as agreed and we have assurance satisfactory to us that subsequent payments will be made when due. Payments not received within thirty (30) days of the date of invoice shall be subject to interest accrued at the rate of eighteen percent (18%) per annum or at the maximum rate allowed by applicable law, whichever is less. We shall also be entitled to reimbursement from you of the expenses, including attorney's fees, incurred in collecting any overdue payments.
 4. Our performance is conditioned upon your securing any required governmental approvals for the installation of any equipment provided hereunder and your providing our workmen with a safe place in which to work. Additionally, you agree to notify us if you are aware or become aware prior to the completion of the work of the existence of asbestos or other hazardous material in any elevator hoistway, machine room, hallway or other place in the building where Otis personnel are or may be required to perform their work. In the event it should become necessary to abate, encapsulate or remove asbestos or other hazardous materials from the building, you agree to be responsible for such abatement, encapsulation or removal, and in such event Otis shall be entitled to delay its work until it is determined to our satisfaction that no hazard exists and compensation for delays encountered if such delay is more than sixty (60) days. In any event, we reserve the right to discontinue our work in the building whenever in our opinion this provision is being violated.
 5. Unless otherwise agreed in writing, it is understood that the work shall be performed during our regular working hours of our regular working days. If overtime work is mutually agreed upon and performed, an additional charge therefore, at our usual rates for such work, shall be added to the contract price. The performance of our work hereunder is conditioned on your performing the preparatory work and supplying the necessary data specified on the front of this proposal or in the attached specification, if any. Should we be required to make an unscheduled return to your site to begin or complete the work due to your request, acts or omissions, then such return visits shall be subject to additional charges at our then current labor rates.
 6. Title to any material to be furnished hereunder shall pass to you when final payment for such material is received. In addition, we shall retain a security interest in all material furnished hereunder and not paid for in full. You agree that a copy of this Agreement may be used as a financing statement for the purpose of placing upon public record our interest in any material furnished hereunder, and you agree to execute a UCC -1 form or any other document reasonably requested by us for that purpose.
 7. Except insofar as your equipment may be covered by an Otis maintenance or service contract, it is agreed that we will make no examination of your equipment other than that necessary to do the work described in this contract and assume no responsibility for any part of your equipment except that upon which work has been done under this contract.
 8. Neither party shall be liable to the other for any loss, damage or delay due to any cause beyond either parties reasonable control, including but not limited to acts of government, strikes, lockouts, other labor disputes, fire, explosion, theft, weather damage, flood, earthquake, riot, civil commotion, war, mischief or act of God.
 9. We warrant that all services furnished will be performed in a workmanlike manner. We also warrant that any equipment provided hereunder shall be free from defects in workmanship and material. Our sole responsibility under this warranty shall be at our option to correct any defective services and to either repair or replace any component of the equipment found to be defective in workmanship or material provided that written notice of such defects shall have been given to us by you within ninety (90) days after completion of the work or such longer period as may be indicated on the front of this form. All defective parts that are removed and replaced by us shall become our property. We do not agree under this warranty to bear the cost of repairs or replacements due to vandalism, abuse, misuse, neglect, normal wear and tear, modifications not performed by us, improper or insufficient maintenance by others, or any causes beyond our control. We shall conduct, at our own expense, the entire defense of any claim, suit or action alleging that, without further combination, the use by you of any equipment provided hereunder directly infringes any patent, but only on the conditions that (a) we receive prompt written notice of such claim, suit or action and full opportunity and authority to assume the sole defense thereof, including settlement and appeals, and all information available to you for such defense; (b) said equipment is made according to a specification or design furnished by us; and (c) the claim, suit or action is brought against you. Provided all of the foregoing conditions have been met, we shall, at our own expense, either settle said claim, suit or action or shall pay all damages excluding consequential damages and costs awarded by the court therein and, if the use or resale of such equipment is finally enjoined, we shall, at our option, (i) procure for you the right to use the equipment, (ii) replace the equipment with equivalent noninfringing equipment, (iii) modify the equipment so it becomes noninfringing but equivalent, or (iv) remove the equipment and refund the purchase price (if any) less a reasonable allowance for use, damage and obsolescence.
- THE EXPRESS WARRANTIES SET FORTH IN THIS ARTICLE 9 ARE THE EXCLUSIVE WARRANTIES GIVEN; WE MAKE NO OTHER WARRANTIES EXPRESS OR IMPLIED, AND SPECIFICALLY MAKE NO WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR ANY PARTICULAR PURPOSE; AND THE EXPRESS WARRANTIES SET FORTH IN THIS ARTICLE ARE IN LIEU OF ANY SUCH WARRANTIES AND ANY OTHER OBLIGATION OR LIABILITY ON OUR PART.
10. Under no circumstances shall either party be liable for special, indirect, liquidated, or consequential damages in contract, tort, including negligence, warranty or otherwise, notwithstanding any indemnity provision to the contrary. Notwithstanding any provision in any contract document to the contrary, our acceptance is conditioned on being allowed additional time for the performance of the Work due to delays beyond our reasonable control. Your remedies set forth herein are exclusive and our liability with respect to any contract, or anything done in connection therewith such as performance or breach thereof, or from the manufacture, sale, delivery, installation, repair or use of any equipment furnished under this contract, whether in contract, in tort (including negligence), in warranty or otherwise, shall not exceed the price for the equipment or services rendered.
 11. To the fullest extent permitted by law, you agree to hold us harmless, and defend us and indemnify us against any claim or suit for personal injury or property damage arising out of this contract unless such damage or injury arises from our sole negligence.
 12. It is agreed that after completion of our work, you shall be responsible for ensuring that the operation of any equipment being furnished hereunder is periodically inspected. The interval between such inspections shall not be longer than what may be required by the applicable governing safety code. Notwithstanding any other provisions hereof, if any part delivered hereunder incorporates software, the transaction is not a sale of such software; rather, you are hereby granted merely a license to use such software solely for operating the equipment for which such part was ordered. By accepting delivery of such part, you agree not to copy or let others copy such software for any purpose whatsoever, to keep such software in confidence as a trade secret, and not to transfer possession of such part to others except as a part of a transfer of ownership of the equipment in which such part is installed, provided that you inform us in writing about such ownership transfer and the transferee agrees in writing to abide by the above license terms.
 13. In furtherance of OSHA's directive contained in 29 C.F.R § 1910.147(f)(2)(i), which requires that a service provider (an "outside employer") and its customer (an "on-site employer") must inform each other of their respective lock out/tag out ("LOTO") procedures whenever outside servicing personnel are to be engaged in control of hazardous energy activities on the customer's site, Otis incorporates by reference its mechanical LOTO procedures and its electrical LOTO procedures. These procedures can be obtained at www.otis.com by (1) clicking on "The Americas" tab on the left side of the website; (2) choosing "US/English" to take you to the "USA" web page; (3) clicking on the "Otis Safety" link on the left side of the page; and (4) downloading the "Lockout Tagout Policy Otis 6.0" and "Mechanical Energy Policy Otis 7.0," both of which are in .pdf format on the right side of the website page. Customer agrees that it will disseminate these procedures throughout its organization to the appropriate personnel who may interact with Otis personnel while Otis personnel are working on site at Customer's facility.
 14. This Agreement constitutes the entire understanding between the parties regarding the subject matter hereof and may not be modified by any terms on your order form or any other document, and supersedes any prior written or oral communication relating to the same subject. Any amendment or modifications to this Agreement shall not be binding upon either party unless agreed to in writing by an authorized representative of each party.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Final Pay Voucher No. 2, Engineer's Final Report, and Resolution Accepting Work for City Project No. 2015-09A – Crackseal

Meeting Date: November 9, 2015
 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

ST
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: Pavement Management Fund (440), Park Fund (444).

PURPOSE/ACTION REQUESTED

Consider Final Pay Voucher No. 2, Engineer's Final Report, and Resolution Accepting Work for City Project No. 2015-09A – Crackseal.

SUMMARY

The improvements were ordered as part of the 2015 Pavement Management Program. The contract was awarded in the amount of \$152,723.49 to Fahrner Asphalt on May 11, 2015 for City Project No. 2015-09A – Crackseal.

The contractor has completed the work through October 31, 2015 in accordance with the contract plans and specifications.

I recommend approval of Final Pay Voucher No. 2 in the amount of \$25,330.16, Engineer's Final Report, and Resolution Accepting Work for City Project No. 2015-09A – Crackseal.

TJK/jds
 Attachments: Final Pay Voucher No. 2
 Engineer's Final Report
 Resolution Accepting Work

CONSTRUCTION PAYMENT VOUCHER

ESTIMATE NO: Two (2) FINAL
DATE: November 9, 2015
PERIOD ENDING: October 31, 2015
CONTRACT: 2015 Pavement Management Program
PROJECT NO: 2015-09A Crackseal

TO: Fahrner Asphalt Sealers LLC
2800 Mecca Drive
Plover, WI 54467

Original Contract Amount.....	\$152,723.49
Total Addition.....	\$0.00
Total Deduction.....	\$0.00
Total Contract Amount.....	\$152,723.49
Total Value of Work to Date.....	\$152,723.49
Less Retained (0%).....	\$0.00
Less Previous Payment.....	\$127,393.33
Total Approved for Payment this Voucher.....	\$25,330.16
Total Payments including this Voucher.....	\$152,723.49

Approvals:

Pursuant to our field observation, I hereby recommend for payment the above-stated amount for work performed through October 31, 2015.

Signed by: Thomas J. Kaldunski November 9, 2015
Thomas J. Kaldunski, City Engineer

Signed by: [Signature] Oct 14, 2015
Fahrner Asphalt Sealers Date

Signed by: _____ November 9, 2015
George Tourville, Mayor

**PAYMENT #2 FINAL
2015 PAVEMENT MANAGEMENT PROGRAM
CRACKSEAL PROJECT
City Project # 2015-09A**

Item No.	Schedule A (Area 1)	Unit	Contract Quantity	Quantity to Date	Unit Price	Total Estimated Price	Contract Cost to Date
1	F & I Crack Sealant (Street)	STA	51.4	51.4	\$ 115.79	\$ 5,951.61	\$ 5,951.61
2	Street Sweeping	HR	10.0	10.0	\$ 130.00	\$ 1,300.00	\$ 1,300.00
3	Traffic Control	LS	1.0	1.0	\$ 3,200.00	\$ 3,200.00	\$ 3,200.00
Schedule A (Area 1) Total:						\$ 10,451.61	\$ 10,451.61

Item No.	Schedule B (Area 2)	Unit	Contract Quantity	Quantity to Date	Unit Price	Total Estimated Price	Contract Cost to Date
1	F & I Crack Sealant (Street)	STA	153.3	153.3	\$ 115.79	\$ 17,750.61	\$ 17,750.61
2	Misc. Crackseal as Directed by Engineer	LF	2500.0	2500.0	\$ 0.80	\$ 2,000.00	\$ 2,000.00
3	Street Sweeping	HR	30.0	30.0	\$ 130.00	\$ 3,900.00	\$ 3,900.00
4	Traffic Control	LS	1.0	1.0	\$ 3,840.00	\$ 3,840.00	\$ 3,840.00
Schedule B (Area 2) Total:						\$ 27,490.61	\$ 27,490.61

Item No.	Schedule C (Area 3)	Unit	Contract Quantity	Quantity to Date	Unit Price	Total Estimated Price	Contract Cost to Date
1	F & I Crack Sealant (Street)	STA	45.9	45.9	\$ 115.79	\$ 5,314.76	\$ 5,314.76
2	Street Sweeping	HR	10.0	10.0	\$ 130.00	\$ 1,300.00	\$ 1,300.00
3	Traffic Control	LS	1.0	1.0	\$ 2,240.00	\$ 2,240.00	\$ 2,240.00
Schedule C (Area 3) Total:						\$ 8,854.76	\$ 8,854.76

Item No.	Schedule D (Area 4)	Unit	Contract Quantity	Quantity to Date	Unit Price	Total Estimated Price	Contract Cost to Date
1	F & I Crack Sealant (Street)	STA	113.3	113.3	\$ 115.79	\$ 13,119.01	\$ 13,119.01
2	Misc. Crackseal as Directed by Engineer	LF	1500.0	1500.0	\$ 0.80	\$ 1,200.00	\$ 1,200.00
3	Street Sweeping	HR	25.0	25.0	\$ 130.00	\$ 3,250.00	\$ 3,250.00
4	Traffic Control	LS	1.0	1.0	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00
Schedule D (Area 4) Total:						\$ 18,569.01	\$ 18,569.01

Base Bid (Schedules A-D) Total: \$ 65,365.99 \$ 65,365.99

Item No.	Alternate A	Unit	Contract Quantity	Quantity to Date	Unit Price	Total Estimated Price	Contract Cost to Date
1	F & I Crack Sealant (Street)	STA	137.5	137.5	\$ 443.58	\$ 60,992.25	\$ 60,992.25
2	Street Sweeping	HR	30.0	30.0	\$ 130.00	\$ 3,900.00	\$ 3,900.00
3	Traffic Control	LS	1.0	1.0	\$ 3,840.00	\$ 3,840.00	\$ 3,840.00
Alternate A Total:						\$ 68,732.25	\$ 68,732.25

Item No.	Alternate C (North Valley Park Parking Lot)	Unit	Contract Quantity	Quantity to Date	Unit Price	Total Estimated Price	Contract Cost to Date
1	F & I Crack Sealant (Trail)	STA	194.9	194.9	\$ 33.48	\$ 6,525.25	\$ 6,525.25
2	F & I Crack Sealant (Parking Lot)	LF	10000.0	10000.0	\$ 0.90	\$ 9,000.00	\$ 9,000.00
3	Street Sweeping	HR	20.0	20.0	\$ 130.00	\$ 2,600.00	\$ 2,600.00
4	Traffic Control	LS	1.0	1.0	\$ 500.00	\$ 500.00	\$ 500.00
Alternate C Total:						\$ 18,625.25	\$ 18,625.25

Subtotal (Alternates A and C): \$ 87,357.50 \$ 87,357.50

Total Base Bid + Alternates A and C: \$ 152,723.49 \$ 152,723.49

Original Contract Amount: \$ 152,723.49

Current Contract Amount: \$ 152,723.49

Contract Work Completed to Date:	\$ 152,723.49
Retainage (0%):	\$ -
Previous Payments:	\$ 127,393.33
Amount Due This Final Payment #2:	\$ 25,330.16

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

ENGINEER'S REPORT OF FINAL ACCEPTANCE

CITY PROJECT NO. 2015-09A
CRACKSEAL

November 9, 2015

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. 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	\$152,723.49
CHANGE ORDERS	\$0.00
FINAL CONTRACT AMOUNT	\$152,723.49
FINAL VALUE OF WORK	\$152,723.49
PREVIOUS PAYMENTS	\$127,393.33
BALANCE DUE	\$25,330.16

Sincerely,



Thomas J. Kaldunski, P.E.
City Engineer

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

RESOLUTION ACCEPTING WORK OF FAHNER ASPHALT AND AUTHORIZING FINAL PAYMENT
IN THE AMOUNT OF \$25,330.16

2015 PAVEMENT MANAGEMENT PROGRAM
CITY PROJECT NO. 2015-09A – CRACKSEAL

RESOLUTION NO. _____

WHEREAS, pursuant to a written contract with the City of Inver Grove Heights dated May 11, 2015, Fahrner Asphalt satisfactorily completed improvements and appurtenances for the 2015 Pavement Management Program, City Project No. 2015-09A – Crackseal.

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 9th day of November 2015.

AYES:

NAYS:

George Tourville, Mayor

ATTEST:

Michelle Tesser, City 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. 2015-09B – Sealcoat

Meeting Date: November 9, 2015
 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

*SSJ
 SB*

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 (440), Park Maintenance Fund (444)

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. 2015-09B – Sealcoat.

SUMMARY

The improvements were ordered as part of the 2015 Pavement Management Program. The contract was awarded in the amount of \$276,392.00 to Pearson Brothers on May 11, 2015 for City Project No. 2015-09B – Sealcoat.

The contractor has completed the work through October 31, 2015, in accordance with the contract plans and specifications. Final Compensating Change Order No. 2, in the amount of \$4,000.77, shall be funded by Pavement Management Fund 440. The increase in contract amount is due to cost overruns in Bid Alternate C resulting from expanding the area so that no mid-block seal coat seams would be needed.

I recommend approval of Final Compensating Change Order No. 2 in the increased amount of \$4,000.77 which results in a final contract amount of \$294,507.53, Final Pay Voucher No. 2 in the amount of \$34,903.64, Engineer's Final Report, and Resolution Accepting Work for City Project No. 2015-09B – Sealcoat.

TJK/jds

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

CONSTRUCTION PAYMENT VOUCHER

ESTIMATE NO: Two (2) FINAL
DATE: November 9, 2015
PERIOD ENDING: October 31, 2015
CONTRACT: 2015 Pavement Management Program
PROJECT NO: 2015-09B Sealcoat

TO: Pearson Brothers
11079 Lamont Avenue N.E.
Hanover, MN 55341

Original Contract Amount.....	\$276,392.00
Total Addition (Change Order No. 1 and 2).....	\$18,115.53
Total Deduction.....	\$0.00
Total Contract Amount.....	\$294,507.53
Total Value of Work to Date.....	\$294,507.53
Less Retained (0%).....	\$0.00
Less Previous Payment.....	\$259,603.89
Total Approved for Payment this Voucher.....	\$34,903.64
Total Payments including this Voucher.....	\$294,507.53

Approvals:

Pursuant to our field observation, I hereby recommend for payment the above-stated amount for work performed through October 31, 2015.

Signed by:  November 9, 2015
Thomas J. Kaldunski, City Engineer

Signed by:  10/29/15
Pearson Brothers Date

Signed by: _____ November 9, 2015
George Tourville, Mayor

**FINAL PAYMENT #2
2015 PAVEMENT MANAGEMENT PROGRAM
SEALCOAT PROJECT
City Project # 2015-09B**

Item No.	Base Bid Schedule A (Area 1)	Unit	Contract Quantity	Quantity to Date	Unit Price	Total Estimated Price	Contract Cost to Date
1	Street Sweeping	Hours	8	2	\$ 100.00	\$ 800.00	\$ 200.00
2	Seal Coating (FA-2 Class A)	SY	13,252	15,248	\$ 0.75	\$ 9,939.00	\$ 11,436.00
3	Bituminous Material for Seal Coat (CRS-2P)	GAL	4,506	4,950	\$ 3.00	\$ 13,518.00	\$ 14,850.00
4	Seal Coat Test Strip	EA	1	0	\$ 100.00	\$ 100.00	\$ -
5	Pavement Message (Right/Thru Turn Arrow) Latex	EA	1	0	\$ 200.00	\$ 200.00	\$ -
6	Pavement Message (Left Turn Arrow) Latex	EA	1	0	\$ 100.00	\$ 100.00	\$ -
7	Pavement Message (Right Turn Arrow) Latex	EA	2	0	\$ 100.00	\$ 200.00	\$ -
8	Linear Markings 4" Width Latex Double Yellow	LF	1300	1530	\$ 0.90	\$ 1,170.00	\$ 1,377.00
9	Linear Markings 4" Width Latex Solid White	LF	2,600	2,300	\$ 0.45	\$ 1,170.00	\$ 1,035.00
10	Linear Markings 24" Width Latex Solid White	LF	27	0	\$ 4.00	\$ 108.00	\$ -
11	Traffic Control	LS	1	1	\$ 700.00	\$ 700.00	\$ 700.00
						Schedule A Subtotal:	\$ 28,005.00

Item No.	Base Bid Schedule B (Area 2)	Unit	Contract Quantity	Quantity to Date	Unit Price	Total Estimated Price	Contract Cost to Date
1	Street Sweeping	Hours	20	2	\$ 100.00	\$ 2,000.00	\$ 200.00
2	Bituminous Material for Fog Seal (CRS-2P)*	GAL	1,600	1,200	\$ 4.50	\$ 7,200.00	\$ 5,400.00
3	Seal Coating (FA-2 Class A)	SY	34,557	45,858	\$ 0.75	\$ 25,917.75	\$ 34,393.50
4	Bituminous Material for Seal Coat (CRS-2P)	GAL	10,792	10,900	\$ 3.00	\$ 32,376.00	\$ 32,700.00
5	Seal Coat Test Strip	EA	1	1	\$ 100.00	\$ 100.00	\$ 100.00
6	Linear Markings 4" Width Latex Solid White	LF	6,500	4,680	\$ 0.45	\$ 2,925.00	\$ 2,106.00
7	Linear Markings 4" Width Latex Double Yellow	LF	3,500	4,085	\$ 0.90	\$ 3,150.00	\$ 3,676.50
8	Linear Markings 12" Width Latex Solid White	LF	80	66	\$ 4.00	\$ 320.00	\$ 264.00
9	Traffic Control	LS	1	1	\$ 700.00	\$ 700.00	\$ 700.00
						Schedule B Subtotal:	\$ 74,688.75

Item No.	Base Bid Schedule C (Area 3)	Unit	Contract Quantity	Quantity to Date	Unit Price	Total Estimated Price	Contract Cost to Date
1	Street Sweeping	Hours	20	2	\$ 100.00	\$ 2,000.00	\$ 200.00
2	Bituminous Material for Fog Seal (CRS-2P)*	GAL	1,350	1,200	\$ 4.50	\$ 6,075.00	\$ 5,400.00
3	Seal Coating (FA-2 Class A)	SY	37,741	37,667	\$ 0.75	\$ 28,305.75	\$ 28,250.25
4	Bituminous Material for Seal Coat (CRS-2P)	GAL	11,324	11,300	\$ 3.00	\$ 33,972.00	\$ 33,900.00
5	Seal Coat Test Strip	EA	1	1	\$ 100.00	\$ 100.00	\$ 100.00
6	Pavement Message (RR Crossing) Latex	EA	1	1	\$ 300.00	\$ 300.00	\$ 300.00
7	Linear Markings 4" Width Latex Double Yellow	LF	350	425	\$ 0.90	\$ 315.00	\$ 382.50
8	Linear Markings 12" Width Latex Solid White	LF	85		\$ 3.50	\$ 297.50	\$ -
9	Linear Markings 24" Width Latex Solid White	LF	35	24	\$ 4.00	\$ 140.00	\$ 96.00
10	Traffic Control	LS	1	1	\$ 700.00	\$ 700.00	\$ 700.00
						Schedule C Subtotal:	\$ 72,205.25

Item No.	Base Bid Schedule D (Area 4)	Unit	Contract Quantity	Quantity to Date	Unit Price	Total Estimated Price	Contract Cost to Date
1	Street Sweeping	Hours	8	2	\$ 100.00	\$ 800.00	\$ 200.00
2	Bituminous Material for Fog Seal (CRS-2P)*	GAL	1,400	1,200	\$ 4.50	\$ 6,300.00	\$ 5,400.00
3	Seal Coating (FA-2 Class A)	SY	12,838	12,969	\$ 0.75	\$ 9,628.50	\$ 9,726.75
4	Bituminous Material for Seal Coat (CRS-2P)	GAL	4,592	4,280	\$ 3.00	\$ 13,776.00	\$ 12,840.00
5	Seal Coat Test Strip	EA	1		\$ 100.00	\$ 100.00	\$ -
6	Linear Markings 4" Width Latex Double Yellow	LF	2,100	2,470	\$ 0.88	\$ 1,848.00	\$ 2,173.60
7	Linear Markings 4" Width Latex Broken White	LF	4,200	3,800	\$ 0.44	\$ 1,848.00	\$ 1,672.00
8	Linear Markings 12" Width Latex Solid White	LF	200	193	\$ 3.50	\$ 700.00	\$ 675.50
9	Linear Markings 24" Width Latex Solid White	LF	32	81	\$ 4.00	\$ 128.00	\$ 324.00
10	Crosswalk Marking Paint White Latex	SF	250	252	\$ 3.50	\$ 875.00	\$ 882.00
11	Traffic Control	LS	1	1	\$ 700.00	\$ 700.00	\$ 700.00
						Schedule D Subtotal:	\$ 36,703.50

Base Bid Total: \$ 211,602.50 \$ 213,060.60

Item No.	Bid Alternate A	Unit	Contract Quantity	Quantity to Date	Unit Price	Total Estimated Price	Contract Cost to Date
1	Street Sweeping	Hours	5	2	\$ 100.00	\$ 500.00	\$ 200.00
2	Seal Coating (FA-2 Class A)	SY	7,666	8,970	\$ 0.75	\$ 5,749.50	\$ 6,727.50
3	Bituminous Material for Seal Coat (CRS-2P)	GAL	2,806	3,050	\$ 3.00	\$ 7,818.00	\$ 9,150.00
4	Seal Coat Test Strip	EA	1	1	\$ 100.00	\$ 100.00	\$ 100.00
5	Traffic Control	LS	1	1	\$ 100.00	\$ 100.00	\$ 100.00
						Bid Alternate A Total:	\$ 14,267.50

Item No.	Bid Alternate C	Unit	Contract Quantity	Quantity to Date	Unit Price	Total Estimated Price	Contract Cost to Date
1	Street Sweeping	Hours	10	2.5	\$ 100.00	\$ 1,000.00	\$ 250.00
2	Seal Coating (FA-2 Class A)	SY	13,624	24,176	\$ 0.75	\$ 10,218.00	\$ 18,132.00
3	Bituminous Material for Seal Coat (CRS-2P)	GAL	4,633	8,220	\$ 3.00	\$ 13,899.00	\$ 24,660.00
4	Seal Coat Test Strip	EA	1	1	\$ 100.00	\$ 100.00	\$ -
5	Traffic Control	LS	1	1	\$ 700.00	\$ 700.00	\$ 700.00
						Bid Alternate C Total:	\$ 25,917.00

Item No.	Bid Alternate E (North Valley and Oakwood Park Parking Lots)	Unit	Contract Quantity	Quantity to Date	Unit Price	Total Estimated Price	Contract Cost to Date
1	Street Sweeping	Hours	8	21.5	\$ 100.00	\$ 800.00	\$ 2,150.00
2	Bituminous Material for Fog Seal (CSS-1h)	GAL	1000	850	\$ 4.00	\$ 4,000.00	\$ 3,400.00
3	Seal Coating (FA-2 Class A)	SY	9,500	8,529	\$ 0.75	\$ 7,125.00	\$ 6,396.75
4	Bituminous Material for Seal Coat (CRS-2P)	GAL	3,300	2,900	\$ 3.00	\$ 9,900.00	\$ 8,700.00
5	Pavement Message (Handicap Parking) Latex	EA	8	8	\$ 100.00	\$ 800.00	\$ 800.00
6	Linear Markings 4" Width Latex Solid White	LF	3,000	2,698	\$ 0.66	\$ 1,980.00	\$ 1,780.68
						Bid Alternate E Total:	\$ 24,605.00

Subtotal (Alternates A, C, and E): \$ 64,789.50 \$ 83,246.93

Total Base Bid with Alternates A, C, and E: \$ 276,392.00 \$ 296,307.53

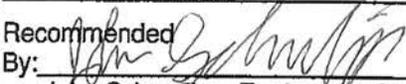
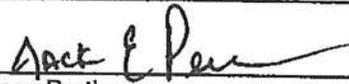
Original Contract Amount:	\$ 276,392.00
Change Order No. 1:	\$ 14,114.76
Final Compensating Change Order No. 2**:	\$ 4,000.77
Current Contract Amount:	\$ 294,507.53

Contract Work Completed to Date:	\$ 294,507.53
Retainage (0%):	\$ -
Previous Payments:	\$ 259,603.89
Amount Due This Final Payment #2:	\$ 34,903.64

Note: *CSS-1h Fog Seal was used in accordance with the project specifications in lieu of the CRS-2P that was listed on the bid form.
**The \$1,800 deduction is for the substitution of CSS-1h Fog Seal in lieu of CRS-2P Fog Seal paid in the above quantities.

FINAL COMPENSATING CHANGE ORDER NO. 2

**2015 PAVEMENT MANAGEMENT PROGRAM
CITY PROJECT NO. 2015-09B
SEALCOAT**

Owner: City of Inver Grove Heights 8150 Barbara Avenue Inver Grove Heights, MN 55077	Date of Issuance: November 9, 2015
Contractor: Pearson Brothers 11079 Lamont Avenue N.E. Hanover, MN 55341	Engineer: City Engineer
<u>PURPOSE OF CHANGE ORDER</u> See Attached	
CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIME
Original Contract Price: \$276,392.00	Original Contract Time:
Previous Change Orders (Change Order No. 1) \$14,114.76	Net Change from Previous Change Orders
Contract Price Prior to this Change Order \$290,506.76	Contract Time Prior to this Change Order
Net Increase of this Change Order \$4,000.77	Net Increase (Decrease) of Change Order
Contract Price with all Approved Change Orders \$294,507.53	Contract Time with Approved Change
Recommended By:  John Schmeling, Engineering Technician	Approved By:  Pearson Brothers

Approved By:



 Thomas J. Kaldunski, City Engineer

Approved By:

 George Tourville, Mayor

Date of Council Action:

 November 9, 2015

ATTACHMENT TO FINAL COMPENSATING CHANGE ORDER No. 2

CSS-1h Fog Seal

The project specifications called for CSS-1h fog seal material for streets being fog sealed. The bid form listed CRS-2P, which is a more expensive product. City staff directed the contractor to apply CSS-1h fog seal as required in the project specifications. The Contractor agreed to a reduced unit price of \$4 per gallon. The final quantity of CSS-1h placed on streets was 3,600 gallons.

$$3,600 \text{ gallons} \times \$0.50 = \$1,800.00$$

Total payment deduction for CSS-1h Fog Seal = (\$1,800.00)

Note: this is only a deduction from the work being paid and does not represent a reduction in contract amount. The final contract amount is determined by the final compensating change order amount calculated below.

Final Compensating Change Order

Final compensating amount to balance value of work completed and total payments made to Contractor. Accounts for miscellaneous increases and decreases in contract quantities listed in the Final Payment Voucher form.

Total Value of Work Completed to Date	\$294,507.53
<u>Contract Amount to Date</u>	<u>\$290,506.76</u>
Compensating Change Order Amount (Increase)	\$4,000.77

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

ENGINEER'S REPORT OF FINAL ACCEPTANCE

CITY PROJECT NO. 2015-09B
SEALCOAT

November 9, 2015

TO THE CITY COUNCIL
INVER GROVE HEIGHTS, MINNESOTA

HONORABLE MAYOR AND CITY COUNCIL MEMBERS:

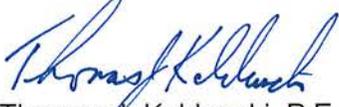
This is to advise you that I have received the work under contract to Pearson Brothers. The work consisted of Sealcoating.

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	\$276,392.00
CHANGE ORDERS (Addition)	\$18,115.53
FINAL CONTRACT AMOUNT	\$294,507.53
FINAL VALUE OF WORK	\$294,507.53
PREVIOUS PAYMENTS	\$259,603.89
BALANCE DUE	\$34,903.64

Sincerely,



Thomas J. Kaldunski, P.E.
City Engineer

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

RESOLUTION ACCEPTING WORK OF PEARSON BROTHERS AND AUTHORIZING FINAL
PAYMENT IN THE AMOUNT OF \$34,903.64

2015 PAVEMENT MANAGEMENT PROGRAM
CITY PROJECT NO. 2015-09B – SEALCOAT

RESOLUTION NO. _____

WHEREAS, pursuant to a written contract with the City of Inver Grove Heights dated May 11, 2015, Pearson Brothers, satisfactorily completed improvements and appurtenances for the 2015 Pavement Management Program, City Project No. 2015-09B – Sealcoat.

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 9th day of November 2015.

AYES:

NAYS:

George Tourville, Mayor

ATTEST:

Michelle Tesser, City Clerk

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Resolution Authorizing Preparation of a Feasibility Report for City Project No. 2015-20 – NWA Trunk Utility Improvements, Robert District

Meeting Date: November 9, 2015
Item Type: Consent
Contact: Thomas J. Kaldunski, 651-450-2572
Prepared by: Steve W. Dodge, Asst. City Engineer
Reviewed by: Scott 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: NWA Utility Connection Fees (Fund 511 Water NWA, Fund 512 Sewer NWA)

PURPOSE/ACTION REQUESTED

Consider resolution authorizing preparation of a feasibility report for City Project No. 2015-20 – NWA Trunk Utility Improvements, Robert District.

SUMMARY

At its October 26, 2015 regular meeting, the City Council approved the preliminary PUD for the Hannah Meadows Development located in the northeast corner of Robert Trail South (T.H. 3) and 70th Street East (CSAH 26). The City and developer will need to agree to shared costs on the trunk watermain and sanitary sewer. In addition, the trunk utilities must be properly sized and constructed in order to serve properties beyond the Hannah Meadows development. The feasibility study for City Project No. 2015-20 – NWA Trunk Utility Improvements, Robert District will identify the trunk utility costs, funding, alignments, sizing and land acquisition necessary to serve the Hannah Meadows development and adjacent lands.

Attached is a proposal from Bolton & Menk, Inc. to prepare the feasibility report. The feasibility study is scheduled to be brought before Council at its December 14 Council meeting in order to consider setting the public hearing and approving necessary steps for land acquisition to occur in conjunction with Hannah Meadows final PUD approval and construction timelines.

The proposed resolution authorizes a feasibility study, selecting Bolton & Menk, Inc. as the consulting engineering firm; authorizes staff or consultant to secure land acquisition services per negotiated agreements; authorizes the City Attorney to begin easement and land acquisition related activities and preparation; and authorizes staff or consultant to obtain geotechnical services for trunk utilities.

I recommend adoption of the resolution approving preparation of a feasibility report for City Project No. 2015-20 – NWA Trunk Utility Improvements, Robert District.

TJK/kf

Attachments: Resolution
Exhibits
Map

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

**RESOLUTION AUTHORIZING PREPARATION OF A FEASIBILITY REPORT FOR CITY
PROJECT NO. 2015-20 – NWA TRUNK UTILITY IMPROVEMENTS, ROBERT DISTRICT**

RESOLUTION NO. _____

WHEREAS, on October 26, 2015, City Council approved the Hannah Meadows PUD which included trunk utilities necessary to serve the development and adjacent properties; and

WHEREAS, the NWA Water and Sanitary Extensions feasibility report dated May 2005 identifies the costs of trunk sanitary sewers and watermains as amended by subsequent NWA updates; and

WHEREAS, a feasibility report and preliminary design is necessary to identify the costs of trunk utilities, cost-sharing with developer (City portion), routes and size of trunk utilities serving properties outside of Hannah Meadows development, and identify land acquisition needs.

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

1. The preparation of a feasibility report for City Project No. 2015-20 is hereby authorized.
2. The City Engineer or consultant is hereby authorized to secure land acquisition services for the project per negotiated agreements.
3. The City Attorney is hereby authorized to begin easement acquisition related activities and preparation. The City Engineer or his professional consultants are hereby authorized to assist the City Attorney in easement acquisition preparation.
4. The contract for these improvements shall be let no later than three years after the adoption of this resolution.
5. The Council authorizes the use of Fund 511 Water NWA and Fund 512 Sewer NWA to finance the project utilizing fees collected at the time of development and permitting of related NWA developments.
6. Authorize geotechnical services for said project to be secured by the City Engineer.

Adopted by the City Council of Inver Grove Heights this November 9, 2015

AYES:

NAYS:

George Tourville, Mayor

ATTEST:

Michelle Tesser, City Clerk



BOLTON & MENK, INC.[®]

Consulting Engineers & Surveyors

12224 Nicollet Avenue • Burnsville, MN 55337
Phone (952) 890-0509 • Fax (952) 890-8065
www.bolton-menk.com

October 29, 2015

Mr. Steve Dodge, P.E.
Assistant City Engineer
City of Inver Grove Heights
8150 Barbara Avenue
Inver Grove Heights, MN 55077

Re: Proposal for Professional Engineering Services
Trunk Utility Improvements – Robert District
City of Inver Grove Heights, Minnesota

Dear Mr. Dodge:

Thank you for the opportunity to submit this proposal to complete a feasibility study for trunk infrastructure improvements within the Robert Sewer District associated for the future Hannah Meadows development in the City of Inver Grove Heights. This proposal is based on our discussions and the email correspondence and maps that were provided.

As you are aware, Bolton & Menk has been assisting the City since 2006 with the development of the City's Northwest Area infrastructure. Our work has included reviews of past study reports, the completion of additional studies and reports, the design and construction of the first \$12M of trunk utility improvements in the area, and the recent design of the Argenta Trunk Utilities through the Blackstone developments. We believe our collective experience and knowledge of the NW Area make us especially qualified to assist in the continued development of the area, and we are pleased to complete this next study for you and the City. The following details our project understanding, scope, and associated fees.

PROJECT UNDERSTANDING

According to our discussions, the City of Inver Grove Heights desires to complete a feasibility study and report for public infrastructure improvements necessary to support the future Hannah Meadows Development in the City's Northwest Area – Robert District. The Hannah Meadows development is located north of 70th Street and east of T.H. 3. We understand a preliminary plat has been approved and we have attached a copy of the proposed utility layout for reference.

While the feasibility study and report will focus on the Hannah Development areas, a high-level review of adjacent properties will be completed to determine how best to serve those areas too. Bolton & Menk completed (updated) sanitary sewer flow models for this area as a part of the original NW Area Feasibility Study and design of the initial trunk utilities. We have also attached Figure 1 from the original Bonestroo Feasibility Report completed for this area. The figure illustrates that it will be essential to maintain proper elevations of sanitary sewer through the Hannah Meadows development to ensure the required sewershed boundaries can be served by this pipe. We will re-evaluate these flows based on potential changes in alignments and any other land use changes since the initial study was completed.

N:\Proposals\Inver Grove Heights\Argenta Trunk Utility Improvements 103015\Proposal Files\Hannah Meadows Feasibility.docx

DESIGNING FOR A BETTER TOMORROW

Bolton & Menk is an equal opportunity employer



In accordance with the City's requirements and our expressed understanding of the project details, Bolton & Menk proposes the following project approach to successfully complete the feasibility study.

PROJECT APPROACH

Bolton & Menk will evaluate trunk sanitary sewer and watermain extension through the Hannah Meadows development and how to best serve the sewersheds beyond the development in order to extend trunk sewer and water for future availability. These extensions will be coordinated with the trunk sanitary sewer and watermain extensions Bolton & Menk designed for the Northwest Area, as well as with the original alignments presented in the original *Northwest Expansion Area* feasibility report. Our evaluation will assess the feasibility and costs of completing these extensions.

Through previous studies and reports completed in the vicinity of the Hannah Meadows development, consideration has been given to the area's anticipated watermain and sanitary sewer improvements. Through our evaluation of these studies, along with our own knowledge and experience within the Northwest Area, we have identified the following key issues that must be considered during the completion of the feasibility study:

- Review and modifications, if necessary, of the sanitary sewer flow data provided in Northwest Area Water & Sanitary Extensions Feasibility Study for areas north of 70th Street.
- Coordination and confirmation of updated sanitary sewer flow data with Bolton & Menk's updated sewer flow information previously completed within the Northwest Area.
- Coordination with Bolton & Menk's final design and engineering of the trunk watermain as a part of the 2006 Northwest Area Trunk Utility Improvements sanitary sewer and watermain extensions to 70th Street to ensure consistent application of design standards, specifications, materials, and regulatory requirements.
- Coordination with suggested alignments in the *Northwest Expansion Area* feasibility report.
- Review potential profiles as indicated within the Hannah Meadows preliminary plans, with alternative alignments, to better evaluate sewer depth.
- The possibilities of easement acquisition through adjacent private properties
- The impacts of terrain and geographic relief on the trunk sanitary sewer and watermain alignments.
- The impact of wetlands and the City's Natural Resources Inventory on the trunk sanitary sewer and watermain alignments.
- Private utility impacts.
- Identify necessary permits and approvals required.
- Evaluate adjacent developments and preliminary plats for impact on alignments.
- Cost estimates for proposed trunk utility extensions.

Bolton & Menk will complete the feasibility study utilizing existing available information relative to the Hannah Meadows, current development updates, and the Northwest Area. This information is expected to include, but is not limited to, existing and proposed developments, previous study reports, plat information, aerial photography and pictometry, and digital contour information. No field work such as supplemental field topography, or tree inventories are proposed at this time, although we will need to order the borings for the deep trunk sewer geotechnical guidance and related construction costs.



LAND ACQUISITION

It is our understanding that the City is interested in understanding what the potential costs may be acquire easements for the proposed trunk utility (sanitary sewer and watermain) alignments beyond the Hannah Meadows development to the extents of the sewersheds impacted by the pipe traversing Hannah Meadows. Upon these alignments being defined as a part of the preliminary engineering report. Bolton & Menk would work with Evergreen Land Services to determine the market value for easement acquisition on a price per square foot basis. We would then evaluate the depth and location of the trunk utilities to determine the required temporary and permanent easement areas to be able to maintain and/or replace the utilities. We will evaluate the alignments as if they will require easement acquisition in all areas that are not currently public rights-of-way. These costs will be presented as a part of the cost estimate.

PROJECT SCHEDULE

Bolton & Menk has staff available to get started upon execution of this contract. We anticipate the report to take approximately 3 weeks to be completed and submitted to the City for review.

PROPOSED FEES

In accordance with the City of Inver Grove Heights' project requirements, Bolton & Menk proposes to complete the scope of work as described above for a not-to-exceed hourly fee of \$18,700.

Please be assured that we are committed to completing this study within the proposed schedule and cost and in accordance with all of your requirements and expectations.

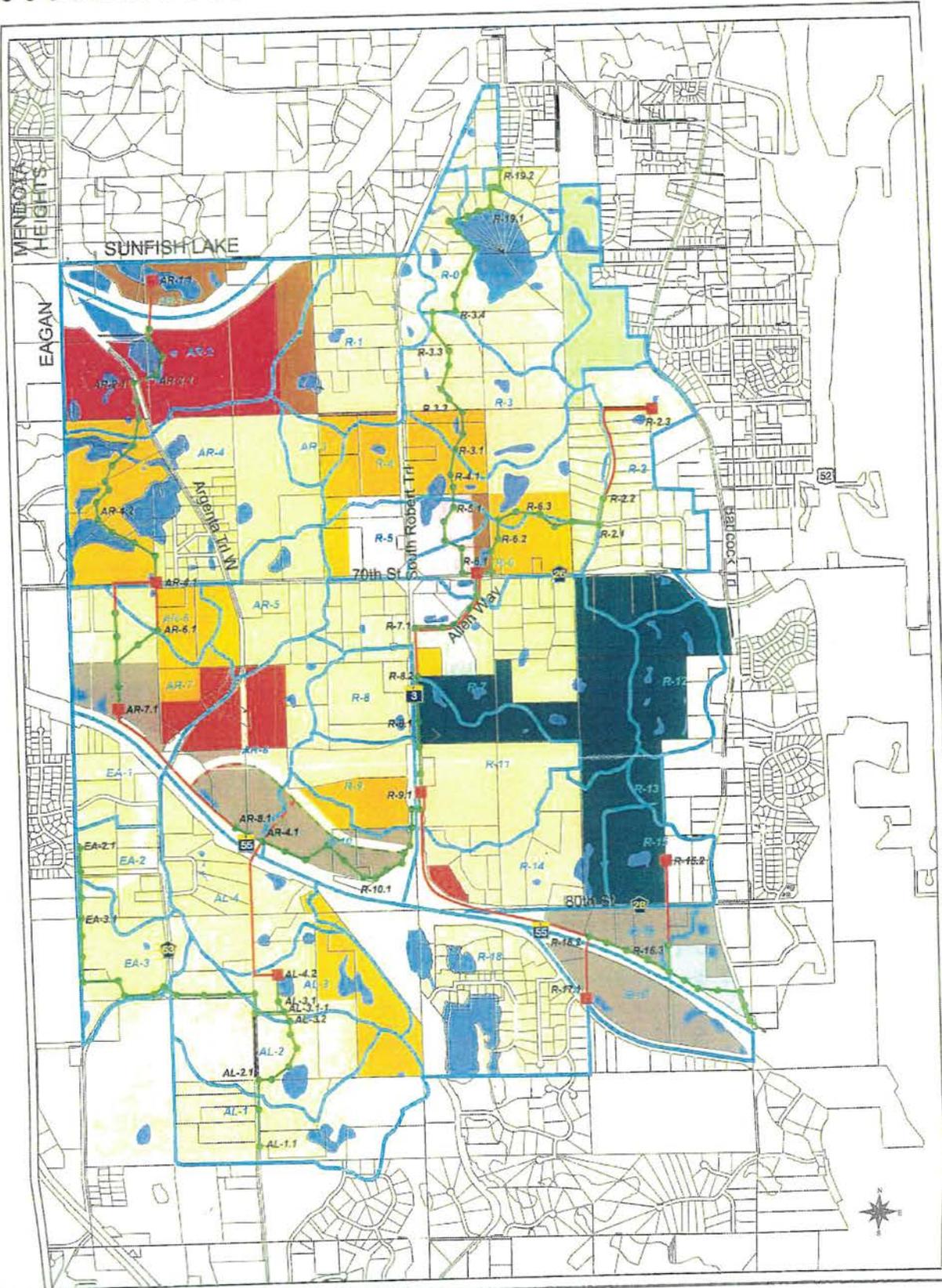
Thank you, again, for inviting Bolton & Menk to offer you this proposal, as well as your continued consideration of our services to the City of Inver Grove Heights and the Northwest Area. We look forward to working with you and the City on this project. If you have any questions regarding our proposal, please do not hesitate to call us.

Sincerely,

BOLTON & MENK, INC.

A handwritten signature in black ink, appearing to read "Brian Hilgardner". The signature is fluid and cursive, written over a white background.

Brian Hilgardner, P.E.
Principal Engineer



City of Inver Grove Heights

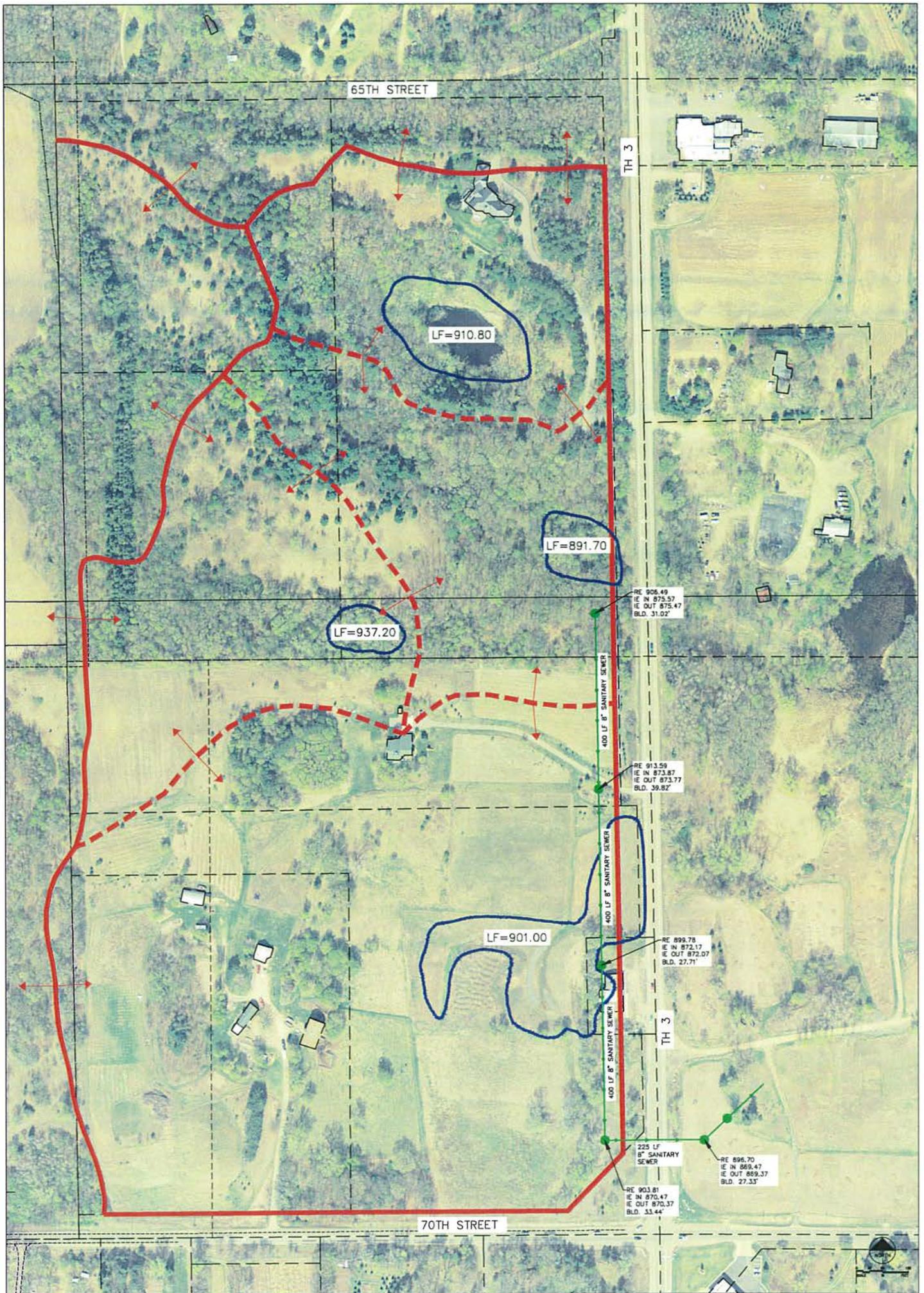
**Proposed Utility Extensions
with
Proposed Land Use**

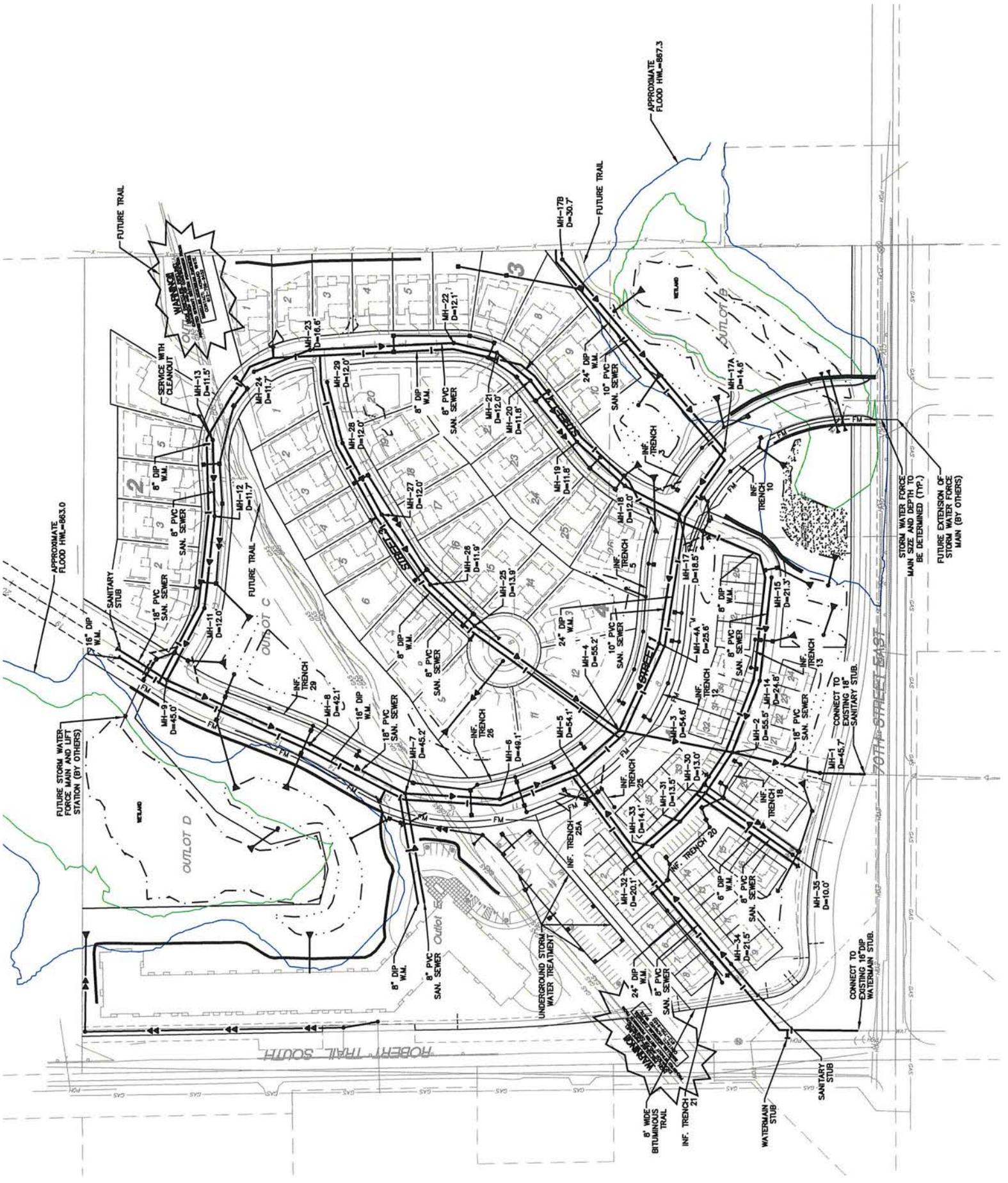
Appendix C
Figure 1



April 2005
1547847804117cadgk\mproj\ctlan_swwr.apr

Gravity Sewer	Basin Boundary
Alternate gravity sewer	Basin ID
Alternate forccmain	Project Boundary
manhole	
Lift station	
Land Use Category	
Commercial	Pub/Institutional
Industrial/Office	Mixed Use
Low Density Residential	Golf Course
Low/Medium Density	Park
Medium Density Residential	Right-of-Way
High Density Residential	Water





APPROXIMATE FLOOD IHW=663.0

APPROXIMATE FLOOD IHW=667.3

FUTURE TRAIL

FUTURE TRAIL

WARNING
 ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE CITY OF WILKINSON, MISSISSIPPI, STANDARD SPECIFICATIONS FOR CONSTRUCTION AND MAINTENANCE OF PUBLIC WORKS, LATEST EDITION.
 CONTRACT NO. 2018-0000000000000000

WARNING
 ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE CITY OF WILKINSON, MISSISSIPPI, STANDARD SPECIFICATIONS FOR CONSTRUCTION AND MAINTENANCE OF PUBLIC WORKS, LATEST EDITION.
 CONTRACT NO. 2018-0000000000000000

STORM WATER FORCE MAIN SIZE AND DEPTH TO BE DETERMINED (TYP.)
 FUTURE EXTENSION OF STORM WATER FORCE MAIN (BY OTHERS)

CONNECT TO EXISTING 16\"/>

CONNECT TO EXISTING 16\"/>

FUTURE STORM WATER FORCE MAIN AND LIFT STATION (BY OTHERS)

UNDERGROUND STORM WATER TREATMENT

OUTLET D

OUTLET C

OUTLET B

SANITARY STUB

SANITARY STUB

WATERMAIN STUB

6\"/>

INF. TRENCH

8\"/>

24\"/>

8\"/>

INF. TRENCH

8\"/>

CONNECT TO EXISTING 16\"/>

SANITARY STUB

WATERMAIN STUB

6\"/>

INF. TRENCH

8\"/>

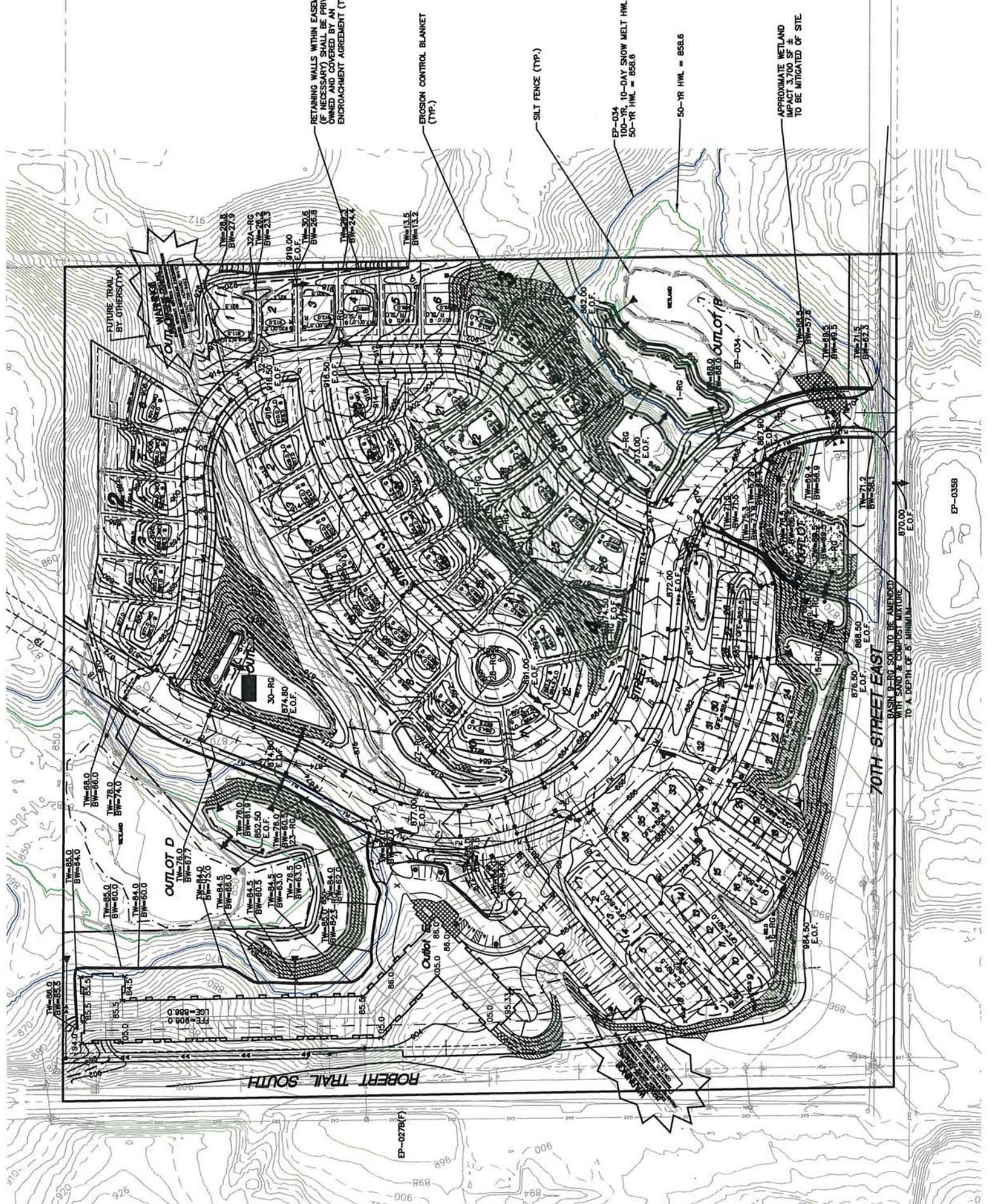
24\"/>

8\"/>

INF. TRENCH

8\"/>

- 4. SURCHARGE BUILDING PEI STRUCTURAL REPORTS AS NO BUILDING REQUIRED RE CONSTRUCTE THE PURPOSES MAINTAINED "BIG BLOCK" THE CITY EN TOP SOIL IS DESCRIBED I MANUAL UNL APPLICATION
- 5. APPROXIMATE GF CUT: 212,7300.0 FILL: 100,115.00
- 6. RETAINING WALLS WITHIN EASEMENTS (IF NECESSARY) SHALL BE PRIVATELY OWNED AND COVERED BY AN ENCROACHMENT AGREEMENT (TYP.)
- EROSION CONTROL BLANKET (TYP.)
- SILT FENCE (TYP.)
- EP-034 100-YR. 10-DAY SNOW MELT HWL = 887.3 50-YR HWL = 858.6
- 50-YR HWL = 858.6
- APPROXIMATE WETLAND IMPACT 3,700 SF ± TO BE MITIGATED OF SITE



APPROXIMATE GF
 CUT: 212,7300.0
 FILL: 100,115.00

RETAINING WALLS WITHIN EASEMENTS
 (IF NECESSARY) SHALL BE PRIVATELY
 OWNED AND COVERED BY AN
 ENCROACHMENT AGREEMENT (TYP.)

EROSION CONTROL BLANKET
 (TYP.)

SILT FENCE (TYP.)

EP-034
 100-YR. 10-DAY SNOW MELT HWL = 887.3
 50-YR HWL = 858.6

50-YR HWL = 858.6

APPROXIMATE WETLAND
 IMPACT 3,700 SF ±
 TO BE MITIGATED OF SITE

70TH STREET EAST

BASIN 9-RG SOIL TO BE AMENDED
 WITH SAND & COMPOST MIXTURE
 TO A DEPTH OF 5" MINIMUM

EP-035B

EP-027B(F)

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Agreement for Technical Services for Conservation Projects with Dakota County Soil and Water Conservation District (DCSWCD) and a Resolution regarding Administration of the Wetland Conservation Act and Regulatory Assistance pertaining to the Wetlands Conservation Act

Meeting Date: November 9, 2015
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

SJT

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED

Approve Agreement for Technical Services for Conservation Projects with Dakota County Soil and Water Conservation District (DCSWCD) and a resolution regarding administration of the Wetland Conservation Act and regulatory assistance pertaining to the Wetlands Conservation Act.

BACKGROUND

The City has participated in many DCSWCD programs over the years. The City and DCSWCD have completed a number of joint activities in recent years.

In May 2013, the City Council passed a resolution authorizing an agreement for technical services with the DCSWCD. These services included technical services work to be done by the DCSWCD on the rain gardens, water quality evaluation, and grant writing.

The DCSWCD has prepared the Joint Powers Agreement for these services to be extended to 2018. This agreement will include all previous technical services available for the Engineering Division. The agreement has been slightly modified to allow the Planning Division to utilize the DCSWCD for work related to Wetlands Conservation Act of 1991. The Planning Division has been using the DCSWCD for these services. This agreement will now specifically reference the regulatory assistance the DCSWCD will provide associated with the MN Wetland Conservation Act.

The Dakota DCSWCD Board has approved execution of Joint Powers Agreement for Technical Services pending review of the County Attorney’s Office. The JPA will follow the same format as past JPAs with the following modifications:

- (a) the term in item 2 will remain in effect until December 31, 2018
- (b) the scope of services has been modified to include the work related to the MN Wetlands Conservation Act

- (c) the payment for services will be by the Division using these technical services from their current professional services budget

With the resolution regarding administration of the Wetland Conservation Act (WCA), the City continues to accept the administrative responsibility as the LGU under WCA. The DCSWCD would take over the application procedure including accepting applications and doing the official notifications. This will increase customer service as applications would be handled more efficiently and the applicants would be working with the agency that would be doing the field review. A fee for their review is paid for by the applicant. In most cases, the fees charged by DCSWCD are less than the City would charge using consultants for the review. There is no cost to the City for DCSWCD to do wetland reviews. City staff is still informed of all applications. Applications of wetland replacement plans still require approval by the City Council.

It is recommended that the City Council authorize the Mayor to execute the Joint Powers Agreement with DCSWCD. It is also recommended that the City Council approve the attached resolution regarding administration of the Wetland Conservation Act of 1991.

TJK/kf

Attachments: Resolution regarding administration of the Wetland Conservation Act
Joint Powers Agreement

**INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA**

RESOLUTION REGARDING THE ADMINISTRATION OF THE WETLAND ACT OF 1991

RESOLUTION NO. _____

WHEREAS, the Minnesota Wetland Conservation Act of 1991 (WCA) requires local governmental units (LGUs) to implement this law by adopting the rules and regulations promulgated by the Minnesota Board of Water and Soil Resources (BWSR) pertaining to wetland draining, filling and excavation; and

WHEREAS, the BWSR is requesting notification of an LGU's decision adopting or excepting administrative responsibility for another LGU in accordance with Minn. Rules part 8420.0260, item a: which requires each local government unit of the State to acknowledge in writing to the board that it is assuming its responsibilities under the WCA; and

WHEREAS, the LGU is responsible for allowing the WCA rules as states in 8420.0200, Determining Local Government Unit Duties.

NOW, THEREFORE, BE IT RESOLVED THAT the City of Inver Grove Heights hereby accepts the administrative responsibility as the LGU for the WCA within our legal boundaries as of November 9, 2015 within the guidelines as set forth by the WCA rules.

THEREFORE, BE IT FURTHER RESOLVED THAT Inver Grove Heights hereby acknowledges and delegates decision and administrative authority to Dakota County Soil and Water Conservation District and their technical staff for the following purposes:

- Official Listing as LGU Contact
- Wetland Delineations and Wetland Determinations
- No Loss Determinations
- Exemption Determinations
- Providing State Required Annual WCA Reports

Adopted this 9th day of November by the City Council of Inver Grove Heights, Minnesota.

AYES:

NAYS:

George Tourville, Mayor

ATTEST:

Melissa Tesser, City Clerk

**INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA**

RESOLUTION REGARDING THE ADMINISTRATION OF THE WETLAND ACT OF 1991

RESOLUTION NO. _____

WHEREAS, the Minnesota Wetland Conservation Act of 1991 (WCA) requires local governmental units (LGUs) to implement this law by adopting the rules and regulations promulgated by the Minnesota Board of Water and Soil Resources (BWSR) pertaining to wetland draining, filling and excavation; and

WHEREAS, the BWSR is requesting notification of an LGU's decision adopting or excepting administrative responsibility for another LGU in accordance with Minn. Rules part 8420.0260, item a: which requires each local government unit of the State to acknowledge in writing to the board that it is assuming its responsibilities under the WCA; and

WHEREAS, the LGU is responsible for allowing the WCA rules as states in 8420.0200, Determining Local Government Unit Duties.

NOW, THEREFORE, BE IT RESOLVED THAT the City of Inver Grove Heights hereby accepts the administrative responsibility as the LGU for the WCA within our legal boundaries as of November 9, 2015 within the guidelines as set forth by the WCA rules.

THEREFORE, BE IT FURTHER RESOLVED THAT Inver Grove Heights hereby acknowledges and delegates decision and administrative authority to Dakota County Soil and Water Conservation District and their technical staff for the following purposes:

- Official Listing as LGU Contact
- Wetland Delineations and Wetland Determinations
- No Loss Determinations
- Exemption Determinations
- Providing State Required Annual WCA Reports

Adopted this 9th day of November by the City Council of Inver Grove Heights, Minnesota.

AYES:

NAYS:

George Tourville, Mayor

ATTEST:

Melissa Tesser, City Clerk

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

THE PARTIES TO THIS AGREEMENT are the Dakota County Soil and Water Conservation District ("SWCD") and the City of Inver Grove Heights ("City"), both political subdivisions of the State of Minnesota and "governmental units" as that term is defined in Minn. Stat. § 471.59. This Agreement is made pursuant to the authority conferred upon the parties by Minn. Stat. § 471.59. (The SWCD and the City are hereinafter referred to collectively as the "Parties").

NOW THEREFORE, the Parties, in joint and mutual exercise of their powers, agree as follows:

1. **PURPOSE.** The purpose of this Agreement is to define the responsibilities and obligations of the SWCD and the City for services to be provided by the SWCD to the City related to the planning, design and installation of conservation practices.
2. **TERM.** This Agreement shall be effective the date of the signatures of the Parties to this Agreement and shall remain in effect until December 31, 2018, or until completion by the Parties of their respective obligations under this Agreement, whichever occurs first, unless earlier terminated by law or according to the provisions of this Agreement.
3. **DESCRIPTION OF SERVICES.** The City agrees to purchase the SWCD staff hours to provide technical assistance related to the planning, design and installation of voluntary conservation practices, or regulatory assistance associated with the Minnesota Wetland Conservation Act, on an as-needed and as-available basis, and according to the applicable staff hourly rate set annually by the SWCD Board (e.g., \$75.00 per hour in 2016).

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

4. **TIME OF PAYMENT.** The City shall make payment to the SWCD within 35 days of the date on which an itemized invoice is received. If an invoice is incorrect, defective, or otherwise improper, the City shall notify the SWCD within 10 days of receiving the incorrect invoice. Upon receiving the corrected invoice, the City shall make payment within 35 days.
5. **PAYMENT FOR UNAUTHORIZED CLAIMS.** The City may refuse to pay any claim that is not specifically authorized by this Agreement. Payment of a claim shall not preclude the City from questioning the propriety of the claim. The City reserves the right to offset any overpayment or disallowance of claim by reducing future payments.
6. **PAYMENT UPON EARLY TERMINATION.** In the event this Agreement is terminated before the completion of services, the City shall pay the SWCD for services provided in a satisfactory manner, in a pro-rated sum of the rates set forth in Section 3 above based upon actual time spent.
7. **COMPLIANCE WITH LAWS/STANDARDS.** The SWCD shall abide by all federal, state or local statutes, ordinances, rules and regulations now in effect or hereafter adopted pertaining to this Agreement or to the facilities, programs and staff for which the SWCD is responsible.
8. **INDEPENDENT CONTRACTOR STATUS.** Nothing in this Agreement is intended or should be construed as creating the relationship of a partnership, joint venture or employer-employee relationship between the Parties. Officers, employees or agents of one party shall not be considered officers, employees or agents of the other party.

9. SUBCONTRACTING. A party shall not enter into any subcontract for the performance of the services contemplated under this Agreement nor assign any interest in this Agreement without prior written consent of the other party and subject to such conditions and provisions as are deemed necessary. The subcontracting or assigning party shall be responsible for the performance of its subcontractors or assignees unless otherwise agreed.
10. ASSIGNMENT. A party shall not assign any interest it has in this Agreement without prior written consent of the other party. The assigning party shall be responsible for the performance of its assignee unless otherwise agreed.
11. LIABLE FOR OWN ACTS. Each party to this Agreement shall be liable for the acts of their own officers, employees and agents and the results thereof to the extent authorized by law and shall not be responsible for the acts of the other party, its officers, employees and/or agents. It is understood and agreed that the provisions of the Municipal Tort Claims Act, Minn. Stat. ch. 466, and other applicable laws govern liability arising from a party's acts or omissions. Each party warrants that it has an insurance or self-insurance program and that it has minimum coverage consistent with the liability limits contained in Minn. Stat. ch. 466.
12. COOPERATION AND TIMELINESS. The SWCD and City will cooperate and use reasonable efforts to carry out efficiently the various provisions of this Agreement. The Parties agree to resolve disputes in an equitable and timely manner. Time is of the essence in this Agreement. A party may consider the other party's failure to perform the other party's duties within the timelines under this Agreement as a material breach.
13. AUTHORIZED REPRESENTATIVES. The following named persons are designated the authorized representatives of Parties for purposes of this Agreement. These persons have authority to bind the party they represent and to consent to modifications and subcontracts, except that, the authorized representatives shall have only the authority specifically or generally granted by its respective Board. Notification required to be provided pursuant to this Agreement shall be provided to the following named persons and addresses unless otherwise stated in this Agreement, or in a modification of this Agreement.

To the SWCD:
 Brian Watson or successor, Director
 Dakota County SWCD
 4100 220th Street West, Suite 102
 Farmington, MN 55024
 Telephone: (651) 480-7778

To the City:
 Scott Thureen or successor
 Public Works Director
 City of Inver Grove Heights
 8150 Barbara Avenue
 Inver Grove Heights, MN 55077

14. LIAISONS. To assist the Parties in the day-to-day performance of this Agreement and to develop service, ensure compliance and provide ongoing consultation, a liaison shall be designated by the SWCD and the City. The Parties shall keep each other continually informed, in writing, of any change in the designated liaison. At the time of execution of this Agreement, the following persons are the designated liaisons:

SWCD Liaison: Curt Coudron
 Telephone: (651) 480-7774
 Email: curt.coudron@co.dakota.mn.us

City Liaison: Tom Kaldunski
 Telephone: (651) 450-2572
 Email: tkaldunski@ci.inver-grove-heights.mn.us

15. DEFAULT: FORCE MAJEURE. Neither party shall be liable to the other party for any loss or damage resulting from a delay or failure to perform due to unforeseeable acts or events outside the defaulting party's reasonable control, providing the defaulting party gives notice to the other party as soon as possible. Acts and events may include acts of God, acts of terrorism, war, fire, flood, epidemic, acts of civil or military authority, and natural disasters.

16. DATA PRIVACY. All data created, collected, received, stored, used, maintained, or disseminated in the performance of this Agreement is subject to the requirements of the Minnesota Government Data Practices Act, Minn. Stat. ch. 13 and the Minnesota Rules implementing the Act now in force or hereafter adopted as well as the federal laws on data privacy.

The City may give the SWCD access to, or the SWCD may become aware of, private or confidential information in performing services under this Agreement. Private and confidential information is data that is not public under Minn. Stat. ch. 13. The SWCD will keep the private and confidential information only for use in performing services under this Agreement. The SWCD will impose procedures as are necessary to assure nondisclosure of private and confidential information directly or indirectly to third parties.

17. OWNERSHIP OF WORK PRODUCT. If the SWCD uses the City's copyrighted material in performing work for this Agreement, the SWCD will protect the City's right, title and interest in the copyrighted material. Before using a third party's copyrighted material, the SWCD will get permission from the third-party. Where applicable, work products created by the SWCD under this Agreement are "works made for hire" as defined in the U.S. Copyright Act. The City owns the copyright interests in the work product. The City may use, copy and make derivative works of the same, with no duty for an accounting to the SWCD. The SWCD may use portions or excerpts from the materials prepared under this Agreement.

18. RECORDS DISCLOSURE/RETENTION. Bonds, records, documents, papers, accounting procedures and practices, and other evidences relevant to this Agreement are subject to the examination, duplication, transcription and audit by each party to this Agreement and the Legislative or State Auditor, pursuant to Minn. Stat. § 16C.05, Subd. 5. Such evidences are also subject to review by the Comptroller General of the United States, or a duly authorized representative, if federal funds are used for any work under this Agreement. Each governmental unit agrees to maintain such evidences for a period of six years from the date services or payment were last provided or made or longer if any audit in progress requires a longer retention period.

19. TERMINATION. Either party may terminate this Agreement for cause by giving seven days' written notice or without cause by giving 30 days' written notice, of its intent to terminate, to the other party. Such notice to terminate for cause shall specify the circumstances warranting termination of this Agreement. Cause shall mean a material breach of this Agreement and any supplemental agreements or amendments thereto. Notice of Termination shall be made by certified mail or personal delivery to the authorized representative of the other party. Termination of this Agreement shall not discharge any liability, responsibility or other right of any party, which arises from the performance of or failure to adequately perform the terms of this Agreement prior to the effective date of termination.

Notwithstanding any provision of this Agreement to the contrary, either party may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, Minnesota Agencies, or other funding source, or if its funding cannot be continued at a level sufficient to allow payment of the amounts due under this Agreement.

20. MODIFICATIONS. Any alterations, variations, modifications, or waivers of the provisions of this Agreement shall only be valid when they have been reduced to writing and signed by the authorized representatives of the Parties.
21. MINNESOTA LAW TO GOVERN. This Agreement shall be governed by and construed in accordance with the substantive and procedural laws of the State of Minnesota, without giving effect to the principles of conflict of laws. All proceedings related to this Agreement shall be venued in the County of Dakota, State of Minnesota.
22. DISPOSITION OF PROPERTY. Any property purchased with City money to perform services under this Agreement is owned by the City and will be returned by the SWCD to the City at the termination of this Agreement.

- 23. FINAL AGREEMENT AND SEVERABILITY. This Agreement is the final agreement of the Parties and the complete and exclusive statement of the terms agreed on and supersedes all prior negotiations, understandings or agreements. The terms of this Agreement are severable. A determination that a part of this Agreement is invalid or unenforceable does not affect the validity or enforceability of the remainder of this Agreement, unless the part or parts that are invalid or unenforceable substantially undermine the value of the entire Agreement for either Party.
- 24. SURVIVORSHIP. The following provisions under this Agreement survive after the termination date of this Agreement: Sections 11 (Liable for Own Acts); 15 (Force Majeure); 16 (Data Privacy); 17 (Ownership of Work Product); 18 (Records Disclosure/Retention); 21 (Minnesota Law to Govern); and 22 (Disposition of Property).

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date(s) indicated below.

CITY OF INVER GROVE HEIGHTS

By _____
 George Tourville, Mayor
 Date of Signature _____

Attest _____
 _____ (title)
 Date of Signature _____

DAKOTA COUNTY SOIL AND WATER CONSERVATION DISTRICT

By _____
 Chris Nielsen, Chair
 Board of Supervisors
 Date of Signature _____

Approved as to Form:

/s/Helen R. Brosnahan _____ November 4, 2015
 Assistant Dakota County Attorney Date
 KS-15-470



2016 Fee Schedule

Technical Assistance	Fee	Description/Notes
General Services	\$75/hour	Hourly rate will be used for scope of services described under grants and agreements.
Minnesota Board of Water and Soil Resources Grants (billable rates)	See current BWSR Policy. Rates to be rounded down to nearest dollar.	For applicable BWSR grants otherwise hourly fee under General Services applies.
Conservation Plans required under State Statute	\$500	Examples include but not limited to: Minnesota Department of Agriculture Form AG-01313 Metropolitan Ag. Preserves Program Green Acres Program
Wetland Conservation Act Services when Serving as Administrator via LGU Resolution	Fee	Description/Notes
Wetland Determination Request	\$0	Provide off-site wetland determination Provide base map showing potential wetlands Provide recommendation on need for further field analysis
Wetland Delineation and Boundary Application	\$300	Review application for completeness Provide WCA Notice for comment Provide WCA Notice of Decision
No Loss or Exemption Application	\$300	Review application for completeness Provide WCA Notice for comment Provide WCA Notice of Decision
Wetland Replacement Plan Application	\$500	Review application for completeness Provide WCA Notice for comment Provide WCA Notice of Decision
Wetland Bank Plan Application	\$500	Review application for completeness Provide WCA Notice for comment Provide WCA Notice of Decision
Wetland Monitoring Reports	\$300	Review annual reports for completeness Prepare correspondence for LGU signature Facilitate TEP signatures for Certificate of Compliance Provide recommendation to LGU for non compliance

Request for local appeal hearing to an SWCD generated decision	\$500	Local appeal hearing required prior to applicant appealing to BWSR
Commercial Pesticide Applicators Exams	Fee	Description/Notes
Processing Fee	\$25	Applies to anyone testing at the Dakota SWCD office who wishes to have test results mailed to Minnesota Department of Agriculture
Printing Services	Fee	Description/Notes
Individual Prints (minimum charge) Draft Quality Prints High Quality Prints	\$25 \$2.50/sq.ft. \$3.50/sq.ft.	The SWCD will provide printing services to partnering organizations for producing large scale maps upon request and at the discretion of staff.
Copying Charges	See Current County Policy	Fee Schedule will be the same as Copy Fee Schedule adopted annually by County Board.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Approval of the 2016 Proposed Convention and Visitors Bureau Budget

Meeting Date: November 9th, 2015
 Item Type: Consent
 Contact:
 Prepared by: Joe Lynch, City Administrator
 Reviewed by:

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

PURPOSE/ACTION REQUESTED

To approve the 2016 Proposed Convention and Visitors Bureau Budget.

SUMMARY

Each year the City Council is to approve the budget proposed by the Convention and Visitor Bureau. This organization uses the tax receipts collected in the city from the Hotels/Motels to recruit visitors to the City of Inver Grove Heights and the Twin Cities for events and to stay in Inver Grove Heights at our local hotels/motels. The City has a representative on the CVB Board who helps to determine the activities and “deals” to offer to attract visitors. For the time being the City Administrator is the representative to that Board.

IGH CVB 2016 Proposed Budget for City Council			
	2015 Budget	September 30th 2015 YTD Actuals	2016 Proposed Draft Budget
Revenues			
Lodging Tax Revenue	90,000	71,703	99,000
Other Revenues			
Investment Earnings	0	1,131	0
EMT Grant	8,000	7,000	8,000
Advertisement Revenue			
State Fair Ticket Sales Reimbursement	0	0	0
TOTAL REVENUE	\$98,000.00	\$79,834.69	\$107,000.00
Expenses			
Administration - Professional Services			
Salary & Related Expenses (Salary, Payroll Taxes, Benefits)	16,500	9,250	28,258
Administrative Services Retainer to Ensemble During Maternity Leave	4,500	4,500	0
Rental/Office Lease/Equipment	2,400	1,400	3,000
City Service Fee (5%)	4,500	2,441	4,950
Telephone	400	200	400
Postage & Delivery	3,000	795	1,000
Office Supplies/Programs/Photocopying/Other	300	7	200
Travel (Mileage & Parking)	800	320	600
Meals and Lodging	500	392	700
Professional Conferences & Seminars	500	305	800
Total Administrative Expenses	\$33,400.00	\$19,610.11	\$39,908.00
Professional Memberships-Dues, Licenses & Subscriptions			
MACVB	355	355	355
TCTAA	500	500	0
TMA	300	325	0
Total Professional Membership Expenses	\$1,155.00	\$1,180.00	\$355.00
	2015 Draft Budget	2015 Draft Budget	2016 Draft Budget
Marketing/Advertising			
Advertising & Marketing Projects	5,000	3,335	3,500
Constant Contact Enewsletter	600	310	0
ECM Publishers, Inc.	995	995	995
Ensemble Creative & Marketing (Design & Marketing Services)	20,000	9,990	12,960
Ensemble Creative & Marketing (Contest Marketing Services & Packages)	1,000	198	2,000
Explore Minnesota Tourism Website CVB/DMO Package	350		350
Interfuse Complete 1 - Explore Minnesota Tourism Marketing Grant Application	16,000	3,000	16,000
Interfuse Complete 1			15,000
Metro Tourism Marketing/Advertising Campaign	4,000	4,000	4,500
Minneapolis/St. Paul Official Visitors Guide Advertising	3,000	3,000	4,000
Online/Co-op Advertising	600	0	1,000
Saints Baseball Website Advertising		2,500	0
Social Media	3,000	229	532
St. Paul Arena Company (Xcel Energy Center Website)	2,400	6,300	2,400
The Minnesota Traveler TV Show (FoxSports North & FoxSports WI)		2,500	0
Video		4,136	2,000
Visitors Guide		3,383	0
Web Development & Hosting	1,500	3,069	1,500
Total Marketing Expenses	\$58,445.00	\$46,943.74	\$66,737.00
TOTAL EXPENSES	\$93,000.00	\$67,733.85	\$107,000.00
NET = Revenues-Expenses			\$0.00
TOTAL Fund Balance as of 9/30/2015		124,913.28	



Income Statement

Account Summary

For Fiscal: 2015 Period Ending: 09/30/2015

		Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
Fund: 201 - C.V.B. FUND						
Revenue						
201.00.0000.3181000	LODGING TAX	90,000.00	90,000.00	11,283.17	71,703.46	18,296.54
201.00.0000.3308500	STATE GRANTS	0.00	0.00	0.00	7,000.00	-7,000.00
201.00.0000.3309000	GRANTS	8,000.00	8,000.00	0.00	0.00	8,000.00
201.00.0000.3610000	INVESTMENT EARNINGS	0.00	0.00	0.00	1,131.23	-1,131.23
	Revenue Total:	98,000.00	98,000.00	11,283.17	79,834.69	18,165.31
Expense						
201.44.1600.465.30700	OTHER PROFESSIONAL SERVICES	21,000.00	21,000.00	0.00	15,500.00	5,500.00
201.44.1600.465.40065	OTHER RENTALS	2,400.00	2,400.00	0.00	1,600.00	800.00
201.44.1600.465.50020	TELEPHONE	400.00	400.00	0.00	200.00	200.00
201.44.1600.465.50025	ADVERTISING/PUBLISHED NOTICES	63,400.00	63,400.00	0.00	45,948.74	17,451.26
201.44.1600.465.50035	POSTAGE/DELIVERY	3,000.00	3,000.00	0.00	794.98	2,205.02
201.44.1600.465.50065	TRAVEL	800.00	800.00	0.00	85.62	714.38
201.44.1600.465.50070	DUES, LICENSES & SUBSCRIPTIONS	1,200.00	1,200.00	0.00	1,180.00	20.00
201.44.1600.465.50075	MEALS AND LODGING	500.00	500.00	0.00	0.00	500.00
201.44.1600.465.50080	CONFERENCES AND SEMINARS	500.00	500.00	0.00	80.00	420.00
201.44.1600.465.60010	SUPPLIES - OFFICE	300.00	300.00	0.00	7.14	292.86
201.44.1600.465.70700	ADMINISTRATIVE CHARGES	4,500.00	4,500.00	564.16	3,585.18	914.82
	Expense Total:	98,000.00	98,000.00	564.16	68,981.66	29,018.34
	Fund: 201 - C.V.B. FUND Surplus (Deficit):	0.00	0.00	10,719.01	10,853.03	-10,853.03
	Total Surplus (Deficit):	0.00	0.00	10,719.01	10,853.03	-10,853.03

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Resolution Approving Demolition Contract – 4195 – 68th Street East

Meeting Date: November 9, 2015
 Item Type: Consent
 Contact: Thomas J. Link: 651-450-2546
 Prepared by: Tom Link, Director of Comm. Dev.
 Reviewed by: NA



Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED

The City Council is to consider the Resolution Awarding Contract for Demolition of 4195 – 68th Street East to Kamish Excavating Inc., as attached. The contract includes the demolition of the Christopher and Luci Shipton residence and accessory building at 4195 – 68th Street East.

BACKGROUND

The City took possession of the Shipton residence this last summer. The City sent out a Request for Proposal for demolition to six contractors. The City received two proposals for the demolition work, as follows:

Kamish Excavating Inc.	\$19,300.00
Max Steininger Inc.	\$20,800.00

On June 8, 2015 Council authorized transfer(s) from the Host Community Fund in an amount not to exceed \$235,000, which included up to \$25,000 for demolition.

RECOMMENDATION

Staff recommends approval of the Resolution Awarding the Contract for Demolition of 4195 – 68th Street East to Kamish Excavating Inc. in the amount of \$19,300.00.

Enc: Resolution

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

RESOLUTION NO. _____

**RESOLUTION AWARDING CONTRACT FOR DEMOLITION OF 4195 – 68TH
STREET TO KAMISH EXCAVATING INC.**

WHEREAS, the City desires to enter into a contract with a demolition contractor to remove a single-family residence and detached garage; and

WHEREAS, the City distributed Request for Proposals to six demolition firms; and

WHEREAS, the City received two complete proposals from Kamish Excavating Inc. and Max Steininger Inc.; and

WHEREAS, the City has reviewed these proposals and the firm's qualifications.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Inver Grove Heights hereby selects Kamish Excavating Inc. to demolish the structures at 4195 – 68th Street East at a cost of \$19,300 and direct staff to enter into a contract with Kamish Excavating Inc.

Adopted by the City Council of the City of Inver Grove Heights this 9th day of November, 2015.

Ayes:

Nays:

George Tourville, Mayor

ATTEST:

Melissa Kennedy, Deputy City Clerk

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

ATTORNEYS AT LAW

4J

TIMOTHY J. KUNTZ
DANIEL J. BEESON
*KENNETH J. ROHLF
◊STEPHEN H. FOCHLER
◊JAY P. KARLOVICH
ANGELA M. LUTZ AMANN
*KORINE L. LAND
◻*DONALD L. HOEFT
DARCY M. ERICKSON
DAVID S. KENDALL
BRIDGET McCAULEY NASON
TONA T. DOVE
BRADLEY R. HUTTER
•
HAROLD LEVANDER
1910-1992
•
ARTHUR GILLEN
1919-2005
•
• ROGER C. MILLER
1924-2009

MEMO

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

TO: Inver Grove Heights Mayor and Councilmembers
FROM: Timothy J. Kuntz & Kenneth Rohlf, City Attorneys
DATE: November 9, 2015
**RE: Authorization to Make Final Offers for Acquisition of Easements for
City Project No. 2015-13**

Section 1. Background. Project No. 2015-13 extends utilities from the 70th Street Lift Station to the proposed Blackstone Ridge Development. The Project and the extension of the utilities cross properties owned by Glenlin Properties, LLC and Lawrence J. Flannery and Linda L. Flannery (hereafter collectively referred to as “Landowners”). To facilitate the Project, the City needs to acquire permanent utility easements and temporary construction easements (the “Easements”) from the Landowners. The Council previously authorized the City Attorney’s Office to initiate acquisition of the Easements for City Project No. 2015-13 by preparing initial offers to the Landowners based upon the City’s appraisals. The City completed an initial appraisal for the affected parcels and made an initial offer to the affected Landowners.

Pursuant to Minnesota Statutes, the City is required to provide a final offer of compensation to the affected landowners prior to filing a condemnation petition to acquire the necessary property rights through eminent domain proceedings. The City completed an update to its appraisals for the affected parcels and is prepared to make a final offer to the Landowners based upon the updated appraisals. It is the City’s intent to mail, serve upon or deliver the final offer letters to the Landowners and their attorney on or about November 13, 2015, to allow adequate time for the Landowners to consider the final offers prior to the Council considering the initiation of an eminent domain proceeding to acquire the Easements from the Landowners on or about January 11, 2016.

A separate Confidential Memo covered by the attorney-client privilege was previously sent to the Council concerning the details of the appraisals and the final offers to be presented to the affected Landowners.

The attached resolution does not address the Messerich parcel. The City understands that the Messerich parcel is now owned by Peterandrea Investments, LLC. Jim Deanovic is the Chief Manager of Peterandrea Investments, LLC. The Engineering Department anticipates that any necessary easements across the Messerich (now Peterandrea Investments, LLC) parcel will either be acquired by direct negotiation or dedicated to the City as part of the platting process for the Messerich (now Peterandrea Investments, LLC) parcel.

Section 2. Action Requested. The Council is asked to authorize the City's acquisition team to make the final offers to the Landowners based upon the City's updated appraisals pursuant to the attached resolution. The City Engineer, the City Attorney and the consultants on the acquisition team recommend approval.

Attachment

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

RESOLUTION NO. 15-_____

**A RESOLUTION AUTHORIZING THE CITY'S ACQUISITION TEAM
TO MAKE FINAL OFFERS BASED UPON THE APPRAISALS
TO GLENLIN PROPERTIES, LLC AND LAWRENCE J. FLANNERY
AND LINDA L. FLANNERY FOR EASEMENT ACQUISITIONS
RELATIVE TO CITY PROJECT 2015-13**

WHEREAS, Project No. 2015-13 extends utilities from the 70th Street Lift Station to the proposed Blackstone Ridge Development.

WHEREAS, the Project and the extension of the utilities cross properties owned by Glenlin Properties, LLC and Lawrence J. Flannery and Linda L. Flannery (hereafter collectively referred to as "Landowners").

WHEREAS, to facilitate the Project, the City needs to acquire permanent utility easements and temporary construction easements (the "Easements") from the Landowners.

WHEREAS, the Council previously authorized the City Attorney's Office to initiate acquisition of the Easements for City Project No. 2015-13 by preparing offers to the Landowners based upon the City's appraisals.

WHEREAS, the City completed the appraisal process for the various affected parcels and made initial offers to the Landowners.

WHEREAS, pursuant to Minnesota Statutes, the City is required to provide a final offer of compensation to the affected landowners prior to filing a condemnation petition to acquire the necessary property rights through eminent domain proceedings.

WHEREAS, the City completed an update to its appraisals for the various affected parcels and is prepared to make a final offer to the Landowners.

WHEREAS, the final offer letters to the Landowners will be mailed, served upon or delivered to Landowners and their attorney on or about November 13, 2015, to allow adequate time for the Landowners to consider the final offers prior to the Council considering the initiation of an eminent domain proceeding to acquire the Easements from the Landowners on or about January 11, 2016.

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

1. The City's acquisition team is authorized to make the Final Offers to the Landowners based upon the City's updated appraisals.

Passed this 9th day of November, 2015.

George Tourville, Mayor

Attest:

Michelle Tesser, City Clerk

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

PERSONNEL ACTIONS

Meeting Date: November 9, 2015
Item Type: Consent
Contact: Joe Lynch, City Administrator
Prepared by: Janet Shefchik, HR Manager
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 Staff requests that the Council approve the personnel actions listed below:

Please confirm the PT employment of: Tyler Krueger (Aquatics/VMCC), Mercedes Miklya (Aquatics/VMCC)

Please confirm the Termination of: Samuel Handahl (Open Gym/VMCC), Dennis Hogan, Golf Course Cashier (Golf)

Please confirm the Promotion of: Carrie Isaacson, Accounting Technician-Payroll to Administrative Services Coordinator

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

SCHEDULE PUBLIC HEARING

Meeting Date: November 9, 2015
Item Type: Consent
Contact: Kristi Smith, Finance Director
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 Schedule a Public Hearing on December 14, 2015, at 7:00 p.m. in the Council Chambers to consider the amendment of City Code Title 3, Chapter 4, Section 3-4-2-2, 3-4-2-3 Fees, and 10-3-8 Planning Fees. These are the fees associated with Water and Sanitary Sewer Utility Connections, Storm Water Utility Connection Fees, and Planning Fees.

SUMMARY Minnesota Statutes 462.353 directs that all changes to fees associated with municipal planning activities are required to be heard at a public hearing. This includes not only the fees and charges for planning activities, but those associated with building permits and water and sewer connection charges. While it is not explicitly required under State Statute yet, the City Attorney has advised staff that it would be prudent to put all fees associated with development activities into the City's Code.

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

ATTORNEYS AT LAW

6A

TIMOTHY J. KUNTZ
DANIEL J. BEESON
*KENNETH J. ROHLF
◊STEPHEN H. FOCHLER
◊JAY P. KARLOVICH
ANGELA M. LUTZ AMANN
*KORINE L. LAND
◻*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

MEMO

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

TO: Inver Grove Heights Mayor and Councilmembers
FROM: Bridget McCauley Nason, Assistant City Attorney
DATE: November 4, 2015
RE: Third Reading-Draft Tobacco and Electronic Delivery Device Sampling Ordinance

Section 1. Background. The current Inver Grove Heights City Code (“Code”) does not contain any provisions related to the licensing, inspection, or regulation of businesses where tobacco and tobacco-related products are sold. Currently, Dakota County licenses retail establishments where tobacco, tobacco products, and electronic delivery devices are sold. Earlier this year, the City Council reviewed and discussed a draft ordinance which would have provided comprehensive regulation of the sales of such products as well as licensing of retail establishments where tobacco, tobacco products, and electronic delivery devices are sold. At its September 8, 2015 Work Session, the City Council provided direction to City Staff to prepare a revised ordinance which would prohibit the sampling of tobacco products at retail establishments within the City, and would also limit the sampling of electronic delivery devices to retail establishments currently in existence within the City. A draft ordinance prohibiting the sampling of tobacco and limiting the sampling of electronic delivery devices was presented to the Council for a first reading at its October 12, 2015 meeting and a second reading at its October 26, 2015 meeting. The attached draft ordinance has not been changed since it was presented to the Council on October 26, 2015.

Section 2. Council Action. The Council is asked to review and consider adoption of the attached tobacco and electronic delivery device sampling ordinance following a public hearing at its November 9, 2015 Council meeting.

**CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA
ORDINANCE NO. _____
AN ORDINANCE AMENDING THE INVER GROVE HEIGHTS CITY CODE BY
ADDING TITLE 4, CHAPTER 12 RELATED TO TOBACCO AND
ELECTRONIC DELIVERY DEVICE SAMPLING**

THE CITY COUNCIL OF THE CITY OF INVER GROVE HEIGHTS ORDAINS AS FOLLOWS:

Section One. Enactment. Title 4, Chapter 12, of the Inver Grove Heights City Code is hereby adopted as follows:

Chapter 12-Tobacco

4-12-1: Definitions Words used in this chapter shall have the following meanings unless the context clearly indicates a different meaning.

ELECTRONIC DELIVERY DEVICE: Any product containing or delivering nicotine, lobelia or any other substance intended for human consumption that can be used by a person to simulate smoking in the delivery of nicotine or any other substance through inhalation of vapor from the product. Electronic delivery devices include any component part of such a product whether or not sold separately. An electronic delivery device does not include any product approved or certified by the United States Food and Drug Administration for sale as a tobacco-cessation product, as a tobacco-dependence product, or for other medical purposes, and is marketed and sold for such an approved purpose.

INDOOR AREA: All space between a floor and a ceiling that is bounded by walls, doorways, or windows, whether open or closed, covering more than 50% of the combined surface area of the vertical planes constituting the perimeter of the area. A wall includes a retractable divider, garage door, or other physical barrier, whether temporary or permanent.

RETAIL ESTABLISHMENT: Any place of business where tobacco, tobacco products, tobacco-related devices, electronic delivery device, or nicotine or lobelia delivery products are available for sale to the public. Retail establishments shall include, but not be limited to, grocery stores, bars, drug stores, convenience stores and restaurants.

TOBACCO OR TOBACCO PRODUCTS: Any product containing, made, or derived from tobacco that is intended for human consumption, whether chewed, smoked, absorbed, dissolved, inhaled, snorted, sniffed, or ingested by any other means, or any component, part, or accessory of a tobacco product, including, but not limited to, cigarettes; cigars; little cigars; cheroots; stogies; perique; granulated, plug cut, crimp cut, ready rubbed, and other smoking tobacco; snuff; snuff flour; cavendish; plug and twist tobacco; fine cut and other chewing tobaccos; shorts; refuse scraps, clippings, cuttings and sweepings of tobacco; and other kinds and forms of tobacco. Tobacco or tobacco products excludes any tobacco product that has been approved by the United

States Food and Drug Administration for sale as a tobacco-cessation product, as a tobacco-dependence product, or for other medical purposes, and is being marketed and sold solely for such an approved purpose.

TOBACCO-RELATED DEVICE: Any tobacco product as well as a pipe, rolling papers, or other device intentionally designed or intended to be used in a manner which enables the chewing, sniffing, smoking or other consumption, whether by inhalation, ingestion, or any other method of consumption, of tobacco or tobacco products. Tobacco-related devices include components of tobacco-related devices which may be marketed or sold separately.

4-12-2: Sampling Prohibited.

The sampling of tobacco, tobacco-related devices or electronic delivery devices is prohibited within the indoor area of a retail establishment. Retail establishments located within the City which permit the sampling of electronic delivery devices as of the date of adoption of this Chapter may continue to allow the sampling of electronic delivery devices. The following retail establishments located within the City permit sampling as of the date of adoption of this Chapter:

Vappour Shoppe, 5854 Blaine Avenue
Inver Grove Tobacco, 6570 Cahill Avenue
Cahill Tobacco, 7806 Cahill Avenue.
E-Puff USA, 1148 Mendota Road

If a retail establishment listed above moves locations within the City, the retail establishment may continue to allow the sampling of electronic delivery devices at its new location; the retail establishment may not add another location in the City where sampling of electronic delivery devices is permitted.

Provided, however, if any of the above-identified retail establishments sell or transfer ownership thereof or have a change in ownership where a majority of the stock membership units or interests in the entity are different than exist as of the date of adoption of this Chapter, then the right to permit sampling of electronic delivery devices shall cease with respect to that retail establishment.

Section Two. Effective Date. This Ordinance shall be effective from and after its passage and publication according to law.

Passed in regular session of the City Council on the ___ day of _____, 2015.

CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville, Mayor

ATTEST:

By: _____
Michelle Tesser, Deputy City Clerk

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Public Hearing to Consider Ordering the NWA Trunk Utility Project on the Blackstone Ridge Utility Alignments, Authorizing Final Plans and Specification, and Authorizing City Attorney to Complete Easement Negotiations, for the 2015 Improvement Program, City Project No. 2015-16 – NWA Trunk Utility Improvements, Argenta Trail to Blackstone Ridge

Meeting Date: November 9, 2015
 Item Type: Public Hearing
 Contact: Thomas J. Kaldunski, 651-450-2572
 Prepared by: Thomas J. Kaldunski, City Engineer
 Reviewed by: Scott Thureen, Public Works Director

SST

Fiscal/FTE Impact:	
<input type="checkbox"/>	None
<input type="checkbox"/>	Amount included in current budget
<input type="checkbox"/>	Budget amendment requested
<input type="checkbox"/>	FTE included in current complement
<input type="checkbox"/>	New FTE requested – N/A
<input checked="" type="checkbox"/>	Other: Water Fund (511), Sewer Fund (512)

PURPOSE/ACTION REQUESTED

Public Hearing to consider ordering the project, authorizing preparation of final plans and specifications, and authorizing City Attorney to complete easement negotiations for the 2015 Improvement Program, City Project No. 2015-16 – NWA Trunk Utility Improvements, Argenta Trail to Blackstone Ridge.

SUMMARY

The project was initiated by the City Council as part of the City's Improvement Program. The project involves trunk sanitary sewer and watermain construction as necessary, restoration and appurtenances.

The trunk watermain portion will include: the Argenta Trail (future alignment) trunk watermain improvements and related appurtenances serving the Argenta District (Blackstone Ridge PUD) from 70th Street to Alverno Lane.

The sanitary sewer improvements will include trunk sanitary sewer, manholes, appurtenances and restoration, parallel to the future Argenta Trail alignment, within an easement on the Blackstone Ridge PUD, from the north side of 70th Street to the right-of-way for future 65th Street. The proposed trunk sewer will be a 10-inch and 12-inch gravity sewer with sufficient depth to serve upstream areas of the Argenta District.

The total estimated project cost for City Project No. 2015-16 – NWA Trunk Utility Improvements, Argenta Trail to Blackstone Ridge is estimated at \$2,929,200. A funding package has been prepared in the feasibility report which includes Fund 511 Water NWA and Fund 512 Sewer NWA. These funds come from the Northwest Area Utility Connection Fees, plat connection charges and developer funds collected at the time of development. The acquisition of permanent and temporary easements is necessary for construction of the proposed trunk utility improvements. The developer of the Blackstone Ridge PUD will provide these easements per the development agreement.

A) Funding

There are no proposed special assessments per MS Statute 429 on this project. All costs will be borne by Funds 511 or Fund 512 as outlined above. The City is conducting this public hearing to inform the public of the project and its costs. The Council will consider public input and the development proposals in making their decision to order the project. A resolution has been prepared to order the project.

B) Easements

Permanent and temporary easements are necessary for the construction of the trunk utility extensions. Legal descriptions and easement depictions are being prepared for the Argenta Trail corridor including outlots and easements on the Blackstone Ridge PUD.

I recommend approval of the resolution ordering the project, authorizing the final plans and specifications (which were ordered previously under City Project No. 2014-13), authorizing the City Attorney to secure easements for City Project No. 2015-16 by direct negotiation for the 2015 Improvement Program, City Project No. 2015-16 – NWA Trunk Utility Improvements, Argenta Trail to Blackstone Ridge.

TJK/kf

cc: Resolution
Area Map
Public Hearing Notice

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

**RESOLUTION ORDERING IMPROVEMENTS, AUTHORIZING PLANS AND
SPECIFICATIONS, AND AUTHORIZING THE CITY ATTORNEY TO COMPLETE
NEGOTIATIONS FOR EASEMENTS FOR THE 2015 IMPROVEMENTS PROGRAM, CITY
PROJECT NO. 2015-16 – NWA TRUNK UTILITY IMPROVEMENTS, ARGENTA TRAIL TO
BLACKSTONE RIDGE**

RESOLUTION NO. _____

WHEREAS, a resolution passed by the City Council on September 28, 2015 called for a public hearing on the proposed improvement project, 2015 Improvement Program, City Project No. 2015-16 – NWA Trunk Utility Improvements, Argenta Trail to Blackstone Ridge; and

WHEREAS, a resolution passed by the City Council on October 12, 2015 called for the public hearing to be scheduled on Monday, November 9, 2015 at 7:00 p.m. at City Hall; and

WHEREAS, published notice was given pursuant to Minnesota Statute 429.031, and a public hearing was held on November 9, 2015, at which time all persons desiring to be heard were given an opportunity to be heard thereon.

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

1. Such improvement is hereby ordered as proposed in this Council resolution adopted November 9, 2015.
2. The final plans and specifications for City Project No. 2015-16 are hereby authorized.
3. The City Attorney is hereby authorized to complete the easement acquisition by negotiation with the property owners and the Council. The City Engineer or his professional consultants are hereby authorized to assist the City Attorney in negotiations for easements.
4. The contract for these improvements shall be let no later than three years after the adoption of this resolution.
5. The Council authorizes the use of Fund 511 Water NWA and Fund 512 Sewer NWA to finance the project utilizing fees collected at the time of development and permitting of related NWA developments.
6. Authorize geotechnical services for said project to be secured by the City Engineer.

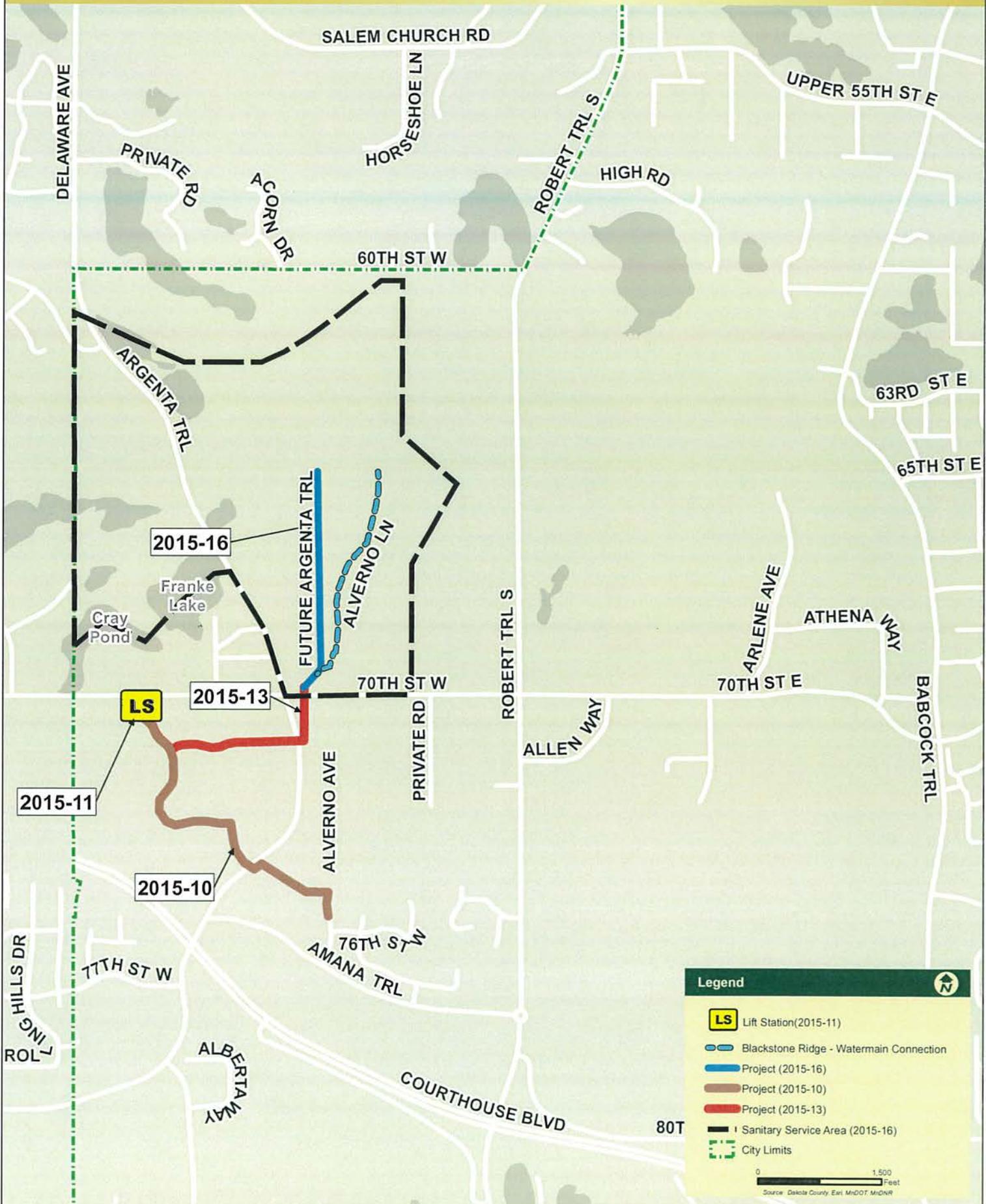
Adopted by the City Council of Inver Grove Heights this November 9, 2015

AYES:
NAYS:

George Tourville, Mayor

ATTEST:

Michelle Tesser, City Clerk



Legend

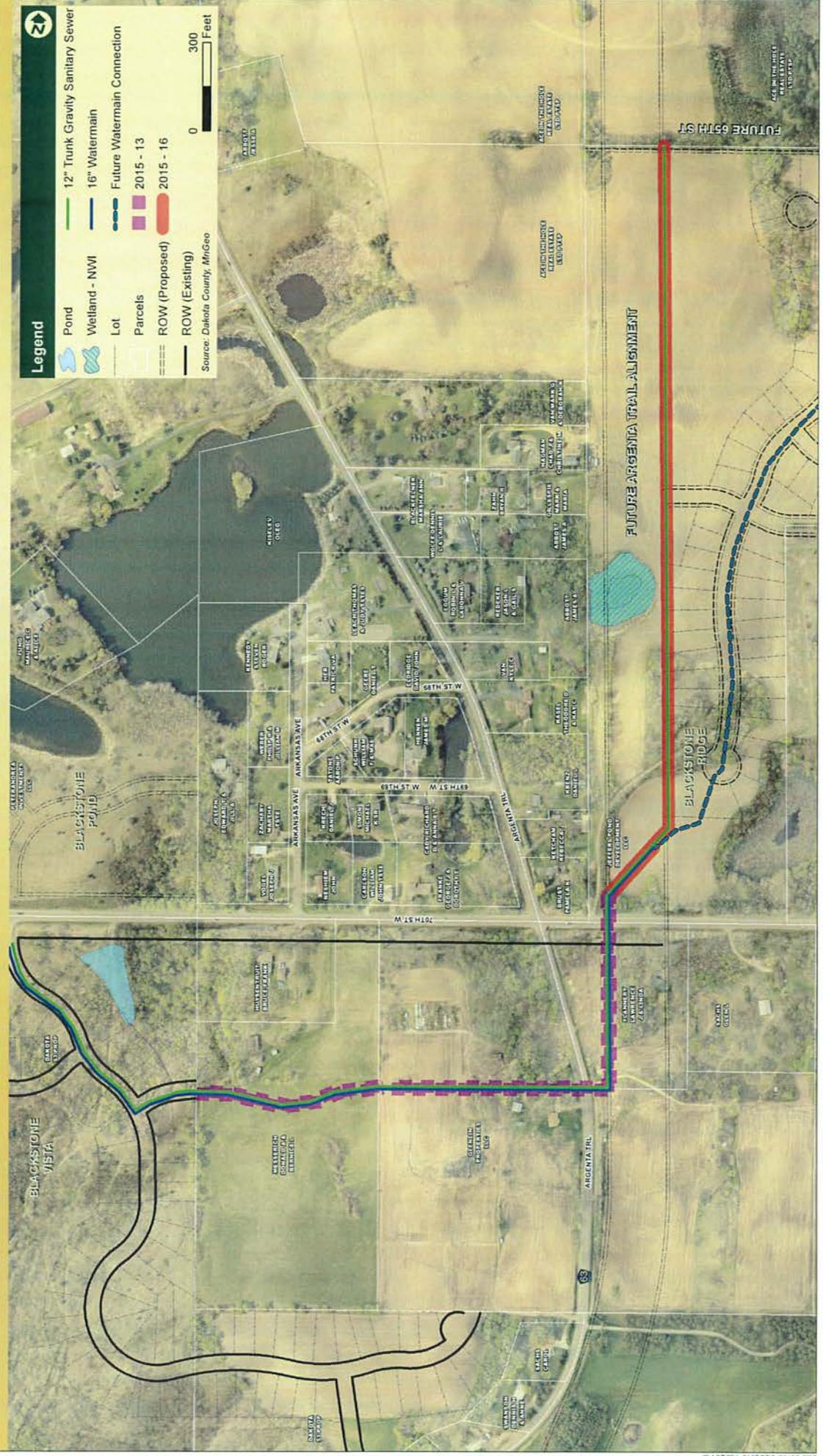
- Lift Station(2015-11)
- Blackstone Ridge - Watermain Connection
- Project (2015-16)
- Project (2015-10)
- Project (2015-13)
- Sanitary Service Area (2015-16)
- City Limits

0 1,500 Feet
Source: Dakota County, Earl, MNDOT, MNDNR



Figure 1: 2015-16 Trunk Utility Alignment
 Argenta Trail to Blackstone Ridge
 August 2015

Northwest Area Trunk Utilities - Argenta District
 City of Inver Grow Heights



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

**NOTICE OF PUBLIC IMPROVEMENT HEARING
2015 IMPROVEMENT PROGRAM**

TO WHOM IT MAY CONCERN:

Notice is hereby given that the City Council of Inver Grove Heights will meet in the City Council Chambers at 8150 Barbara Avenue, Inver Grove Heights, MN at 7:00 p.m. on Monday, November 9, 2015 to hold a public hearing to consider the making of the following improvements in the 2015 Improvement Program.

2015 IMPROVEMENT PROGRAM

**CITY PROJECT NO. 2015-16 – NWA TRUNK UTILITIES, ARGENTA DISTRICT,
ARGENTA TRAIL TO BLACKSTONE RIDGE**

Nature of Work

Trunk water main, water main valves, appurtenances and restoration. The proposed 16-inch water main will connect to propose 16-inch DIP water main installed as part of City Project No. 2015-13 and be routed across undeveloped property and under the future Argenta Trail (CSAH 63) to the proposed Blackstone Ridge plat.

Trunk sanitary sewer, manholes, appurtenances and restoration. The proposed sanitary sewer will be a 12-inch D.I.P. gravity sewer that will serve as a trunk sewer for the area and will follow the future Argenta Trail alignment from 70th Street to 65th Street alignment on an easement in the Blackstone Ridge PUD. The sewer will flow south and connect to a trunk sewer installed as part of City Project No. 2015-13 located north of 70th Street.

Affected Area

City Project No. 2015-16 will affect several large parcels in the vicinity of the future Argenta Trail near the proposed Blackstone Ridge PUD Development. The Blackstone Ridge Development will be serviced by this project, as well as other nearby vacant lands with development potential.

City Project No. 2015-16 will affect all parcels in the sanitary sewer drainage area generally located in the Northwest Area for the City of Inver Grove Heights near the intersection of Argenta Trail and 70th Street. This sanitary sewer service district covers approximately 354 acres of land generally located north of Cray Pond, Franke Lake and 70th Street, south of I-494, east of the City of Inver Grove Heights boundary with Eagan and west of the ridge line located approximately 1560 feet east of the intersection of Argenta Trail and 70th Street. The sanitary sewer service district is illustrated on the map that follows.

Properties to be served by these improvements and appurtenances are described as follows: that part of Section 6, Township 27, Range 22, lying west of the ridge line located about one quarter mile west of Trunk Highway 3 (South Robert Trail) and lying north of Cray Pond, Franke Lake and 70th Street in Inver Grove Heights, Minnesota.

Estimated Cost of Improvements

The total estimated cost of the above listed City Project No. 2015-16 utility is approximately \$2,929,200. Persons desiring to be heard with reference to the proposed improvements will be heard at the time and place of the public hearing. Written and oral objections will be considered at the public hearing.

Proposed Project Funding

These trunk sanitary sewer improvements will be financed by Utility Fund 512 – Sewer NWA. The trunk water improvements will be financed by Utility Fund 511 – Water NWA. Revenues for these funds are generated by the plat connection charges, building permit connection fees and developer funds collected in the Northwest Area. Ultimately, the City will consider selling and issuing bonds for this work. No assessment roll has been prepared at this time. Special assessments are not being considered.

If possible, all written comments should be filed with the Municipal Clerk at City Hall, 8150 Barbara Avenue, Inver Grove Heights before the hearing, otherwise written comments may be filed with the Clerk at the Hearing.

Michelle Tesser, City Clerk

Publish: Sunday, October 25 and November 1, 2015

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

JON SKOGH – Case No. 15-35V

Meeting Date: November 9, 2015
 Item Type: Regular Agenda
 Contact: Allan Hunting 651.450.2554
 Prepared by: Allan Hunting, City Planner
 Reviewed by:

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED

Consider a resolution relating to a Variance from side yard setbacks to allow an accessory structure over 1,000 square feet containing an accessory dwelling unit for property located at 1355 96th Street.

- Requires 3/5th's vote.
- 60-day deadline: December 30, 2015 (second 60-days)

SUMMARY

The applicant is proposing to modify an existing accessory structure and create an accessory dwelling unit in the second floor. The existing structure is one level and 952 square feet in size. Structures 1,000 square feet or less must be at least 10 feet from the property line. Structures over 1,000 square feet must be at least 50 feet from the property line. With the proposed changes to the building, the structure would be 1,550 square feet in gross floor area, thus requiring a 50 foot setback.

ANALYSIS

The proposed ADU would comply with all standards in the code.

The majority of the property is identified as a regional basin in the City's storm water management plan. The accessory structure is located at the edge of the basin area. Engineering has noted that a new structure or expansion of this structure towards the middle of the site would not be allowed as it impacts the water retention area of the basin. Any detached structure would have to be set close to the property line. The building could not be moved away from the lot line to meet setbacks or it would have a negative impact on the storm water basin. Its current location is actually favorable to any flooding concerns. The presence of the regional basin over a large portion of the property creates a physical practical difficulty that is unique to the property and not created by the landowner. This impacts where a structure could be located.

RECOMMENDATION

Planning Staff: Staff recommends approval of the variance.

Planning Commission: Also recommends approval of the variance (6-0).

Attachments: Resolution approving setback Variance
 Planning Commission Recommendation
 Planning Report

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. _____

RESOLUTION APPROVING A VARIANCE TO ALLOW AN ACCESSORY
STRUCTURE OVER 1,000 GROSS SQUARE FEET WITH LESS THAN THE
REQUIRED 50 FOOT SETBACK

CASE NO. 15-35V
(JON SKOGH)

WHEREAS, an application for a Variance has been submitted for the property
legally described as:

Lot 4, Block 1, Wild Ridge Estates, Dakota County, Minnesota

WHEREAS, an application has been received for a variance from accessory
structure setbacks;

WHEREAS, the afore described property is zoned E-1, Estate Residential District;

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

WHEREAS, the City of Inver Grove Heights Planning Commission reviewed the
request on October 20, 2015 in accordance with City Code 10-3-3: C.;

WHEREAS, a practical difficulty or uniqueness was found to exist based on the
following findings:

1. The presence of the regional basin over a large portion of the property creates a physical practical difficulty that is unique to the property and not created by the landowner.
2. The building could not be moved away from the lot line to meet setbacks or it would have a negative impact on the storm water basin. Its current location is actually favorable to any flooding concerns.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS, that the variance to allow an accessory structure over 1,000 gross square feet with less than the required 50 foot setback is hereby approved subject to the following conditions:

1. The site shall be developed in substantial conformance with the site plan dated 3-4-15 on file with the Planning Department.
2. Prior to construction of the ADU, building permits and ADU Registration shall be obtained from the City.
3. The driveway design shall meet all the criteria listed in the memo from the City Engineer dated 10-1-15.

BE IT FURTHER RESOLVED that the Deputy Clerk is hereby authorized and directed to record a certified copy of this Resolution at the Dakota County Recorder's Office.

Adopted by the City Council of Inver Grove Heights this 9th day of November, 2015.

George Tourville, Mayor

Ayes:

Nays:

ATTEST:

Michelle Tesser, City Clerk

**RECOMMENDATION TO
CITY OF INVER GROVE HEIGHTS**

TO: Mayor and City Council of Inver Grove Heights
FROM: Planning Commission
DATE: October 20, 2015
SUBJECT: **JON SKOGH – CASE NO. 15-35V**

Reading of Notice

Commissioner Simon read the public hearing notice to consider the request for a variance from the side yard setback to construct an accessory dwelling unit (ADU) in a detached garage, for the property located at 1355 – 96th Street. 5 notices were mailed.

Presentation of Request

Allan Hunting, City Planner, explained the request as detailed in the report. He advised that the City Council recently adopted an ordinance to allow accessory dwelling units (ADU's) on qualifying properties. The applicant is requesting to convert an existing accessory structure into an ADU. Their plan is to add a dormer and create a second story, which would be the ADU. This would increase the gross floor area to approximately 1,550 square feet, which would trigger the need for a variance to allow a 20 foot setback whereas 50 feet is required. The majority of the property is identified as a regional basin in the City's stormwater management plan. The accessory structure is located at the edge of the basin area. The building could not be moved away from the lot line to meet setbacks or it would have a negative impact on the stormwater basin. Staff feels that the presence of the regional basin over a large portion of the property creates a physical practical difficulty that is unique to the property. Staff recommends approval of the request with the conditions listed in the report.

Commissioner Simon asked if the City Council determined whether or not the applicant would be required to hook up to the existing well and septic system.

Mr. Hunting replied in the affirmative, stating the Skogh's investigated this and found that it will work in their situation.

Commissioner Simon asked for clarification regarding the setback for the proposed new deck.

Mr. Hunting replied there were no setback issues with the deck in that it was considered an accessory to a structure rather than a structure.

Opening of Public Hearing

Jon Skogh, 1355 – 96th Street, advised that he was available to answer any questions.

Commissioner Scales asked the applicant if he read and understood the report.

Mr. Skogh replied in the affirmative.

Commissioner Scales closed the public hearing.

Recommendation to City Council

October 20, 2015

Page 2

Planning Commission Recommendation

Motion by Commissioner Niemioja, second by Commissioner Lissarrague, to approve the request for a variance from the side yard setback to construct an accessory dwelling unit (ADU) in a detached garage, for the property located at 1355 – 96th Street, with the practical difficulty as stated by staff and the conditions listed in Alternative A.

Motion carried (6/0). This item goes to the City Council on November 9, 2015.

PLANNING REPORT CITY OF INVER GROVE HEIGHTS

REPORT DATE: October 13, 2015

CASE NO.: 15-35V

HEARING DATE: October 20, 2015

APPLICANT AND PROPERTY OWNER: Jon Skogh

REQUEST: A Variance from Accessory Structure Setbacks

LOCATION: 1355 96th Street

COMP PLAN: RDR, Rural Density Residential

ZONING: A, Agricultural

REVIEWING DIVISIONS: Planning
Engineering

PREPARED BY: Allan Hunting
City Planner

BACKGROUND

Earlier this year, the Skogh's made application for an ordinance amendment to allow accessory dwelling units (ADU) and specifically to allow them in detached accessory structures. The City Council just recently adopted the ordinance to allow ADU's with a series of prerequisites. They are allowed in detached accessory dwelling units, but the structure must meet all applicable zoning standards for the conversion, including meeting structure maximum size and setbacks.

The Skogh's have indicated from the beginning their intent to convert an existing accessory structure into an ADU. The existing structure was constructed in the early 2000's and complies with all zoning standards. The structure has a floor area of 952 square feet and is located approximately 20 feet from the side property line. Their plan is to add a dormer and create a second story which would be the ADU. The gross floor area would increase to approximately 1,550 square feet. The maximum size of an accessory structure on this lot is 1,600 square feet. The setbacks for structures over 1000 gross square feet increase from 10 feet to 50 feet. The Skogh's request requires a variance from the setback of an accessory structure over 1,000 square feet to be 20 feet whereas 50 feet is required.

SPECIFIC REQUEST

The following specific application is being requested:

- 1) A variance to allow an accessory structure over 1,000 gross square feet with a setback of 20 feet whereas 50 feet is required.

SURROUNDING USES

The subject site is surrounded by the following uses:

North – single family homes; zoned E-1; guided RDR
East – single family homes; zoned E-1; guided RDR
West – single family homes; zoned E-1; guided RDR
South – single family homes; zoned E-1; guided RDR

EVALUATION OF REQUEST

- The existing accessory structure is a one level building with 952 square feet. The applicants propose to add a dormer to the roof line allowing an expansion of the space with a second story of 578 square feet.
- The proposed ADU would be 578 square feet in size. Maximum size allowed is 1000 square feet.
- A separate driveway is proposed to the ADU for emergency access as required by ordinance.
- Engineering has noted that the City's overall storm water plan identifies a regional basin on the property as a natural low spot. Construction of the driveway will require engineering practices to minimize the impact to the basin. Review and approval of the driveway design by the City Engineer is included as a condition of approval.
- A complete review of the ADU against the approved criteria will take place when the building permit and registration permit is submitted to the City for review.

VARIANCE REVIEW

City Code Title 10, Chapter 3. Variances, states that the City Council may grant variances when they are in harmony with the general purposes and intent of the zoning ordinance and consistent with the comprehensive plan and establishes that there are practical difficulties in complying with the official control. In order to grant the requested variances, City Code identifies criteria which are to be considered practical difficulties. The applicant's request is reviewed below against those criteria.

1. *The variance request is in harmony with the general purpose and intent of the city code and consistent with the comprehensive plan.*

The lot meets the minimum standards of the ADU ordinance and will comply with the septic system and well restrictions. The zoning ordinance allows ADU's in detached accessory buildings. Expansion of existing accessory structures might dictate greater setbacks which cannot be achieved with most existing accessory structures.

2. *The property owner proposes to use the property in a reasonable manner not permitted by the zoning ordinance.*

The property owner intends to use the property in a reasonable manner except that expanding the existing structure changes the required setbacks from 10 feet to 50 feet.

3. *The plight of the landowner is due to circumstances unique to the property not created by the landowner.*

The majority of the property is identified as a regional basin in the City's storm water management plan (see map attached engineers memo). The lowest portions of the lot are in the middle. The house is constructed outside this area in the southwest corner of the lot. The accessory structure is located at the edge of the basin area. Engineering has noted that a new structure or expansion of this structure towards the middle of the site would not be allowed as it impacts the water retention area of the basin. Any detached structure would have to be set close to the property line. The building could not be moved away from the lot line to meet setbacks or it would have a negative impact on the storm water basin. Its current location is actually favorable to any flooding concerns. The presence of the regional basin over a large portion of the property creates a physical practical difficulty that is unique to the property and not created by the landowner. This impacts where a structure could be located.

4. *The variance will not alter the essential character of the locality.*

The applicant has noted that the structure is approximately 200 feet from the nearest home and 300 to 400 feet in other directions. The neighborhood is large lot residential where the spacing between structures is fairly large. The bulk of the building is increased only by the addition of a roof dormer. Allowing a dwelling unit in the accessory structure does not appear to negatively impact the neighborhood.

5. *Economic considerations alone do not constitute an undue hardship.*

Economic considerations do not appear to be a basis for this request.

ALTERNATIVES

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

A. Approval If the Planning Commission finds the setback variance to be acceptable, the Commission should recommend approval of the request with at least the following conditions:

1. The site shall be developed in substantial conformance with the site plan dated 3-4-15 on file with the Planning Department.

2. Prior to construction of the ADU, building permits and ADU Registration shall be obtained from the City.
3. The driveway design shall meet all the criteria listed in the memo from the City Engineer dated 10-1-15.

B. Denial If the Planning Commission does not favor the proposed request, it should be recommended for denial and state findings for a denial.

RECOMMENDATION

Staff informed City Council about the variance issue that would arise with the Skogh request based on the ordinance that was passed by the Council. They understood and stated they would review requests on a case by case basis.

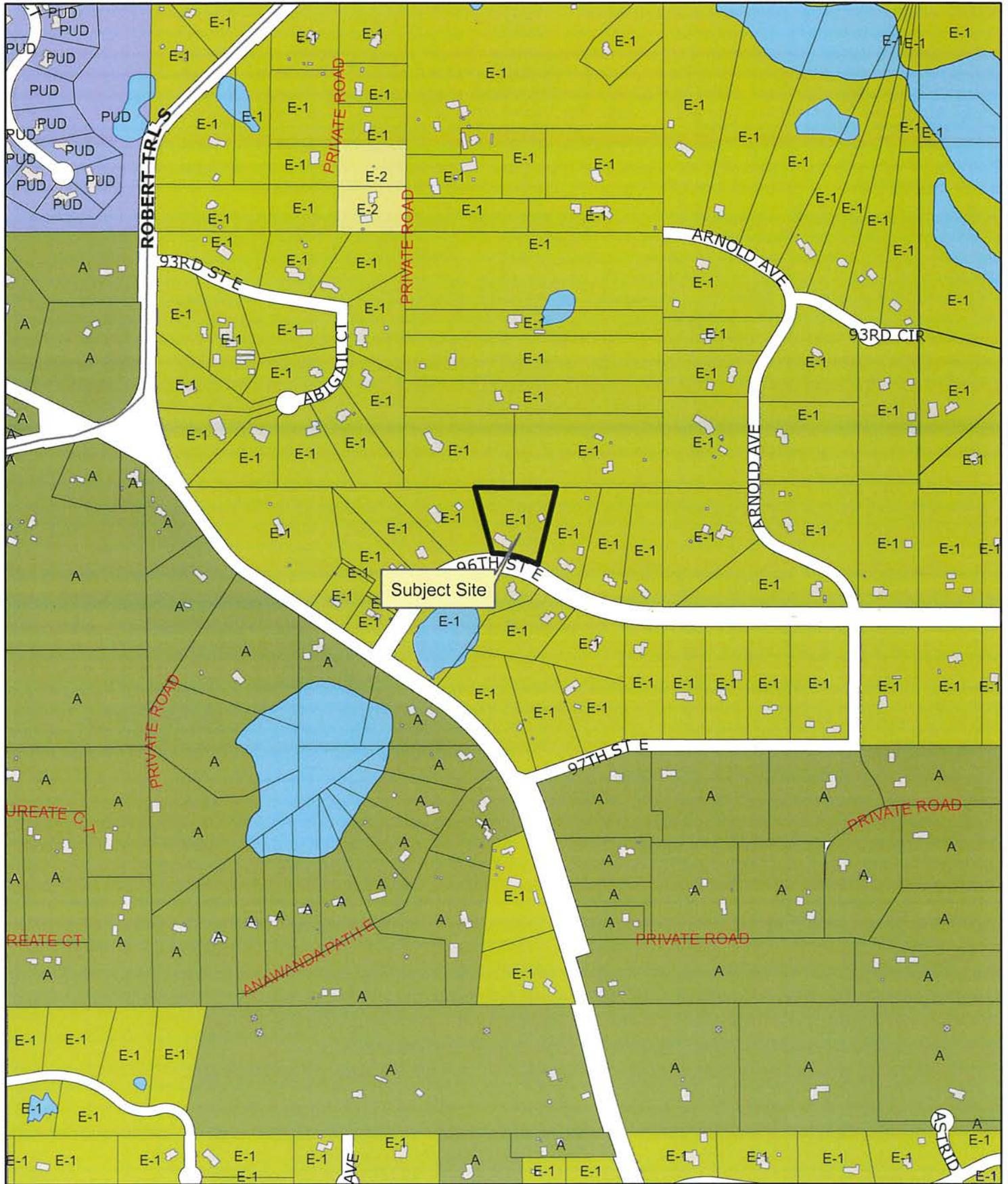
The identification of a regional basin on the applicant's property provides a practical difficulty in that the structure would have to be placed close to property lines to minimize impacts to the basin. The applicants do not appear to have an option to expand the structure and meet the greater setback.

Attachments: Location/Zoning Map
Site Plan
Applicant Narrative
Elevation/Floor Plans
City Engineer Memo dated 10-1-15



Location/Zoning Map

Case No. 15-35V



Plan Review Committee | City of Inver Grove Heights
8150 Barbara Ave | Inver Grove Heights | MN | 55077
651.450.2569

September 1st, 2015

Plan Review Committee, City of Inver Grove Heights

My wife, Kevie, and I live at 1355 96th Street East, Inver Grove Heights. Our daughter and son-in-law have been living in the basement of our house for the past couple years.

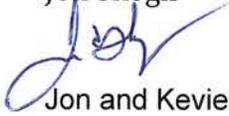
Currently on the 2.7 acre property we have a main house and a detached garage. The detached, two-story garage was originally built for storage and is currently uninhabited. We would like to convert the upstairs of the garage into a second housing unit on the property. Our daughter, Kayla, and her husband, Peter, would be the residents of this accessory dwelling unit. It would not be rented out or used as a business. We want to do this so we can keep our family together to care for each other while maintaining independence in our separate living spaces. We want to stay in our home and community as we age. We need our kids to stay close to help maintain the property.

We understand that once the detached garage is converted into an accessory dwelling unit, the setback for a living structure is 50 feet from the property line. The garage in our backyard is approximately 20 feet from the property line. When we built this garage several years ago we made sure everything complied with the code and followed the setback rules for a garage structure. We did not plan on making the building a livable space when we built the detached garage. Now that we would like to convert the upstairs of the garage into an accessory dwelling unit, the building no longer meets the setback requirements for an ADU. Because it is impractical to move the building as it already exists, we are asking for a variance to convert our garage into an ADU with a 20 foot setback from the property line.

Converting this building into a living space will not alter the essential character of the neighborhood. Nor will it affect the supply of light and air to the adjacent properties. There is plenty of space between the garage and neighboring houses and many trees blocking the view of the garage, including two new pine trees we planted behind the garage (see attachment A). The garage building already exists on the property, we will simply be finishing off the upstairs of the structure. Our daughter and her husband have been living in our house for the past two years. The traffic in and out of our property will not change when the ADU is created. We have consulted an architect in anticipation for this project and have created a drawing of our vision of the building. The drawing (see attachment B) shows how we plan to alter the existing garage. The changes will remain consistent with the main house and keep in spirit with the plan of the neighborhood.

Thank you for considering our variance request.

Sincerely,
Jon Skogh



Jon and Kevie Skogh

jonskogh@gmail.com

612.860.7168

1355 96th Street East | Inver Grove Heights, MN 55077

Kayla and Peter Harren

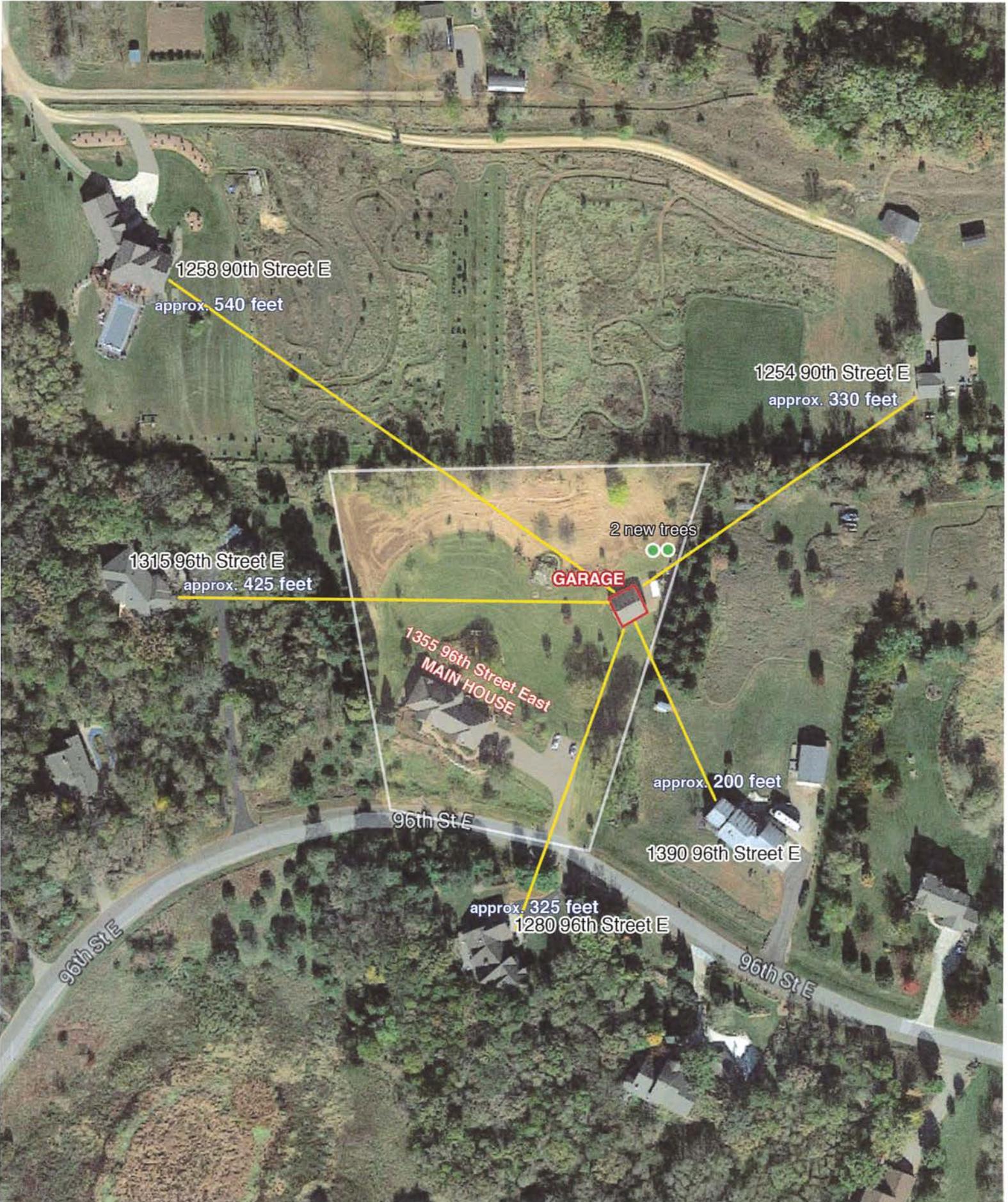
kaylaharren@gmail.com

612.817.0074

1355 96th Street East | Inver Grove Heights, MN 55077

1355 96th Street East, Inver Grove Heights
distance from detached garage to neighboring houses

A₁



A₂



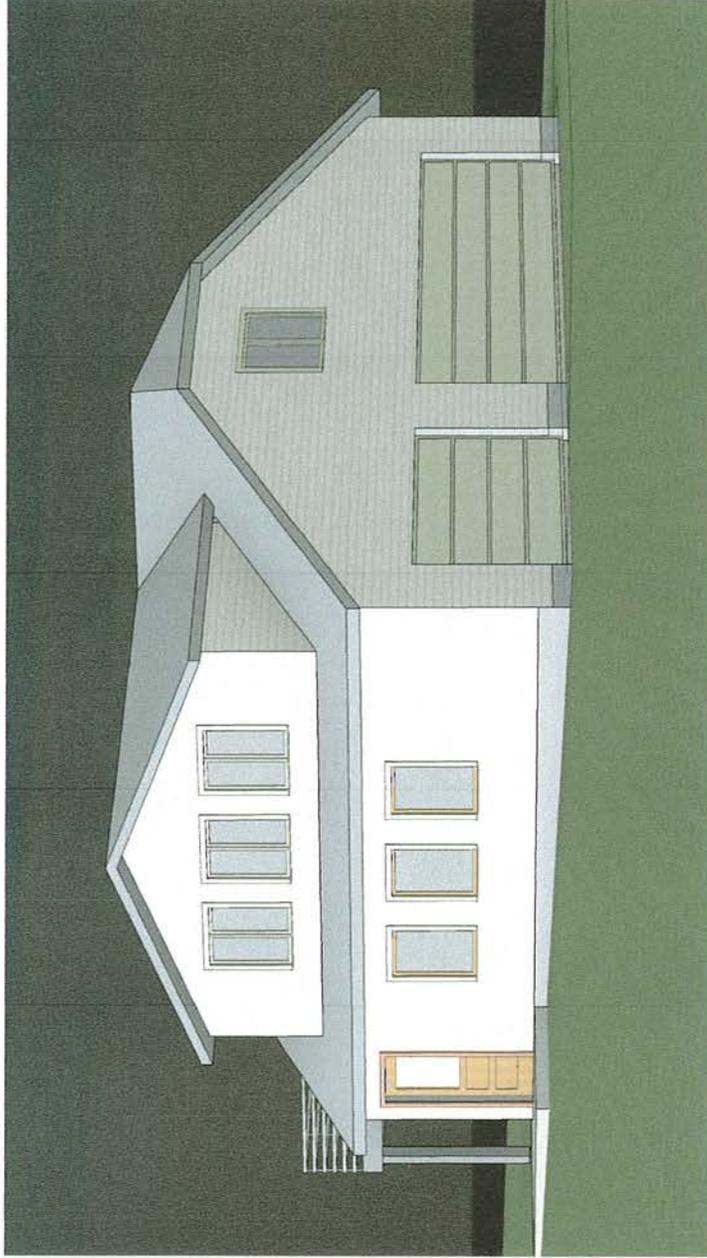
1355 96th Street E
Main House

garage

approx. 20 feet

96th St E

Skogh Garage Apartment



BUILDING DATA

EXISTING GARAGE AREA	952 SF
ADDED GARAGE AREA	0 SF
EXISTING UPPER FLOOR AREA	421 SF
ADDED UPPER FLOOR AREA	157 SF
TOTAL	1,530 SF

NOTE: ALL AREAS ARE GROSS AREAS MEASURED FROM THE INSIDE FACE OF EXTERIOR WALLS

DRAWING INDEX

G100	COVERSHEET / GENERAL INFO
G101	ARCHITECTURAL SITE PLAN
A100	MAIN FLOOR PLAN
A101	UPPER FLOOR PLAN
A102	ROOF PLAN
A200	EXTERIOR ELEVATIONS
A201	EXTERIOR ELEVATIONS
A300	SECTIONS

PROJECT DIRECTORY

ARCHITECT:
 BRIAN K NELSON ARCHITECT LLC
 4832 KNOX AVE S
 MINNEAPOLIS, MN 55419
 612-437-6816

CONTRACTOR:
 MEL RAEKER
 PROVISION CONSTRUCTION
 EAGA, MN 55123
 651-452-6878

STRUCTURAL ENGINEER:
 PAUL STOLE
 ADVANCED STRUCTURAL TECHNOLOGIES
 7212 METRO BLVD
 EDINA, MN 55439

PROJECT NAME: Skogh Garage Apartment
 SHEET NUMBER: 45179
 LICENSE #:
 DATE: 01-11-19

G100

B.



Brian K Nelson
 NCARB, LEED AP
 4832 Knox Ave S
 Minneapolis, MN 55419
 612.437.6816
 brian@bknarch.com
 www.bknarch.com

BRIAN K NELSON ARCHITECT
 4832 KNOX AVE S
 MINNEAPOLIS, MN 55419
 612.437.6816

Skogh Garage Apartment
 1355 96th St. E.
 Inver Grove Heights, MN 55077

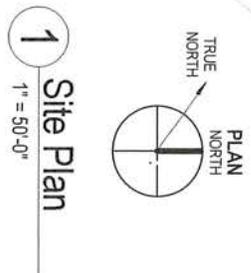
THIS DRAWING IS THE PROPERTY OF BRIAN K NELSON ARCHITECT LLC. IT IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREIN. ANY REUSE OR MODIFICATION OF THIS DRAWING WITHOUT THE WRITTEN CONSENT OF BRIAN K NELSON ARCHITECT LLC IS STRICTLY PROHIBITED.



NOTE:
NOT AN OFFICIAL SURVEY -
ALL LOCATIONS ARE APPROX.



SITE INFORMATION
2.61 ACRES



1 Site Plan

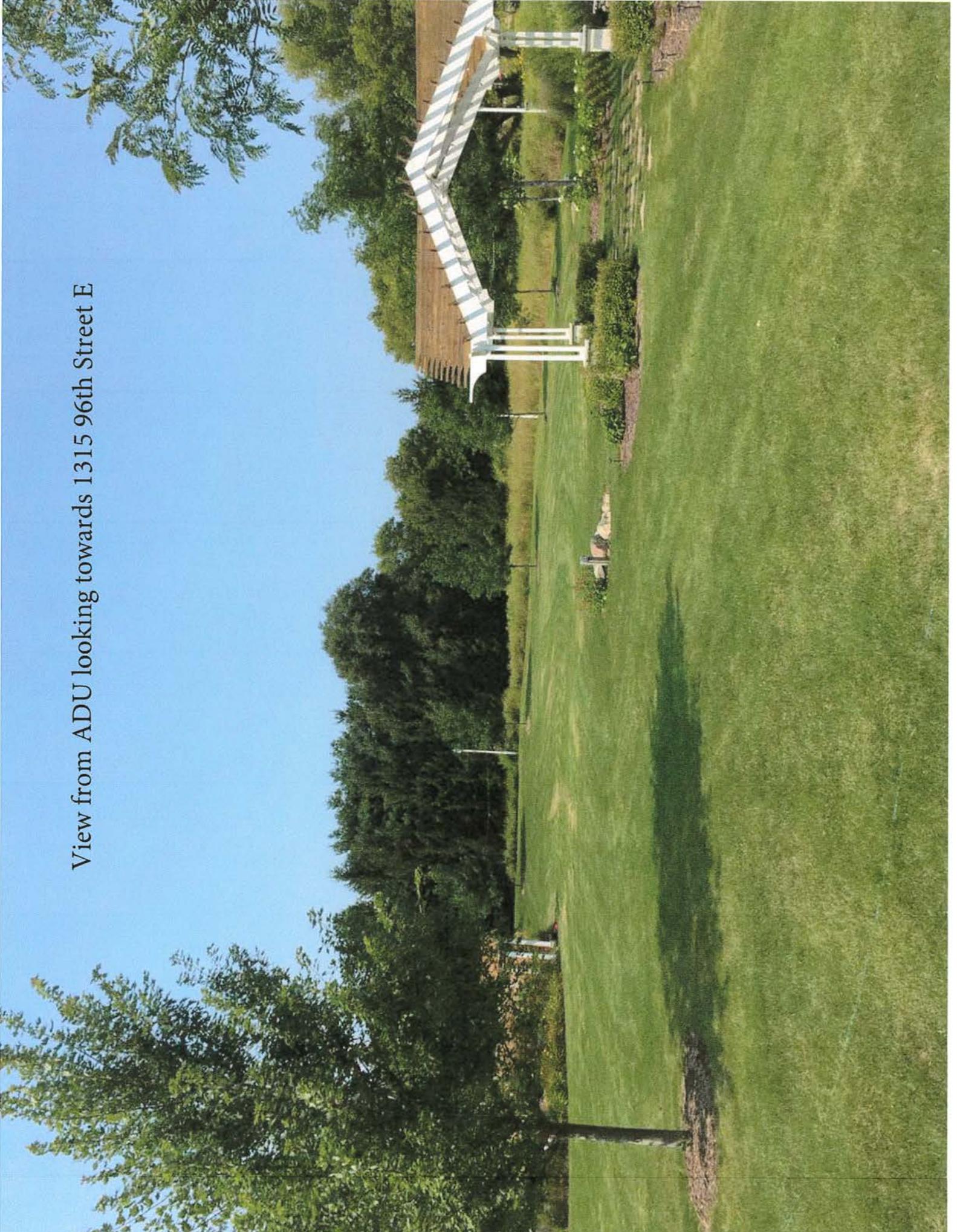
Brian K Nelson
Architect

NCARB, LEED AP
4932 Knox Ave S
Minneapolis, MN 55419
612-437-8916
brian@bknarch.com
www.bknarch.com

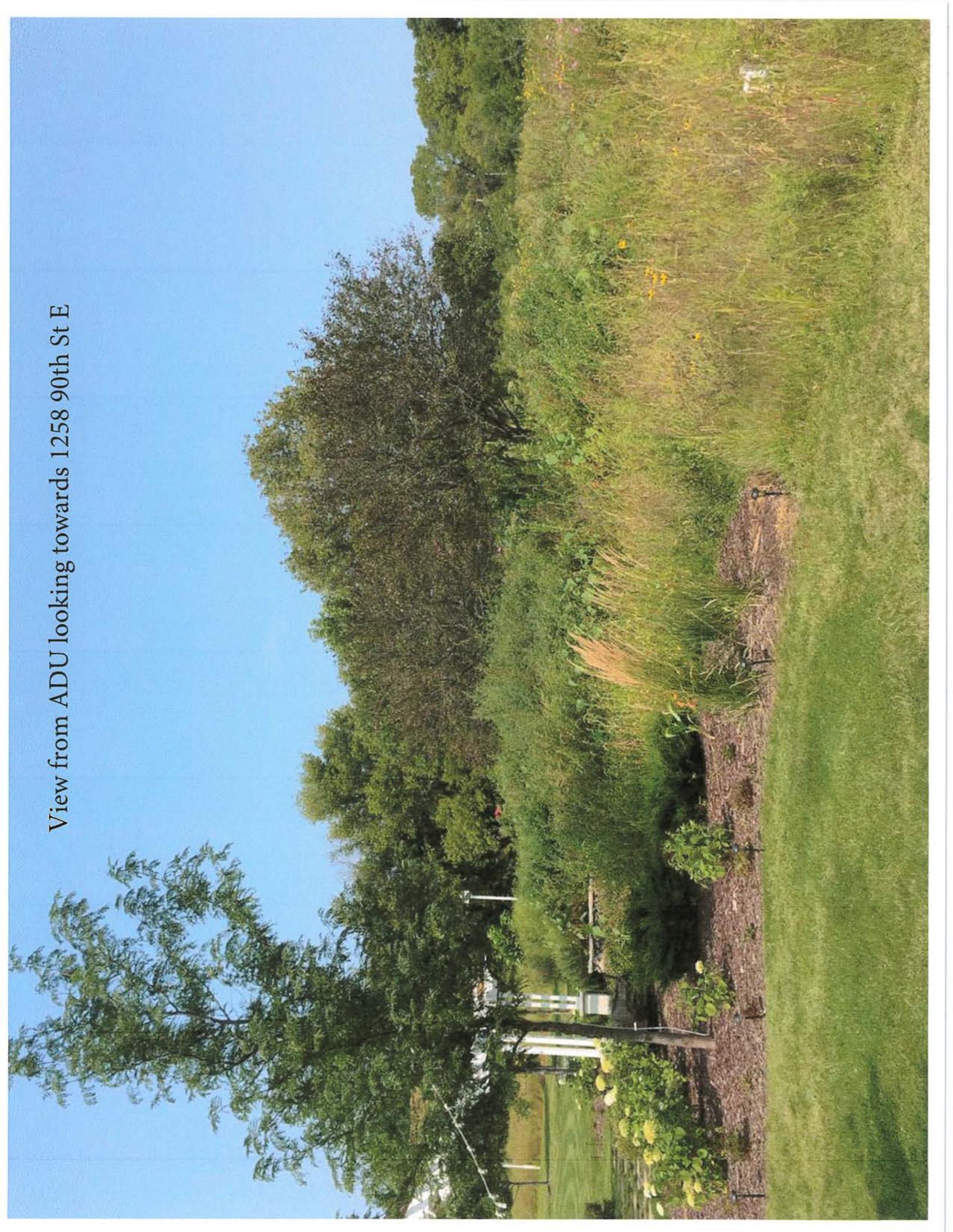
Skogh Garage Apartment
1355 96th St. E.
Inver Grove Heights, MN 55077

MINNESOTA BOARD OF ARCHITECTS
BRIAN K NELSON
4932 KNOX AVENUE SOUTH
MINNEAPOLIS, MN 55419
612-437-8916
brian@bknarch.com
www.bknarch.com
LICENSE # 41178
EXPIRES 01-01-15
G101

View from ADU looking towards 1315 96th Street E



View from ADU looking towards 1258 90th St E



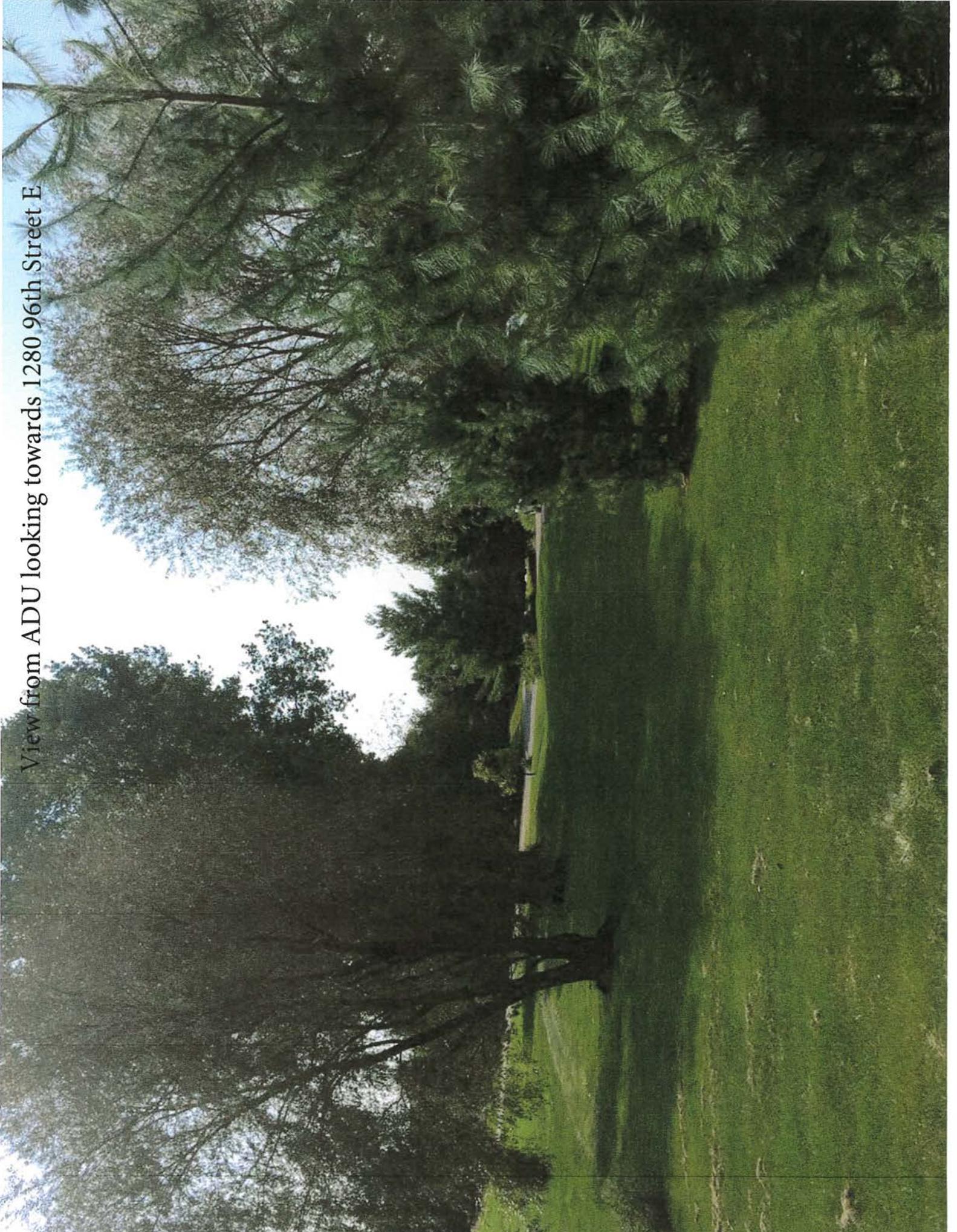
View from ADU looking towards 1254 90th Street E

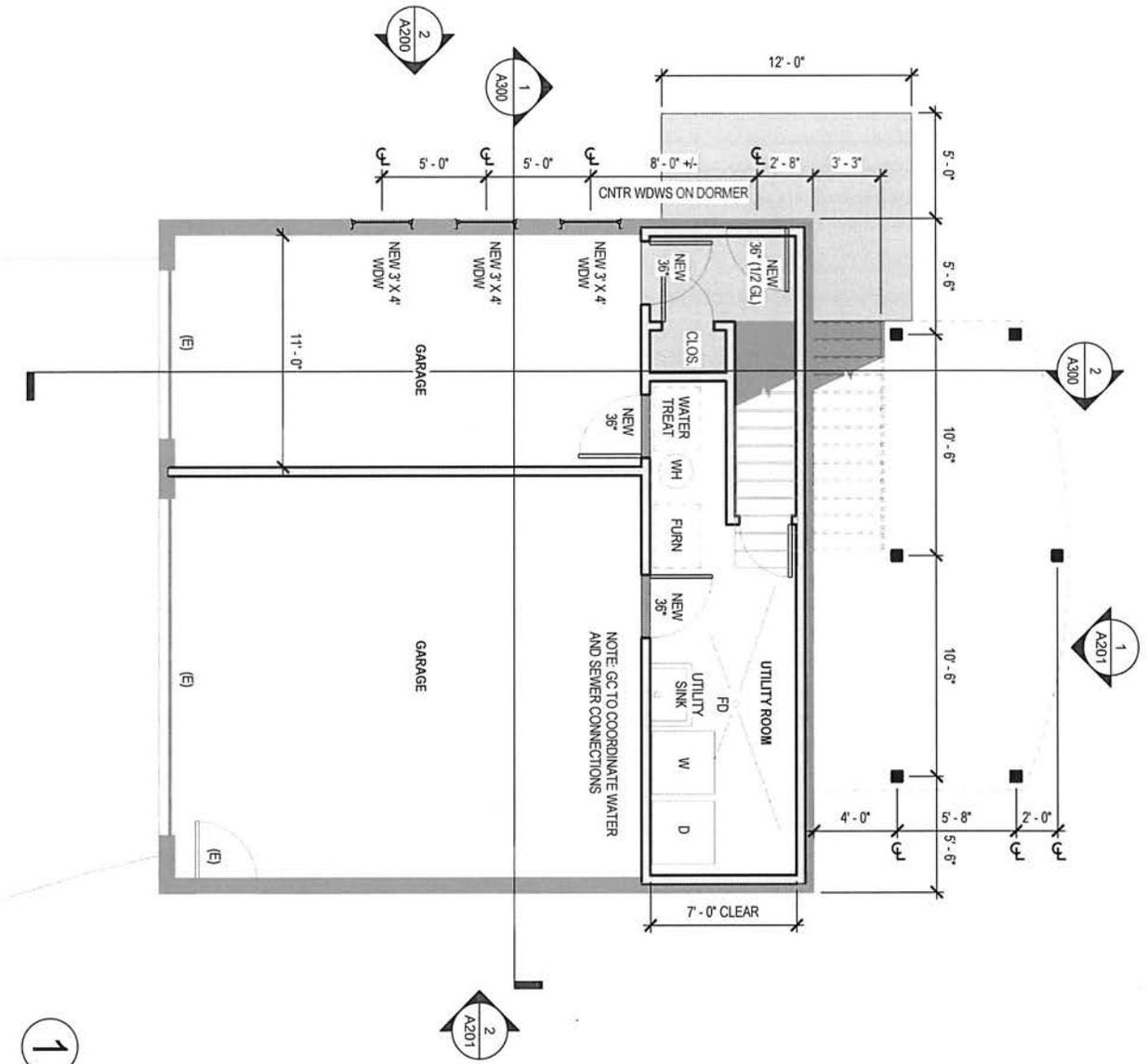


View from ADU looking towards 1390 96th Street E



View from ADU looking towards 1280 96th Street E





1 Main Floor Plan
3/16" = 1'-0"



A100

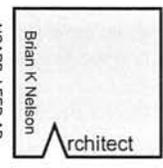
DATE	02-14-15
ISSUE #	43319
DATE	02-14-15
ISSUE #	43319

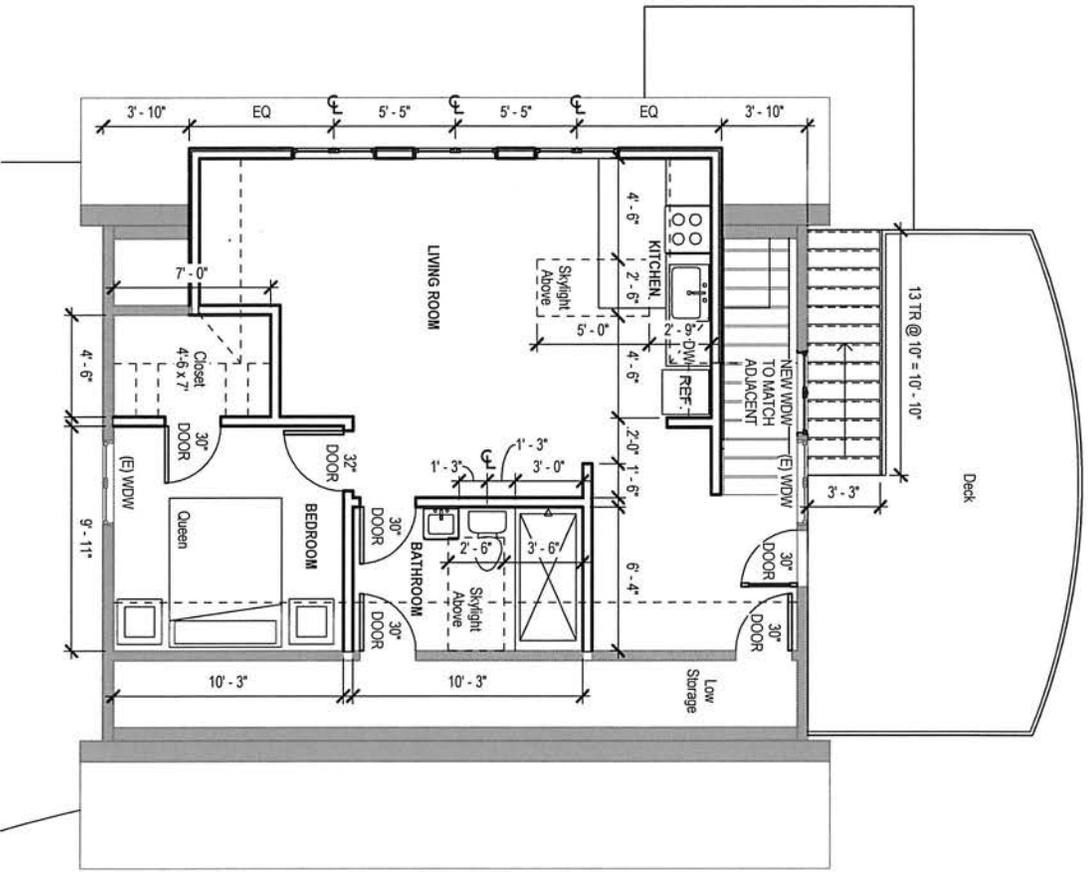
Skogh Garage Apartment
1355 96th St. E.
Inver Grove Heights, MN 55077

Architect
BRIAN K NELSON ARCHITECT
501 W. WASHINGTON ST. SUITE 200
MINNEAPOLIS, MN 55402
TEL: 612.437.8816
WWW.BKNARCH.COM

612.437.8816
brian@bknarch.com
www.bknarch.com

NCARB, LEED AP
4932 Knox Ave S
Minneapolis, MN 55419





1 Second Floor
3/16" = 1'-0"



A101

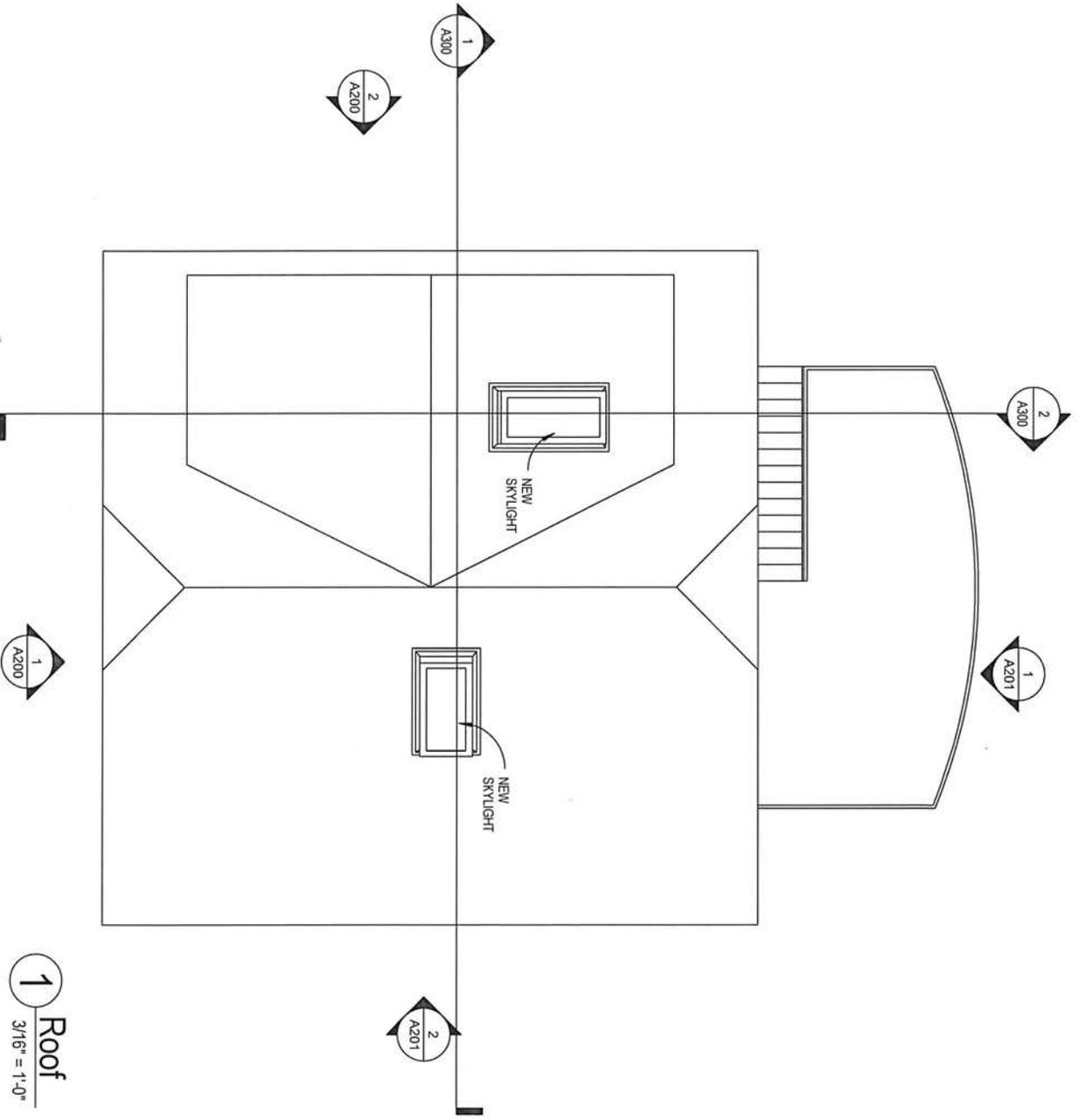
THIS DOCUMENT IS THE PROPERTY OF BKH ARCHITECT, P.C. AND IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREIN. ANY REUSE OR MODIFICATION OF THIS DOCUMENT WITHOUT THE WRITTEN PERMISSION OF BKH ARCHITECT, P.C. IS STRICTLY PROHIBITED.

PROJECT NAME: Skogh Garage Apartment
 ARCHITECT: Brian K. Nelson
 LICENSE # 45178
 DATE: 03-24-15

Skogh Garage Apartment
 1355 96th St. E.
 Inver Grove Heights, MN 55077

BKH ARCHITECT, P.C.
 4832 Knox Ave. S.
 Minneapolis, MN 55419
 612.437.8816
 brian@bkharch.com
 www.bkharch.com

Brian K Nelson
 NCARB, LEED AP
 4832 Knox Ave. S.
 Minneapolis, MN 55419
 612.437.8816
 brian@bkharch.com
 www.bkharch.com



1 Roof
3/16" = 1'-0"

A102

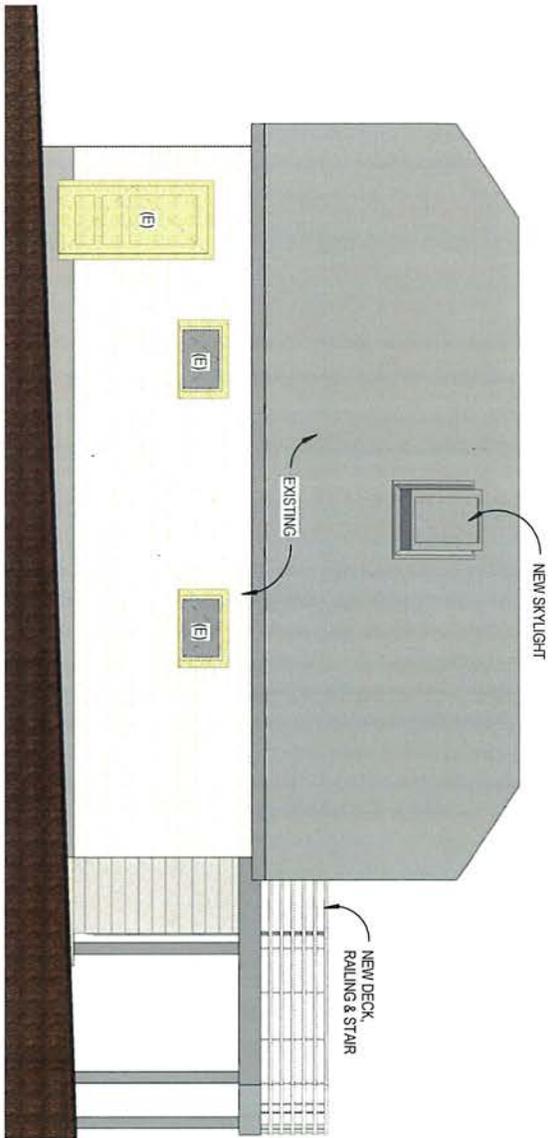
PROJECT NAME: Skogh Garage Apartment
 ARCHITECT: Brian K. Nelson
 DATE: 03.24.15
 SHEET NO.: 45172

Skogh Garage Apartment
 1355 96th St. E.
 Inver Grove Heights, MN 55077

NCARB LEED AP
 4932 Knox Ave S
 Minneapolis, MN 55419
 612.437.8816
 brian@bknarch.com
 www.bknarch.com

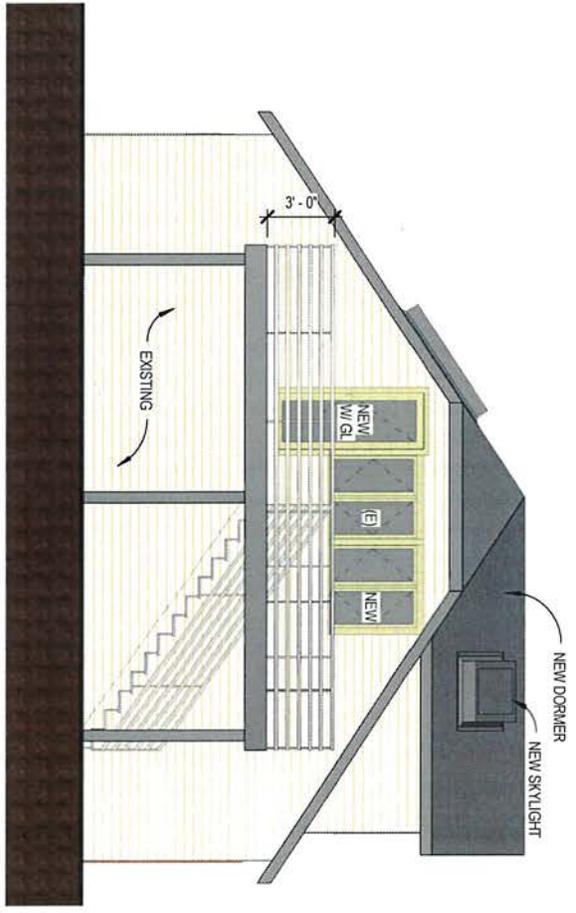
Brian K Nelson
 NCARB LEED AP
 4932 Knox Ave S
 Minneapolis, MN 55419
 612.437.8816
 brian@bknarch.com
 www.bknarch.com

2 East Elevation
3/16" = 1'-0"



- Peak 21' - 3"
- Ceiling 18' - 1"
- Head Height 15' - 0"
- Second Floor 9' - 11 1/2"
- Second Floor 9' - 11 1/2"
- Exist Garage 0"

1 North Elevation
3/16" = 1'-0"



- Peak 21' - 3"
- Ceiling 18' - 1"
- Head Height 15' - 0"
- Second Floor 9' - 11 1/2"
- Second Floor 9' - 11 1/2"
- Exist Garage 0"

Brian K Nelson
rchitect

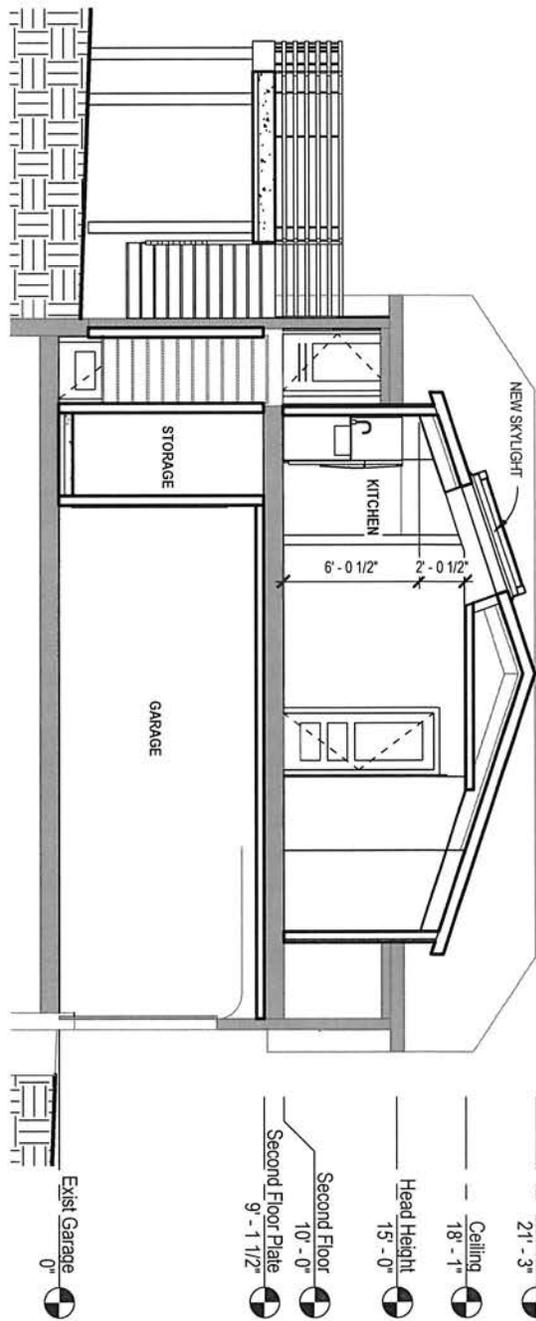
NCARB, LEED AP
4932 Knox Ave S
Minneapolis, MN 55419
612.437.6816
brian@bkrarch.com
www.bkrarch.com

Architect of Record
1355 96th St. E.
Inver Grove Heights, MN 55077
313.888.1111

Skogh Garage Apartment
1355 96th St. E.
Inver Grove Heights, MN 55077

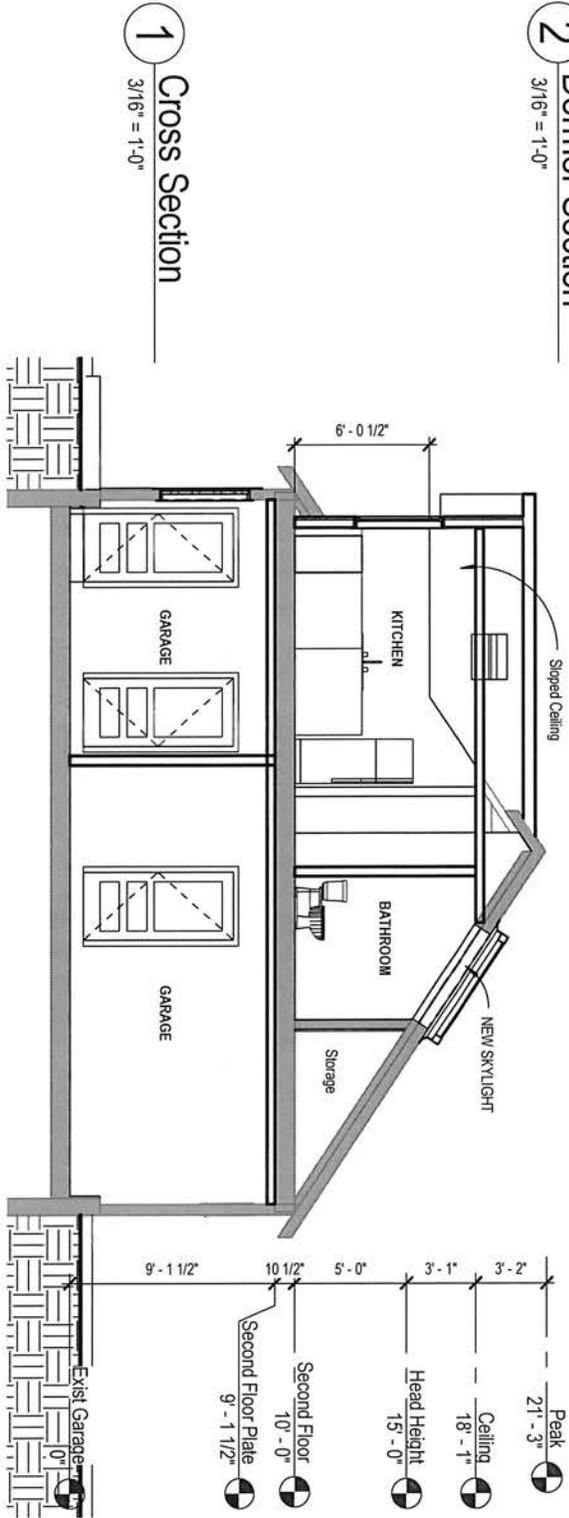
DATE: 03.24.15
PROJECT NAME: Skogh Garage
SHEET TITLE: 41313
LOCKED #

A201



- Peak 21' - 3"
- Ceiling 18' - 1"
- Head Height 15' - 0"
- Second Floor 10' - 0"
- Second Floor Plate 9' - 1 1/2"
- Exist Garage 0"

2 Dormer Section
3/16" = 1'-0"



- Peak 21' - 3"
- Ceiling 18' - 1"
- Head Height 15' - 0"
- Second Floor 10' - 0"
- Second Floor Plate 9' - 1 1/2"
- Exist Garage 0"

1 Cross Section
3/16" = 1'-0"

rchitect

Brian K Nelson
NCARB, LEED AP
4932 Knox Ave S
Minneapolis, MN 55419
612.437.8916
brian@bknarch.com
www.bknarch.com

Architectural & Construction
Services, Inc. (A/C/S) is a
Minnesota Limited Liability
Company (LLC) with offices in
St. Paul, MN and Minneapolis, MN.

Skogh Garage Apartment
1355 96th St. E.
Inver Grove Heights, MN 55077

PROJECT: SKOGH GARAGE APARTMENT
ARCHITECT: BRIAN K NELSON ARCHITECTURE
DATE: 03-24-15
DRAWING NO: A300
SCALE: AS SHOWN
PROJECT NAME: Skogh Garage Apartment
OWNER: Brian K Nelson
SHEET TITLE: A300
LOCATION: 1355 96th St. E.
DATE: 03-24-15

MEMO
CITY OF INVER GROVE HEIGHTS

TO: Heather Botten, Associate Planner

FROM: Thomas J. Kaldunski, City Engineer 

DATE: October 1, 2015

SUBJECT: Engineering Division Review Comments
John Skogh
Case No. 15-35V

The following are the Engineering Division's comments for the John Skogh submittal for a variance from the side yard setback for an accessory dwelling unit (ADU) proposed at the property located at 1355 96th Street:

1. The existing garage that is proposed to be converted into an ADU is located within the 100-year flood plain of a drainage basin but above the natural overflow of the basin.
2. The owner shall provide a grading, storm water management, and erosion control plan prepared by a registered Engineer.
3. A storm water management plan shall be provided for the property. Storm water management features shall contain and treat one inch (1") of runoff from all impervious surfaces existing and proposed on the site and meet the pre versus post runoff rate requirement (for the 24 hour 2-year, 10-year, and 100-year Atlas 14 storm events). The existing drainage basin may be sufficient to meet the infiltration and runoff rate requirements. A registered Engineer shall provide a hydrologic report certifying that the infiltration and runoff rate requirements are being met.
4. The proposed driveway access to the ADU shall be designed to prevent flooding up to a minimum of the 50-year, 24 hour, Atlas 14 storm event and an emergency overflow shall be designed to conduct the flow from a 100 year, 24 hour, Atlas 14 rainfall event.
5. The volume of the existing drainage basin below the 100 year high water elevation of 855.7 shall be maintained (i.e. any fill from the driveway shall be offset with cut in other areas in the basin).
6. The following agreements are required (The City shall bear the cost of drafting and recording the agreements):
 - a. A Release and Indemnification Agreement holding the City harmless from any damage that may be caused by flooding of the garage and driveway..
 - b. A Storm Water Facilities Maintenance Agreement for the storm water facilities on the site.

- c. A Drainage and Easement Agreement granting an easement over the area subject to ponding up to an elevation of about 851. The City shall provide an easement description for the proposed drainage easement.
 - d. An Easement Encroachment Agreement for the driveway crossing the drainage easement.
7. Access shall be provided to the ADU with a paved driveway in accordance with the requirements of the Fire Marshall, Jeff Shadegg (651-450-2547).
 8. Existing, proposed, and future septic system areas shall be depicted on the plans.
 9. The existing well and water servicing to the ADU shall be depicted on the plans.
 10. A \$750 engineering escrow shall be provided for Engineering inspection and plan review.
 11. A \$10,000 letter of credit or cash surety shall be provided to be held until construction, site restoration, and landscaping are complete **and** the certified final grade asbuilt is submitted.
 12. A certified final grade asbuilt shall be provided for the proposed ADU, driveway, and basin area.

TJK/jds

Attachments: Overview Map
Excerpt from Basin Map

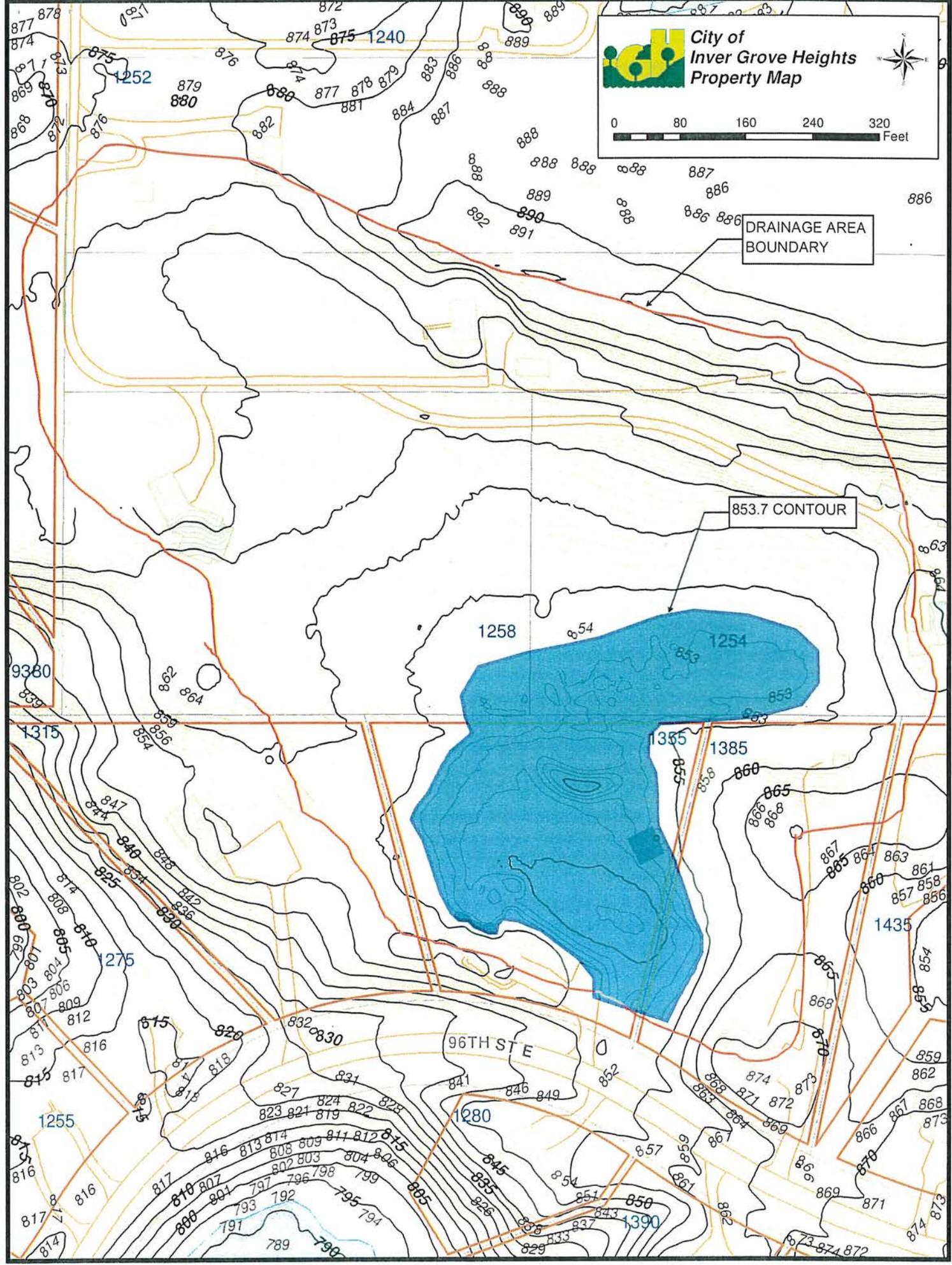
cc: Scott Thureen, Public Works Director
Allan Hunting, City Planner
Steve Dodge, Assistant City Engineer
Jon Skogh, Owner



City of
Inver Grove Heights
Property Map



0 80 160 240 320 Feet





CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

On-Street Parking Regulations

Meeting Date: November 9, 2015
 Item Type: Regular Agenda
 Contact: Thomas J. Link: 651-450-2546
 Larry Stanger: 651-450-2526
 Prepared by: Tom Link, Director of Comm. Dev.
 Larry Stanger, Chief of Police
 Reviewed by: NA

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 (Revenue)

PURPOSE/ACTION REQUESTED

The City Council is to consider the first reading of an ordinance that would regulate on-street parking.

BACKGROUND

The City Council discussed an ordinance that would regulate on-street parking at its last meeting on October 26. The City Council directed staff to make revisions and bring the ordinance back for a first reading.

The City receives frequent complaints about commercial vehicles, boats, trailers, and recreational vehicles being stored on public streets for extended periods of time. In some instances, these may be stored on the city street for an entire season. In effect, individuals use public property, the city street, for private storage. Typically the concern is that the storage makes the neighborhood look junky and unattractive. Over time, this can have a negative effect on a neighborhood and property values. Another concern is traffic safety as these vehicles and trailers can be obstructions to the driving public.

ANALYSIS

The City Council direction was to:

- Eliminate the reference to the B-1, Limited Business zoning district from paragraph 13 of the ordinance. Thus, that part of the ordinance would apply only to residential zoning districts, such as the R, Residential, A, Agricultural, and E, Estate zoning districts.
- Allow school buses to be temporarily parked near residences. This would allow school bus drivers to park their vehicles between the morning and afternoon school day shifts.
- Allow tow trucks to be temporarily parked near residences. This would allow tow truck drivers to park their vehicle while on call on weekends.

The revised ordinance would:

- In residential zoning districts, prohibit commercial motor vehicles (except for school buses and tow trucks), semi-trailers, trailers, and watercraft from being parked on city streets, except for the purpose of loading and unloading.
- In all zoning districts, prohibit vehicles, trailers, semi-trailers, watercraft, recreational truck trailers, recreational vehicles, and motor homes from being parked on city streets for more than 20 continuous hours in one place.
- In all zoning districts, require trailers, semi-trailers, watercraft, recreational vehicles, recreational truck trailers, and recreational vehicle combinations that are parked on city streets to be hitched to a motor vehicle

RECOMMENDATION

City staff recommends approval of the first reading of the on-street parking regulations in residential zoning districts, in response to frequent complaints.

Enc: Ordinance
Statutory Definitions

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

ORDINANCE NO. _____

AN ORDINANCE AMENDING INVER GROVE HEIGHTS CITY CODE,
TITLE 6, CHAPTER 3 REGARDING PARKING REGULATIONS
BY ADDING SECTION 6-3-13 AND SECTION 6-3-14 AND SECTION 6-3-15

THE CITY COUNCIL OF THE CITY OF INVER GROVE HEIGHTS ORDAINS AS
FOLLOWS:

Section One. Amendment. Title 6, Chapter 3 of the Inver Grove Heights City Code is hereby amended to add Section 6-3-13 to read as follows:

**6-3-13: PARKING REGULATIONS RELATING TO COMMERCIAL MOTOR
VEHICLES AND OTHER TRAILERS AND TRUCKS:**

No person shall park any of the following on any City street or on any street or highway in the City under the jurisdiction of the City, including both sides thereof, where at least one side of the City street or at least one side of the street or highway under the jurisdiction of the City abuts property that is zoned Agricultural District, Residential District or Estate District, except for the purpose of loading or unloading and then only for such period of time as is necessary to load or unload:

- a. Commercial motor vehicle as defined by Minnesota Statutes § 169.011, subd. 16(a), as amended from time to time; except for tow trucks or towing vehicles as defined by Minnesota Statutes § 168B.011, subd. 12(a), as amended from time to time; and except for school buses as defined by Minnesota Statutes § 169.011, subd. 71;
- b. Semitrailer as defined by Minnesota Statutes § 169.011, subd. 72, as amended from time to time;
- c. Trailer as defined by Minnesota Statutes § 169.011, subd. 86, as amended from time to time, except for recreational truck-trailers as defined by Minnesota Statutes § 169.011, subd. 61, as amended from time to time; and except for recreational vehicle combinations as defined by Minnesota Statutes § 169.011, subd. 62, as amended from time to time; or
- d. Watercraft as defined by Minnesota Statutes § 86B.005, subd. 18, as amended from time to time, or any type of boat.

A violation of this section shall be a petty misdemeanor.

Section Two. Amendment. Title 6, Chapter 3 of the Inver Grove Heights City Code is hereby amended to add Section 6-3-14 to read as follows:

6-3-14: PARKING REGULATIONS RELATING TO DURATION OF PARKING:

No person shall park any of the following on any City street or on any street or highway in the City under the jurisdiction of the City in any one place for a longer continuous period than twenty hours:

- a. Vehicle as defined by Minnesota Statutes § 169.011, subd. 92, as amended from time to time;
- b. Trailer as defined by Minnesota Statutes § 169.011, subd. 86, as amended from time to time;
- c. Semitrailer as defined by Minnesota Statutes § 169.011, subd. 72, as amended from time to time;
- d. Watercraft as defined by Minnesota Statutes § 86B.005, subd. 18, as amended from time to time, or any type of boat;
- e. Recreational truck-trailer as defined by Minnesota Statutes § 169.011, subd. 61, as amended from time to time;
- f. Recreational vehicle combination as defined by Minnesota Statutes § 169.011, subd. 62, as amended from time to time; or
- g. Motor home as defined by Minnesota Statutes § 168.002, subd. 17, as amended from time to time.

A violation of this section shall be a petty misdemeanor.

Section Three. Amendment. Title 6, Chapter 3 of the Inver Grove Heights City Code is hereby amended to add Section 6-3-15 to read as follows:

6-3-15: PARKING REGULATIONS RELATING TO HITCHING OF TRAILERS, SEMITRAILERS, WATERCRAFT AND BOATS TO MOTOR VEHICLES:

No person shall park any of the following on any City street or on any street or highway in the City under the jurisdiction of the City unless the following are attached to or hitched to a motor vehicle as defined by Minnesota Statutes § 169.011, subd. 42, as amended from time to time:

- a. Trailer as defined by Minnesota Statutes § 169.011, subd. 86, as amended from time to time;
- b. Semitrailer as defined by Minnesota Statutes § 169.011, subd. 72, as amended from time to time;
- c. Watercraft as defined by Minnesota Statutes § 86B.005, subd. 18, as amended from time to time, or any type of boat;
- d. Recreational truck-trailer as defined by Minnesota Statutes § 169.011, subd. 61, as amended from time to time; or

- e. Recreational vehicle combination as defined by Minnesota Statutes § 169.011, subd. 62, as amended from time to time.

A violation of this section shall be a petty misdemeanor.

Section Four. Effective Date. This ordinance amendment shall be in full force and effect after its passage and publication according to law.

Passed in regular session of the City Council on the ____ day of November, 2015.

CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville, Mayor

ATTEST:

By: _____
Michelle Tesser, City Clerk

LIST OF DEFINED TERMS

“Commercial motor vehicle” (Minnesota Statutes § 169.011, subd. 16(a)) means:

(a) "Commercial motor vehicle" means a motor vehicle or combination of motor vehicles used to transport passengers or property if the motor vehicle:

(1) has a gross vehicle weight of more than 26,000 pounds;

(2) has a towed unit with a gross vehicle weight of more than 10,000 pounds and the combination of vehicles has a combined gross vehicle weight of more than 26,000 pounds;

(3) is a bus;

(4) is of any size and is used in the transportation of hazardous materials that are required to be placarded under Code of Federal Regulations, title 49, parts 100-185; or

(5) is outwardly equipped and identified as a school bus, except for type A-I and type III vehicles as defined in subdivision 71.

“Recreational truck-trailer” (Minnesota Statutes § 169.011, subd. 61) means:

"Recreational truck-tractor" means a truck-tractor with a gross vehicle weight rating of not more than 24,000 pounds that is designed exclusively or adapted specifically to tow a semitrailer coupled by means of a fifth-wheel plate and kingpin assembly.

“Recreational vehicle combination” (Minnesota Statutes § 169.011, subd. 62) means:

(a) "Recreational vehicle combination" means a combination of vehicles consisting of a full-size pickup truck or a recreational truck-tractor attached by means of a kingpin and fifth-wheel coupling to a middle vehicle which has hitched to it a trailer.

(b) For purposes of this subdivision, a "kingpin and fifth-wheel coupling" is a coupling between a middle vehicle and a towing full-size pickup truck or a recreational truck-tractor in which a portion of the weight of the towed middle vehicle is carried over or forward of the rear axle of the towing pickup.

“Semitrailer” (Minnesota Statutes § 169.011, subd. 72) means:

"Semitrailer" means a vehicle of the trailer type so designed and used in conjunction with a truck-tractor that a considerable part of its own weight or that of its load rests upon and is carried by the truck-tractor and includes a trailer drawn by a truck-tractor semitrailer combination.

“Trailer” (Minnesota Statutes § 169.011, subd. 86) means:

"Trailer" means any vehicle designed for carrying property or passengers on its own structure and for being drawn by a motor vehicle but does not include a trailer drawn by a truck-tractor semitrailer combination or an auxiliary axle on a motor vehicle which carries a portion of the weight of the motor vehicle to which it is attached.

“Tow truck or towing vehicle” (Minnesota Statutes § 168B.011, subd. 12(a)) means:

"Tow truck" or "towing vehicle" means a motor vehicle having a manufacturer's gross vehicle weight rating of 8,000 pounds or more, equipped with a crane and winch, or an attached device used exclusively to transport vehicles, and further equipped to control the movement of the towed or transported vehicle.

“Motor home” (Minnesota Statutes § 168.002, subd. 17) means:

(a) "Motor home" means a recreational vehicle designed to provide temporary living quarters. The motor home has a living unit built into as an integral part of, or permanently attached to the chassis of, a motor vehicle or van.

(b) A motor home must contain permanently installed, independent, life-support systems that meet the American National Standards Institute standard number A119.2 for recreational vehicles and provide at least four of the following facilities, two of which must be from the systems listed in clauses (1), (5), and (6): (1) a cooking facility with liquid propane gas supply, (2) a refrigerator, (3) a self-contained toilet or a toilet connected to a plumbing system with a connection for external water disposal, (4) a heating or air conditioning system separate from the motor vehicle engine, (5) a potable water supply system including a sink with a faucet either self-contained or with connections for an external source, and (6) a separate 110-125 volts electrical power supply.

(c) For purposes of this subdivision, "permanently installed" means built into or attached as an integral part of a chassis or van, and designed not to be removed except for repair or replacement. A system that is readily removable or held in place by clamps or tie-downs is not permanently installed.

(d) Motor homes include a:

(1) type A motor home, which is a raw chassis upon which is built a driver's compartment and an entire body that provides temporary living quarters as described in paragraph (b);

(2) type B motor home, which is a van that conforms to the description in paragraph (b) and has been completed or altered by a final-stage manufacturer; and

(3) type C motor home, which is an incomplete vehicle upon which is permanently attached a body designed to provide temporary living quarters as described in paragraph (b).

(e) A motor vehicle with a slip-in camper or other removable equipment that is mounted into or on a motor vehicle is not a motor home, is not a recreational vehicle, and must not be registered as a recreational vehicle under section 168.013.



“Watercraft” (Minnesota Statutes § 86B.005, subd. 18) means:

"Watercraft" means any contrivance used or designed for navigation on water, except:

- (1) a waterfowl boat during the waterfowl hunting seasons;
- (2) a rice boat during the harvest season; or
- (3) a seaplane.



CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

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 2016

Meeting Date: November 9, 2015
Item Type: Regular Agenda
Contact: Kristi Smith, Finance Director
Prepared by:
Reviewed by: Scott Thureen, PW Director
Allan Hunting, City Planner
Tom Link, CD Director

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 The Council is asked to consider the first 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 December 14, 2015.

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 5%. These proposed fees are based on financial projections supplied in Ehlers and Associates June 2014 Update.

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 SECTION 3-4-3 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	\$1,175 \$1,215 multiplied by a density factor of 3.5 multiplied by Gross Acres
---------------------------	---

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	\$785 \$810 per SAC Unit
Water Treatment Plant Fee	\$685 \$710 per SAC Unit
Water Core Connection Fee (based on water service size)	
1 inch	\$1,635 \$1,690
1 ½ inch	\$3,660 \$3,790
2 inch	\$6,495 \$6,720
3 inch	\$15,385 \$15,920
4 inch	\$25,975 \$26,885
6 inch (or larger)	\$60,895 \$63,025

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	\$1,175 \$1,215 multiplied by a density factor of 3.5 multiplied by Gross Acres
------------------------------------	---

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	\$2,485 per SAC Unit
Sanitary Sewer Building Permit Connection Unit Fee	\$415 <u>\$430</u> per SAC Unit
B-Line Special Connection Charge	\$1,100 <u>\$1,140</u> per SAC Unit (applicable only to B-Line Area)
Sewer Core Connection Fee (based on building sewer service size)	
4 inch	\$520 <u>\$540</u>
6 inch	\$890 <u>\$920</u>
8 inch	\$1,570 <u>\$1,625</u>
10 inch	\$2,460 <u>\$2,545</u>
12 inch	\$3,535 <u>\$3,660</u>

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	\$1,090 <u>\$1,130</u> multiplied by a density factor of 2.0 multiplied by the Net Developable Area
In the R-3A Zoning District	\$1,090 <u>\$1,130</u> multiplied by a density factor of 4.0 multiplied by the Net Developable Area
In the R-3B Zoning District	\$1,090 <u>\$1,130</u> multiplied by a density factor of 6.5 multiplied by the Net Developable Area
In the R-3C Zoning District	\$1,090 <u>\$1,130</u> 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 \$1,090 <u>\$1,130</u> .
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 \$1,090 <u>\$1,130</u> .
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 \$1,090 <u>\$1,130</u> .
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 \$1,090 <u>\$1,130</u> .
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 Fee (Northwest Area)	\$3,010 <u>\$3,115</u> per SAC Unit
--	--

Water Treatment Plant Fee (Northwest Area)	\$670 per SAC Unit
Water Core Connection Fee (based on water service size) (Northwest Area)	
1 inch	\$1,645
1 ½ inch	\$3,690
2 inch	\$6,550
3 inch	\$14,730
4 inch	\$26,210
6 inch (or larger)	\$61,440

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	\$1,740 <u>\$1,800</u> multiplied by a density factor of 2.0 multiplied by the Net Developable Area
In the R-3A Zoning District	\$1,740 <u>\$1,800</u> multiplied by a density factor of 4.0 multiplied by the Net Developable Area
In the R-3B Zoning District	\$1,740 <u>\$1,800</u> multiplied by a density factor of 6.5 multiplied by the Net Developable Area
In the R-3C Zoning District	\$1,740 <u>\$1,800</u> 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 \$1,740 <u>\$1,800</u> .
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 \$1,740 <u>\$1,800</u> .
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 \$1,740 <u>\$1,800</u> .
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 \$1,740 <u>\$1,800</u> .
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)	\$2,485 per SAC Unit
Sanitary Sewer Building Permit Connection Unit Fee (Northwest Area)	\$4,800 <u>\$5,040</u> per SAC Unit
Sewer Core Connection Fee (based on building sewer service size)	
4 inch	\$530

6 inch	\$900
8 inch	\$1,595
10 inch	\$2,500
12 inch	\$3,585

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	\$11,415 <u>\$11,985</u> per acre multiplied by the Net Developable Area
In the R-3B and R-3C Zoning Districts	\$11,680 <u>\$12,265</u> per acre multiplied by the Net Developable Area
In the B-1 and Office Park Zoning Districts	\$13,110 <u>\$13,765</u> per acre multiplied by the Net Developable Area
In the B-2, B-3 and B-4 Zoning Districts	\$12,750 <u>\$13,390</u> per acre multiplied by the Net Developable Area
In the I-1, I-2 and I-Office Park Zoning Districts	\$12,395 <u>\$13,015</u> per acre multiplied by the Net Developable Area
In the P-Institutional Zoning District	\$11,680 <u>\$12,265</u> per acre multiplied by the Net Developable Area
In the Mixed Use - Residential Zoning District	\$11,680 <u>\$12,265</u> per acre multiplied by the Net Developable Area
In the Mixed Use - Commercial Zoning District	\$12,395 <u>\$13,015</u> 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.

~~\$4,100~~\$4,245 per acre for water trunk line area benefit

~~\$4,100~~\$4,245 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. 4. Inver Grove Heights City Code Title 3, Chapter 4, Section 10-3-8 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, Impervious surface single family residential	\$250		\$1,500
Conditional Use Permit, other	\$500		\$3,000
Conditional Use Permit, other – amendment	\$150		\$1,000
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	\$500
Variance - Residential	\$200		\$0
Variance - Commercial	\$200		
Planned Unit Development Preliminary	\$1,000 + plat fees		\$5,000
Final	\$500		\$3,000
Planned Unit Development Amendment	\$250		\$1,000
Determination of Substantially Similar Use	\$200		\$200
Major Site Plan Review	\$500		\$3,000
Preliminary Plat	\$250/+ \$5 per lot		\$3,000
Final Plat – single family	\$350	\$25/lot	\$3,000
Final Plat - other	\$200	\$100/acre	\$3,000
Waiver of Plat	\$300	\$25	
Administrative Subdivision	\$100	\$25/lot	
Street Easement Vacation	\$150	\$50	\$500
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	\$80/gross acre		

Fee			
Abstract Fee	\$46		
Interim Use Permit	\$500		\$1,250
Non Conforming Use Certificate	\$500		\$1,250

(Ord. 1180, 12-10-2007)

Section 4. Effective Date. This Ordinance shall be in full force and effect on January 1, 20156 and after its passage and publication according to law.

Passed this 814th day of December, 20145.

George Tourville, Mayor

ATTEST:

~~Melissa Kennedy~~ Michelle Tesser, ~~Deputy~~ City Clerk

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Approval of Guaranteed Energy Savings Agreement

Meeting Date: November 9, 2015
 Item Type: Regular Agenda
 Contact: Eric Carlson
 Prepared by: Eric Carlson
 Reviewed by: Joe Lynch
 Kristi Smith

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

The Council is asked to discuss a Guarantee Energy Savings Contract with Apex Arena Solutions SBC. in the amount of \$447,754 under Minnesota State Statutes 471.345 subd.13.

A public notice was published in the legal newspaper on Sunday, October 25th (attached).

Note: We are not in a position to ask for approval yet but need to keep this on the agenda and discuss because the meeting was "noticed". Ultimately we will ask the Council to table the item to November 23rd. We are still gathering information to a few questions prior to seeking Council approval.

SUMMARY

As a City, we consume approximately 7,860,000 kWh of electricity each year, which costs the City approximately \$775,000 annually. Over the last several months Apex has been reviewing the electricity and natural gas usage of all city facilities to determine if there are any opportunities for the City to reduce our energy usage. Apex has developed a list of projects for consideration and staff is making the following recommendation:

Project	Cost	Guaranteed Savings	O & M Savings	Potential Incentives	Net Cost	Simple Payback (Years)
PDL – City Hall	\$2,379	\$6,119	\$0	\$0	\$2,379	0.4
PDL – VMCC	\$0	\$1,126	\$0	\$0	\$0	0.0
BAS – Ice Plant	\$227,491	\$23,821	\$0	\$15,476	\$212,015	8.9
BAS – HVAC	\$104,562	\$7,536	\$0	\$0	\$104,562	13.9
Snow Melt Pit	\$30,658	\$2,500	\$0	\$0	\$30,658	12.3
IR Heat	\$45,508	(\$3,041)	\$0	\$0	\$45,508	(-15.0)
Pool Pump VFD	\$27,326	\$3,363	\$0	\$4,850	\$22,476	6.7
Solar	\$0	\$0	\$27,229	\$0	\$0	0.0
DES	\$9,830	\$0	\$0	\$0	\$9,830	0.0
Total	\$447,754	\$41,427	\$27,229	\$20,326	\$427,428	6.2

Under MN SS 471.345 subd. 13 the City is allowed to enter into a guaranteed energy savings contract with a qualified provider as long as the project(s) are designed to reduce energy consumption or operating costs.

Financing for the project is recommended to be an interest free loan from the Central Equipment Fund which would be paid back through the reduction in energy consumption at the VMCC/Grove (\$41,427 annually) and Capacity Credits and Demand Holiday Charges from Xcel Energy (\$27,229 annually) by using solar at the VMCC/Grove and City Hall.

Technical Service Agreement

Apex is obligated as a part of the contract to verify the savings they propose. If we don't experience the savings outlined, Apex must write the City a check for the difference and/or make additional improvements at their expense until the savings are realized. The first year cost to perform this verification is included in the contract. If the City desires verification in future years we can do so at our discretion. The cost for verification in future years is as follows:

Year	Escalation	Fee
1	NA	Included in Agreement
2	NA	\$4,500
3	3.5%	\$4,658
4	3.5%	\$4,821
5	3.5%	\$4,989

Any additional year will increase by 3.5% annually

If, after 2-3 years we experience the savings predicted, the City would likely stop paying the Technical Service Agreement and the contract with Apex would end.

As "insurance", the City can purchase a Energy Savings Bond which has a cost of approximately 3% or \$13,400.

Apex has calculated that the proposed energy saving improvements should reduce our energy usage by \$56,342 annually and are guaranteeing a savings of \$41,426 annually.

Purchase Power Agreement

Under the Purchase Power Agreement (PPA) with New Energy Equity LLC the City would have solar panels installed on the roof of the VMCC/Grove and City Hall. The term of the agreement is 25-years. New Energy Equity can, at its discretion, upgrade the panels if new technology becomes available. The panels are designed to generate 796,000 kWh each year reducing the amount of energy we purchase from Xcel.

796,000 fewer kWh purchased from Xcel	\$83,000
796,000 kWh purchased from Solar	(\$98,000)
Capacity Credit from Xcel	\$28,000
Holiday Demand Credit from Xcel	\$15,000
Net Savings for City of Inver Grove Heights	\$28,000

(See attached spreadsheet).

Snow Removal

The contract with New Energy Equity LLC has been modify to clarify that the City does not have responsibility to remove snow from the panels. We only have responsibility to remove snow from the roof if we feel it is a structural issue, to date we have not removed snow from the roof.

Summary

If the contract is entered into, the City will be reducing our energy usage by about 600,000 kWh annually which represents about 7% of our overall consumption and 796,000 kWh of our consumption (10%) will now come from the solar panels that would be installed on the roof of City Hall and the VMCC/Grove.

Financial Review

FINANCIAL REVIEW

Year	Solar Energy Payments as part of PPA		Reduction in Energy Payments to Xcel Energy		Capacity Credit	Demand Holiday Credit	Technical Service Agreement	Bond	Guaranteed Energy Savings	Capital Equipment Fund Payback	Total Savings
	PPA	kWh	Rate	kWh							
1	\$ 0.123	796,154	\$ 0.105	796,154	\$ 28,000	\$ 15,000		\$ 13,433	\$ 41,427	\$ 56,663	\$ -
2	\$ 0.126	796,154	\$ 0.108	796,154	\$ 28,280	\$ 15,375	Included in contract 4,500	\$ 13,433	\$ 42,463	\$ 53,495	\$ -
3	\$ 0.129	796,154	\$ 0.110	796,154	\$ 28,563	\$ 15,759	\$ 4,658	\$ 13,433	\$ 43,524	\$ 54,699	\$ -
4	\$ 0.132	796,154	\$ 0.113	796,154	\$ 28,848	\$ 16,153			\$ 44,612	\$ 74,181	\$ -
5	\$ 0.136	796,154	\$ 0.116	796,154	\$ 29,137	\$ 16,557			\$ 45,728	\$ 75,603	\$ -
6	\$ 0.139	796,154	\$ 0.119	796,154	\$ 29,428	\$ 16,971			\$ 46,871	\$ 77,056	\$ -
7	\$ 0.143	796,154	\$ 0.122	796,154	\$ 29,723	\$ 17,395			\$ 48,043	\$ 78,506	\$ 22,465
8	\$ 0.146	796,154	\$ 0.125	796,154	\$ 30,020	\$ 17,830			\$ 49,244	\$ 80,059	\$ 81,610
9	\$ 0.150	796,154	\$ 0.128	796,154	\$ 30,320	\$ 18,276			\$ 50,475	\$ 81,610	\$ 83,196
10	\$ 0.154	796,154	\$ 0.131	796,154	\$ 30,623	\$ 18,733			\$ 51,737	\$ 83,196	\$ 84,816
11	\$ 0.157	796,154	\$ 0.134	796,154	\$ 30,929	\$ 19,201			\$ 53,030	\$ 84,816	\$ 86,473
12	\$ 0.161	796,154	\$ 0.138	796,154	\$ 31,239	\$ 19,681			\$ 54,356	\$ 86,473	\$ 88,166
13	\$ 0.165	796,154	\$ 0.141	796,154	\$ 31,551	\$ 20,173			\$ 55,715	\$ 88,166	\$ 89,897
14	\$ 0.170	796,154	\$ 0.145	796,154	\$ 31,867	\$ 20,678			\$ 57,108	\$ 91,666	\$ 93,475
15	\$ 0.174	796,154	\$ 0.148	796,154	\$ 32,185	\$ 21,195			\$ 58,535	\$ 93,475	\$ 95,324
16	\$ 0.178	796,154	\$ 0.152	796,154	\$ 32,507	\$ 21,724			\$ 59,999	\$ 95,324	\$ 97,215
17	\$ 0.183	796,154	\$ 0.156	796,154	\$ 32,832	\$ 22,268			\$ 61,499	\$ 97,215	\$ 99,148
18	\$ 0.187	796,154	\$ 0.160	796,154	\$ 33,161	\$ 22,824			\$ 63,036	\$ 99,148	\$ 101,124
19	\$ 0.192	796,154	\$ 0.164	796,154	\$ 33,492	\$ 23,395			\$ 64,612	\$ 101,124	\$ 103,145
20	\$ 0.197	796,154	\$ 0.168	796,154	\$ 33,827	\$ 23,980			\$ 66,227	\$ 103,145	\$ 105,211
21	\$ 0.202	796,154	\$ 0.172	796,154	\$ 34,165	\$ 24,579			\$ 67,883	\$ 105,211	\$ 107,324
22	\$ 0.207	796,154	\$ 0.176	796,154	\$ 34,507	\$ 25,194			\$ 69,580	\$ 107,324	\$ 109,484
23	\$ 0.212	796,154	\$ 0.181	796,154	\$ 34,852	\$ 25,824			\$ 71,320	\$ 109,484	\$ 111,693
24	\$ 0.217	796,154	\$ 0.185	796,154	\$ 35,201	\$ 26,469			\$ 73,103	\$ 111,693	\$ 1,415,054
25	\$ 0.222	796,154	\$ 0.190	796,154	\$ 35,533	\$ 27,131			\$ 74,930	\$ 1,415,054	\$ 447,775
					\$ 790,810	\$ 512,366	\$ 9,158	\$ 40,300	\$ 1,415,054	\$ 447,775	\$ 1,731,490

Assumes 2.5% inflation per the PPA

Assumes 1% inflation Pending verification from Xcel

Assumes 2.5% inflation Per the contract with Apex/our option

Assumes 2.5% inflation of bond/our option

Public Notice

**PUBLIC NOTICE
GUARANTEED ENERGY
SAVINGS CONTRACT
CITY OF
INVER GROVE HEIGHTS
DAKOTA COUNTY,
MINNESOTA**

Notice is hereby given that the City Council of the City of Inver Grove Heights, Dakota County, Minnesota, is considering entering into a guaranteed energy project with Apex Arena Solutions, SBC for energy efficiency improvements to the Veterans Memorial Community Center and City Hall Municipal Building. The meeting will be held on Monday, November 9, 2015 at 7:00pm at Inver Grove Heights City Hall, 8150 Barbara Ave, Inver Grove Heights, Minnesota 55077.

Dated: October 21, 2015 By Order of the City Council

/s/ Joe Lynch, City Administrator
(South-West Review: Oct. 25, 2015)

Affidavit of Publication

State of Minnesota }
County of Dakota } SS

NOTARY PUBLIC
TONYA R. WHITEHEAD
My Commission Expires Jan 31, 2020

E. KITTY SUNDBERG, being duly sworn, on oath, says that he/she is the publisher or authorized agent and employee of the publisher of the newspaper known as SOUTH-WEST REVIEW, and has full knowledge of the facts which are stated below:

(A) The newspaper has complied with all of the requirements constituting qualification as a qualified newspaper, as provided by Minnesota Statute 331A.02, 331A.07, and other applicable laws, as amended.

(B) The printed PUBLIC NOTICE

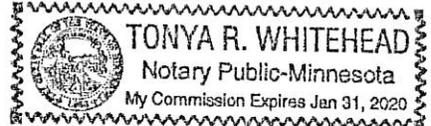
which is attached was cut from the columns of said newspaper, and was printed and published once each week, for 1 successive weeks; it was first published on SUNDAY, the 25TH day of OCTOBER, 2015, and was thereafter printed and published on every _____ to and including _____, the _____ day of _____, 20____; and printed below is a copy of the lower case alphabet from A to Z, both inclusive, which is hereby acknowledged as being the size and kind of type used in the composition and publication of the notice:

*ABCDEFGHIJKLMN OPQRSTUVWXYZ
*ABCDEFGHIJKLMN OPQRSTUVWXYZ
*abcdefghijklmn opqrstuvwxyz

BY: E. Kitty Sundberg
TITLE LEGAL COORDINATOR

Subscribed and sworn to before me on this 26TH day of OCTOBER, 2015.
Tonya R. Whitehead
Notary Public

*Alphabet should be in the same size and kind of type as the notice.



RATE INFORMATION

- (1) Lowest classified rate paid by commercial users for comparable space.....\$25.00 per col. inch
- (2) Maximum rate allowed by law for the above matter.....\$25.00 per col. inch
- (3) Rate actually charged for the above matter\$ per col. inch

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Meeting Date: November 9th, 2015
 Item Type: Regular Agenda
 Contact:
 Prepared by: Joe Lynch
 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

To discuss and direct staff to draft a Policy dealing with the ability of the City Attorney to respond to citizen, developer or other inquiries that require a legal interpretation or determination that cost the City and expense from the City Attorney.

SUMMARY

As Council is aware, we have had, from time to time, citizens and other attorneys contact our City Attorney with a question requiring a legal determination. Sometimes this has been about a city issue and sometimes it is about a private issue. In either case the City Attorney has billed the City for responding to these inquiries. In one particular case, a resident has inquired about the same topic on at least 4 separate occasions and has generated over \$5,000 in billings from the City Attorney.

Staff, and Council, have expressed frustration over this situation and are looking for a way to deal with this issue and establish a policy whereby the City Attorney would need to seek the permission or approval of the City Council before answering such questions or incurring costs on behalf of the city. Obviously we would have to differentiate between those circumstances where the citizen or developer is already engaged with the city on an issue and is simply calling to deal with that matter versus bringing something up repeatedly or for the first time for the city to consider.