



**INVER GROVE HEIGHTS CITY COUNCIL AGENDA
MONDAY, FEBRUARY 25, 2008
8150 BARBARA AVENUE
7:30 P.M.**

1. CALL TO ORDER

2. ROLL CALL

3. PRESENTATIONS

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

- A. Minutes – February 11, 2008 Regular Council Meeting _____
- B. Resolution Approving Disbursements for Period Ending February 20, 2008 _____
- C. Establish 2008–09 Ice Rates for the VMCC _____
- D. Consider 2008 Tree Replacement Plan _____
- E. Consider Resolution Approving Agreement with State of Minnesota Allowing Access to MNCIS _____
- F. Schedule Public Hearing _____
- G. Personnel Actions _____

5. PUBLIC COMMENT – Public comment provides an opportunity for the public to address the Council on items that are not on the Agenda. Please raise your hand to be recognized. Please state your name and address for the record. This section is for the express purpose of addressing concerns of City services and operations. Comments will be limited to three (3) minutes per person.

6. PUBLIC HEARINGS

7. REGULAR AGENDA

ADMINISTRATION:

A. CITY OF INVER GROVE HEIGHTS; Consider the following matters relating to the property owned by Inverwood Business Park, LLC and United Properties, LLC, which property is generally located in the area of Courthouse Boulevard Court East and Barnes Avenue:

- i) A Settlement Agreement with respect to the litigation of Inverwood Business Park, LLC and United Properties, LLC vs. The City of Inver Grove Heights _____

- ii) An Ordinance Amendment to rezone the property from Agricultural to Industrial Office Park – PUD _____
- iii) A Resolution relating to approval of a Preliminary Plat and Preliminary PUD Development Plan for an amended application; and conditions relating to such approval _____
- iv) A Resolution approving Vacation of 40 feet of right-of-way on the North side of Courthouse Boulevard along the entire frontage of the subject property _____
- v) Approval of a Land Alteration Permit to begin grading for the office-warehouse development _____

B. CITY OF INVER GROVE HEIGHTS; Consider Approval of Code Compliance Position Description for Advertisement _____

COMMUNITY DEVELOPMENT:

C. JAMES KRECH; Consider the following actions for property located along Blaine Avenue, North of 62nd Street

- i) Resolution relating to a **Preliminary Plat** for a five (5) lot single family subdivision _____
- ii) Resolution relating to a **Vacation** of existing drainage and utility easements _____
- iii) Resolution relating to a **Vacation** of a portion of an old cul-de-sac on 62nd Street _____
- iv) Resolution relating to a **Variance** from minimum lot width for Lots 1 and 2 _____
- v) Resolution relating to a **Variance** from the minimum building elevation for Lots 3 and 4 _____

FINANCE:

D. CITY OF INVER GROVE HEIGHTS; Consider Approval of Carryover Unused Budget Appropriations and Approve Transfers _____

8. MAYOR AND COUNCIL COMMENTS

9. EXECUTIVE SESSION

A. Discuss Collective Bargaining

10. ADJOURN

**INVER GROVE HEIGHTS CITY COUNCIL MEETING MINUTES
MONDAY, FEBRUARY 11, 2008 - 8150 BARBARA AVENUE**

CALL TO ORDER/ROLL CALL The City Council of Inver Grove Heights met in regular session on Monday, February 11, 2008, in the City Council Chambers. Mayor Tourville called the meeting to order at 7:30 p.m. Present were Council members Grannis, Klein, Madden and Piekarski Krech; City Administrator Lynch, Assistant Administrator Teppen, City Attorney Kuntz, Engineer Thureen, Community Development Director Link, Finance Director Lanoue, Parks & Recreation Director Carlson and Deputy Clerk Rheaume.

3. PRESENTATIONS: None.

4. CONSENT AGENDA:

- A. Minutes – January 28, 2008 Regular Council Meeting
- B. **Resolution 08-30** approving disbursements for period ending February 6, 2008
- C. Pay Voucher #, Groveland & North Valley Lighting Projects – City Project No. 2005-04 & 2007-10
- D. Approve VMCC Ice Contract with ISD 199
- E. **Resolution 08-31** Authorizing City Engineer to Engage the Services of Two Real Property Appraisers and an Acquisition Agent to Assist with Southern Sanitary Sewer System Improvements Project, City Project 2003-03
- F. Personnel Actions

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

Ayes: 5

Nays: 0 Motion carried.

5. PUBLIC COMMENT: None.

6. PUBLIC HEARINGS: None.

7. REGULAR AGENDA

ADMINISTRATION:

A. CITY OF INVER GROVE HEIGHTS; Consider Resolution relating to Dawn Way Landfill

Mr. Lynch explained a letter was received from Frattalone Companies that addressed the concerns raised by residents at the last Council meeting. He stated that the police have monitored the traffic near the landfill and no citations were issued.

Motion by Piekarski Krech, seconded by Madden, to receive a letter from Mr. Pieper.

Ayes: 5

Nays: 0 Motion carried.

Motion by Madden, seconded by Piekarski Krech, to receive a letter from Joe McBride.

Ayes: 5

Nays: 0 Motion carried.

Mr. Lynch reviewed the resident concerns. He explained that Mr. Frattalone has instructed the truck drivers to not use jake brakes at the facility and has indicated that the trucks will revert to the use of the original entrance to the property. Mr. Lynch stated that there is no regulation on the number of trucks allowed to travel through the facility on a daily basis. He suggested that the City request that the owner be required to street sweep to remove any debris or mud from Dawn Way.

Council member Klein added that the mud and dirt also accumulates at the bottom of Concord and clogs the storm water drains.

Nick Frattalone, Frattalone Companies, responded that they are willing to comply with the street sweeping request.

Keith Wunder-Joyce, 5873 Concord Boulevard, stated that the main concern for residents was the potential for the landfill operator to request an extension for the operating time of the landfill.

Mr. Kuntz reviewed the Non-Conforming Use Certificate and stated that the current closure date is December 31, 2017. He explained that the landfill operator could request an extension. He noted that any extension request would need Council approval.

Joe McBride, 4055 59th St. E., expressed concerns regarding the grading plan and how the elevation will effect the location of the entrance.

Mr. Link responded that the final grading plans were approved six years ago. He explained that the entrance will change over time based on where the filling occurs.

Council member Piekarski Krech questioned if the landfill could be closed prior to December 31, 2017 if the final grade was achieved.

Mayor Tourville responded that if the final grade is reached prior to the 2017 closing date the landfill would cease operations.

Motion by Klein, seconded by Piekarski Krech to approve Resolution 08-32 relating to Dawn Way Landfill

Council member Grannis stated that he will be voting against the motion for approval because he does not feel the City is getting enough money in exchange for the land.

Ayes: 4

Nays: 1 (Grannis) Motion carried.

PARKS AND RECREATION:

B. CITY OF INVER GROVE HEIGHTS; Act on Petition to Sell River Front Park

Mr. Carlson explained that in September of 2007 residents presented the Parks and Recreation Commission with a petition that asks the City to sell River Front Park. He stated that the Council has been asked to formally vote on the petition.

Greg Sampson, 7540 River Road, stated that the original concept for River Front Park was to accumulate more than on parcel to expand the area. He explained that the original concept never came to fruition and the neighbors of the park view the property as a nuisance that is not needed.

Alan Sampson, 7600 River Front Road, discussed flooding issues on the property. He stated that the property could not be used as a public boat launch.

Council member Piekarski Krech stated that a house could not be built on the property as setback requirements could not be met.

Mayor Tourville explained that he does not think anything could be built on the property, and that would make it difficult to sell. He stated that the City needs to increase its efforts to patrol the area. He directed staff to notify the Parks and Recreation Commission that Council is not going to sell the property and that other ideas need to be considered to improve the park and address the neighbors concerns.

Motion by Piekarski Krech, seconded by Grannis to Deny Petition to Sell River Front Park

Ayes: 5

Nays: 0 Motion carried.

COMMUNITY DEVELOPMENT:

C. MGT DEVELOPMENT, INC.; Consider Resolution for Approval of the Intersection Geometrics of the Temporary Argenta Trail Connection for the Preliminary Plat of Argenta Hills, a Seven (7) Lot and Seven (7) Outlot Plat located at the Northwest Corner of Hwy. 55 and Hwy. 3

Mr. Link explained that the applicant is requesting design approval of the temporary roadway as provided for in Condition #23 that was amended by the City Council on January 28th as part of the reaffirmation of the Preliminary Plat approval for the plat of Argenta Hills. He reviewed the design of the temporary road with the proposed right-in/right-out access.

Greg Munson, MGT Development, explained that the project would not move forward without the secondary access to Argenta Trail. He stated that he will continue to work with the County and City to develop an alternative access solution. He added that the proposed right-in/right-out access is not ideal from a developer's standpoint either.

Council member Grannis referenced the "Good Faith" statement that was drafted as an addendum to the resolution, and suggested that the developer also be required to provide the City Administrator with bi-weekly progress reports.

Mr. Munson responded that he would agree to add both requirements to the resolution.

Steve Schmidt, property owner, stated that he supports the temporary road and he thinks it will aid in the process of convincing the County and the State to act on a more permanent access solution.

Jarron Johnson, Attorney for the Strehles, stated that the right-in/right-out access will restrict access to the Strehle property.

Debbie Strehle, 7482 Argenta Trail, discussed access concerns and added that the noise levels would be significantly higher because the back of her property is approximately 20 feet from the proposed temporary road.

Jim & Jerry Illetschko, 7475 Argenta Trail, expressed concerns regarding the proposed median and the limited access to their property that would result.

Mayor Tourville responded that there needs to be further discussion with the County to try to address the issues raised by surrounding property owners.

Mr. Link pointed out that the Illetschko property has two driveways and this design would still allow access via the northern driveway.

Mr. Illetschko stated that entering the property via the northern access point would not be a safe option.

Brian Sorenson, Dakota County, explained that the proposed road would be a temporary connection and all parties involved still need to work together to address concerns raised and come up with the best possible solution for everyone involved. He noted that the grade of Argenta Trail would not change.

Council member Klein asked if there would be a right turn lane for access to the temporary road off of Argenta Trail.

Mr. Sorenson responded that there would be a 250 foot right turn lane installed. He noted that it is estimated that the number of cars making a right turn onto the temporary road would be about 45 in the a.m. peak hour and minimal stacking is anticipated.

Council member Piekarski Krech stated that she is concerned with the safety of the intersection and feels that there will be too much traffic for the proposed right-in/right-out access to be safe.

Mayor Tourville reiterated that further design and discussion is needed between the developer, City, County and neighborhood.

Mr. Kuntz clarified that the Council is considering approval of the plan as proposed and by approving it the developer will have entitlement to build by that plan.

Council member Klein noted that they are approving a temporary connection and eventually it will change.

Council member Piekarski Krech stated that it is still unknown how long the temporary road will be in use.

Council member Grannis asked if there were plans to upgrade Argenta Trail whether there was development or not.

Mr. Sorenson responded that there were no imminent plans to upgrade Argenta Trail. He stated that as traffic volumes increase improvements will become more of a priority.

Bill Smith, River Heights Chamber of Commerce, stated that that this development is important from a financial aspect for the sewer project and added that the development would bring additional consumer dollars to the community.

Mr. Munson reiterated that they are committed to making the temporary road and access point as safe as possible.

Council member Grannis asked if the developer would prefer full access.

Mr. Munson indicated that a full access would be a more desirable option.

Motion by Klein, seconded by Madden to adopt Resolution 08-33 approving the Intersection Geometrics of the Temporary Argenta Trail Connection for the Preliminary Plat of Argenta Hills With the “Good Faith” Statement Addendum and Bi-Weekly Progress Report Requirement.

Bill Strehle, 7482 Argenta Trail, stated that the road has not been thought through and he agrees with Council member Piekarski Krech’s safety concerns. He asked for further study and asked that the Council not vote on the item until further study is completed.

Mr. Kuntz clarified that the motion includes the “good faith” statement and a requirement that the developer provides a progress report every two weeks.

Mr. Johnson stated that there needs to be discussion on screening and protection for the Strehle property during construction of the road as well as other issues that have not been addressed.

Ayes: 4

Nays: 1 (Piekarski Krech) Motion carried.

The City Council took a five-minute break.

PUBLIC WORKS:

D. CITY OF INVER GROVE HEIGHTS; Consider Resolution Accepting Bid and Awarding Contract to S.M. Hentges & Sons, Inc. for City Project No. 2007-13, Hilltop Elementary School – Safe Routes to School

Mr. Thureen recommended that the contract be awarded to the lowest bidder, S.M. Hentges & Sons, Inc.

Council member Madden clarified that this is a federally funded project.

Motion by Piekarski Krech, seconded by Klein to approve Resolution 08-34 accepting Bid and Awarding Contract to S.M. Hentges & Sons, Inc. for City Project No. 2007-13, Hilltop Elementary School – Safe Routes to School

Ayes: 5

Nays: 0 Motion carried.

E. CITY OF INVER GROVE HEIGHTS; Consider Resolution Ordering Preparation of a Feasibility Report for the 2008 Improvement Program – Southern Sanitary Sewer, East Segment

Mr. Thureen explained that a petition was received requesting that the City prepare a study of the feasibility of extending trunk sanitary sewer to serve the properties located South of 111th Street East, on the East side of T.H. 52. He stated that the study needs to be expedited to coordinate any construction

with Mn/DOT's East Frontage Road Project.

Motion by Piekarski Krech, seconded by Klein to approve Resolution 08-35 Ordering Preparation of a Feasibility Report for the 2008 Improvement Program – Southern Sanitary Sewer, East Segment

Ayes: 5

Nays: 0 Motion carried.

F. CITY OF INVER GROVE HEIGHTS; Consider Resolution Approving Individual Project Order No. 9 with Kimley-Horn and Associates, Inc. for City Project No. 2008-11, Southern Sanitary Sewer, Eastern Segment

Mr. Thureen recommended using Kimley-Horn and Associates because of their familiarity with the project area and needs as a result of their involvement in the Southern Sanitary Sewer project.

Motion by Madden, seconded by Piekarski Krech to adopt Resolution 08-36 approving Individual Project Order No. 9 with Kimley-Horn and Associates, Inc. for City Project No. 2008-11, Southern Sanitary Sewer, Eastern Segment

Ayes: 5

Nays: 0 Motion carried.

8. MAYOR AND COUNCIL COMMENTS:

Mr. Lynch reminded Council that there will be a joint meeting on February 20th with I.S.D. 199, and a goal session meeting on March 3rd, scheduled to start at 6:00 p.m.

9. EXECUTIVE SESSION:

A. UNITED PROPERTIES

10. ADJOURN: Motion by Piekarski Krech, seconded by Grannis to adjourn. The meeting adjourned by unanimous vote at 10:30 p.m.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Meeting Date: February 25, 2008
 Item Type: Consent
 Contact: Cathy Shea 651-450-2521
 Prepared by: Cathy Shea Asst. Finance Director
 Reviewed by: N/A

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

PURPOSE/ACTION REQUESTED

Approve the attached resolution approving disbursements for the period of February 7, 2008 to February 20, 2008.

SUMMARY

Shown below is a listing of the disbursements for the various funds for the period ending February 20, 2008. The detail of these disbursements is attached to this memo.

General & Special Reveune	\$193,470.91
Debt Service & Capital Projects	36,851.81
Enterprise & Internal Service	267,946.31
Escrows	<u>5,285.60</u>
Grand Total for All Funds	<u><u>\$503,554.63</u></u>

If you have any questions about any of the disbursements on the list, please call me at 651-450-2521 or Vickie Gray, Accounting Technician at 651-450-2515.

Attached to this summary for your action is a resolution approving the disbursements for the period February 7, 2008 to February 20, 2008, and the listing of disbursements requested for approval.

DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. _____

**RESOLUTION APPROVING DISBURSEMENTS FOR THE
PERIOD ENDING February 20, 2008**

WHEREAS, a list of disbursements for the period ending February 20, 2008 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	\$ 193,470.91
Debt Service & Capital Projects	36,851.81
Enterprise & Internal Service	267,946.31
Escrows	<u>5,285.60</u>
Grand Total for All Funds	<u>\$ 503,554.63</u>

Adopted by the City Council of Inver Grove Heights this 25th day of February, 2008.

Ayes:

Nays:

George Tourville, Mayor

ATTEST:

Melissa Rheaume, Deputy City Clerk

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
02/13/2008	86679	ANCOM TECHNICAL CENTER	cust no 328	101-4200-423.40-42		2/2008 * Total	12.50 12.50
02/13/2008	86689	COPY RIGHT	cust 1040	101-4000-421.50-30		2/2008 * Total	235.44 235.44
02/13/2008	86692	CULLIGAN	acct 157984591188	101-4200-423.60-65		2/2008 * Total	22.25 22.25
02/13/2008	86693	CULLIGAN	acct 157984591006	101-4200-423.60-65		2/2008 * Total	32.12 32.12
02/13/2008	86694	DAKOTA CTY CHIEFS OF PO	2008 membership dues	101-4000-421.50-70		2/2008 * Total	65.00 65.00
02/13/2008	86696	DAKOTA ELECTRIC ASSN	acct 4267134	101-5400-445.40-20		2/2008 * Total	23.91 23.91
02/13/2008	86697	DELL MARKETING	acct 019368783 acct 019368783	101-1100-413.60-42 101-1100-413.60-42		2/2008 2/2008 * Total	42.60 1,734.88 1,777.48
02/13/2008	86706	FOX, KIM	refreshments for meeting	101-3000-419.60-65		2/2008 * Total	29.32 29.32
02/13/2008	86707	GALLIS INC	acct no 1931021 acct no 1931021	101-4000-421.60-40 101-4000-421.60-40		2/2008 2/2008 * Total	388.32 496.82 885.14
02/13/2008	86715	IDWHOLESALE	cust no 4966	101-4000-421.60-40		2/2008 * Total	143.78 143.78
02/13/2008	86717	INVERCITY PRINTING INC	inver grove hqts fd	101-4200-423.50-30		2/2008 * Total	172.25 172.25
02/13/2008	86718	JOHNSTON, MARK	travel expenses travel expenses	101-4200-423.50-75 101-4200-423.50-80		2/2008 2/2008 * Total	651.85 320.00 971.85
02/13/2008	86721	KUSTOM SIGNALS, INC.	cust no 18993	101-4000-421.60-40		2/2008 * Total	3,156.59 3,156.59
02/13/2008	86725	METROPOLITAN AREA MANAG	cust no 539	101-1100-413.50-70		2/2008 * Total	40.00 40.00
02/13/2008	86726	METROPOLITAN AREA MANAG	acct no 130	101-1100-413.50-70		2/2008 * Total	40.00 40.00
02/13/2008	86728	MID-AMERICA BUSINESS SY	cust no 1259 cust no 1259	101-1100-413.30-70 101-3300-419.60-40		2/2008 2/2008 * Total	651.52 750.00 1,401.52
02/13/2008	86729	MIKE'S SHOE REPAIR, INC	inver grove hqts fd	101-4200-423.60-45		2/2008	28.00

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
02/13/2008	86730	MINNESOTA CONWAY FIRE &	cust no 1307	101-4200-423.40-42		* Total	28.00
						2/2008	88.35
						* Total	88.35
02/13/2008	86731	MN BOOKSTORE	cust no9900098	101-4200-423.60-18		* Total	148.46
						2/2008	148.46
						* Total	148.46
02/13/2008	86734	MN LAW ENFORCEMENT EXP	city of inver grove hgts	101-4000-421.50-70		* Total	540.00
						2/2008	540.00
						* Total	540.00
02/13/2008	86737	MN LIFE INSURANCE CO	policy 0027324	101-0000-203.09-00		2/2008	1,576.74
			policy 0027324	101-1100-413.20-62		2/2008	64.58
			policy 0027324	101-2000-415.20-62		2/2008	83.42
			policy 0027324	101-3000-419.20-62		2/2008	27.57
			policy 0027324	101-3200-419.20-62		2/2008	41.09
			policy 0027324	101-3300-419.20-62		2/2008	67.90
			policy 0027324	101-4000-421.20-62		2/2008	479.90
			policy 0027324	101-4200-423.20-62		2/2008	37.76
			policy 0027324	101-5000-441.20-62		2/2008	10.54
			policy 0027324	101-5100-442.20-62		2/2008	87.58
			policy 0027324	101-5200-443.20-62		2/2008	76.75
			policy 0027324	101-6000-451.20-62		2/2008	86.93
						* Total	2,646.76
02/13/2008	86738	MN RECREATION AND PARK	city of inver grove hgts	101-6000-451.50-80		* Total	30.00
						2/2008	30.00
						* Total	30.00
02/13/2008	86739	MNFAM BOOK SALES	inver grove hgts fd	101-4200-423.60-18		* Total	416.88
						2/2008	416.88
						* Total	416.88
02/13/2008	86742	MUNICIPAL LEGISLATIVE C	city of inver grove hgts	101-1000-413.30-70		* Total	8,299.00
						2/2008	8,299.00
						* Total	8,299.00
02/13/2008	86743	NEXTEL COMMUNICATIONS	cust no 266948529	101-4000-421.50-20		* Total	468.92
						2/2008	468.92
						* Total	468.92
02/13/2008	86750	RHOADES, JON	mileage training	101-4200-423.50-65		* Total	151.50
						2/2008	151.50
						* Total	151.50
02/13/2008	86751	RILEY, DETTMANN & KELSE	cust no 121610	101-1100-413.30-70		* Total	520.30
						2/2008	520.30
						* Total	520.30
02/13/2008	86752	RIVER HEIGHTS CHAMBER O	acct no 6498	101-1100-413.50-80		2/2008	40.00
			acct no 6498	101-3000-419.50-80		2/2008	40.00
						* Total	80.00
02/13/2008	86758	SCHLOMKA SERVICES LLC	inver grove hgts fd	101-4200-423.40-40		* Total	150.00
						2/2008	150.00
						* Total	150.00
02/13/2008	86760	SCHROEFFER, WILLIAM	mileage conference	101-2000-415.50-65		* Total	12.63
						2/2008	12.63
						* Total	12.63

City of Inver Grove Heights
CHECK REGISTER BY FUND

Prepared: 02/20/2008, 11:10:29
Program: GMI79L
Bank: 00 City of Inver Grove Heights

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
02/13/2008	86762	SIRCHIE FINGER PRINT LA	cust no 55077	101-4000-421.60-65		2/2008 * Total	94.95 94.95
02/13/2008	86764	STREICHER'S	cust no 285	101-4000-421.60-45		2/2008	119.23
			cust no 285	101-4000-421.60-45		2/2008	170.39
			cust no 285	101-4000-421.60-45		2/2008	37.26
			cust no 285	101-4000-421.60-45		2/2008	42.99
						* Total	369.87
02/13/2008	86766	TEPPEN, JENELLE	dinner for council	101-1000-413.50-75		2/2008 * Total	192.72 192.72
02/13/2008	86767	TERRI KENISON	city of inver grove fd	101-4200-423.40-40		2/2008 * Total	905.25 905.25
02/13/2008	86769	UNIFORMS UNLIMITED	acct no 114866	101-4000-421.60-45		2/2008	13.72
			acct no 114866	101-4000-421.60-45		2/2008	123.43
			acct no 114866	101-4000-421.60-45		2/2008	.50
						* Total	136.65
02/13/2008	86770	UNIFORMS UNLIMITED	acct no 148666	101-4000-421.60-45		2/2008 * Total	31.90 31.90
02/13/2008	86772	VERIZON WIRELESS	acct no 480564751	101-4200-423.50-20		2/2008 * Total	45.28 45.28
02/13/2008	86773	WASHINGTON COUNTY SHERI	training april 7/8	101-4000-421.50-80		2/2008 * Total	200.00 200.00
02/13/2008	86780	ZOYA, KENT	registry of emts	101-4200-423.60-18		2/2008 * Total	15.00 15.00
02/20/2008	86781	ACE PAINT & HARDWARE	cust no 1126	101-4200-423.40-40		2/2008 * Total	7.44 7.44
02/20/2008	86783	AFSCME COUNCIL 5	city of inver grove hgts	101-0000-203.10-00		2/2008 * Total	832.49 832.49
02/20/2008	86787	BAARS MECHANICAL, INC.	cit of inver grove hgts	101-6000-451.40-40		2/2008 * Total	1,049.98 1,049.98
02/20/2008	86790	BUREAU OF CRIMINAL APPR	city of inver grove	101-4000-421.50-80		2/2008 * Total	150.00 150.00
02/20/2008	86793	CITY OF ROSEMOUNT - MAA	city of inver grove hgts	101-4000-421.50-70		2/2008 * Total	3,000.00 3,000.00
02/20/2008	86794	CITY OF SAINT PAUL	acct no 001043084339	101-4000-421.40-42		2/2008 * Total	28.50 28.50
02/20/2008	86797	CRAWFORD DOOR SALES OF	acct no 4373	101-4200-423.40-40		2/2008 * Total	163.00 163.00

Prepared: 02/20/2008 11:10:29
 Program: GMI79L
 Bank: 00 City of Inver Grove Heights

City of Inver Grove Heights
 CHECK REGISTER BY FUND

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
02/20/2008	86799	DAKOTA CITY TREASURER-AU	city of inver grove hgts acct no 5070	101-4000-421.70-30 101-4000-421.70-30		2/2008 2/2008 * Total	21,316.16 2,263.00 23,579.16
02/20/2008	86806	GALLS INC	cust 1931021	101-4000-421.60-40		2/2008 * Total	459.64 459.64
02/20/2008	86807	GOVERNMENT TRAINING SER	ATTENDEE; HEATHER BOTTEN	101-3200-419.50-80		2/2008 * Total	80.00 80.00
02/20/2008	86814	IAPE	member; corey thomas	101-4000-421.50-70		2/2008 * Total	50.00 50.00
02/20/2008	86817	INTOXIMETERS	acct no mminvo	101-4000-421.60-65		2/2008 * Total	94.25 94.25
02/20/2008	86820	KRINKIE HEATING	overpmt mech permit	101-0000-207.01-00		2/2008 2/2008 * Total	1.00 8.50 9.50
02/20/2008	86822	LANOUE, ANN	BOOKS FOR TRAINING	101-2000-415.60-18		2/2008 * Total	46.01 46.01
02/20/2008	86823	LAW ENFORCEMENT TARGETS	cust no 5154	101-4000-421.60-18		2/2008 * Total	277.43 277.43
02/20/2008	86827	LEVANDER, GILLEN & MILL	client 81000e	101-1000-413.30-40		2/2008 2/2008 2/2008 2/2008 2/2008 2/2008 2/2008 * Total	120.00 5,755.50 36.00 532.70 107.00 118.50 64.00 6,733.70
02/20/2008	86828	LEVANDER, GILLEN & MILL	client 92000e	101-4000-421.30-41		2/2008 * Total	20,782.94 20,782.94
02/20/2008	86829	METRO FIRE OFFICERS ASS	member judy smith thill	101-4200-423.50-70		2/2008 * Total	100.00 100.00
02/20/2008	86831	MINNEAPOLIS OXYGEN CO.	cust no 113505	101-4000-421.60-65		2/2008 * Total	5.75 5.75
02/20/2008	86832	MN BOOKSTORE	CITY OF INVER GROVE HGTS	101-3300-419.60-18		2/2008 * Total	148.46 148.46
02/20/2008	86833	MN DEPT OF LABOR & INDU	ATTENDEE; DAVID NEAMEYER	101-3300-419.50-80		2/2008 * Total	70.00 70.00
02/20/2008	86837	MN SOCIETY OF CPA'S	member; cathy shea member; ann lanoue	101-2000-415.50-70 101-4000-421.60-18		2/2008 2/2008 * Total	190.00 190.00 380.00

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02/20/2008	86838	MPSA	member; mark borgwardt	101-6000-451.50-70		2/2008 * Total	35.00 35.00
02/20/2008	86842	NATIONAL RESERVE LAW OF	RENEWAL 2008 -CITY IGH	101-4000-421.50-70		2/2008 * Total	351.00 351.00
02/20/2008	86843	NATURE CALLS, INC.	city of inver grove hgts	101-6000-451.40-65		2/2008 * Total	121.95 121.95
02/20/2008	86852	PETTY CASH	mn gofa meeting mnapa luncheon bldg officials meeting chief's lunch parking green expo	101-2000-415.50-75 101-3200-419.50-80 101-3300-419.50-80 101-4000-421.50-70 101-6000-451.50-65		2/2008 * Total	15.00 11.00 32.00 38.58 8.25 104.83
02/20/2008	86853	PLEAA	member; kathy roddgers	101-4000-421.50-70		2/2008 * Total	210.00 210.00
02/20/2008	86854	POWERPLAN OIB	acct no 2556007	101-5200-443.40-46		2/2008 * Total	639.00 639.00
02/20/2008	86855	PRECISION DATA SYSTEMS	CUST NO 0116	101-2000-415.50-30		2/2008 * Total	276.36 276.36
02/20/2008	86857	QWEST	ACCT NO 612E126047	101-4000-421.50-20		2/2008 * Total	35.15 35.15
02/20/2008	86858	QWEST	ACCT NO 6514577671	101-6000-451.50-20		2/2008 * Total	40.87 40.87
02/20/2008	86859	QWEST	ACCT NO 6514577674	101-6000-451.50-20		2/2008 * Total	41.07 41.07
02/20/2008	86861	RADIO SHACK	ACCT NO 011501000022532	101-4000-421.60-65		2/2008 * Total	19.16 19.16
02/20/2008	86865	SHEA, CATHY	BOOKS FOR TRAINING	101-2000-415.60-18		2/2008 * Total	23.00 23.00
02/20/2008	86867	SIRCHIE FINGER PRINT LA	acct no 55077	101-4000-421.60-65		2/2008 * Total	40.28 40.28
02/20/2008	86874	STREICHER'S	CITY OF INVER GROVE HGTS	101-4000-421.60-45		2/2008 * Total	1.33 1.33
02/20/2008	86875	TWIN CITIES OCCUPATIONA	ACCT NO N261251001589 ACCT NO N261251001589	101-1100-413.30-50 101-1100-413.30-50		2/2008 * Total	55.00 165.00 220.00
02/20/2008	86876	UNIFORMS UNLIMITED	acct no 114866 acct no 05582 acct no 114866	101-4000-421.60-40 101-4000-421.60-45 101-4000-421.60-45		2/2008 * Total	4,317.98 520.30 159.75

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						* Total	4,998.03
02/20/2008	86878	UNITED WAY	CITY OF INVER GROVE	101-0000-203.13-00		2/2008 * Total	181.00 181.00
02/20/2008	86879	US POSTMASTER	CITY OF INVER GROVE	101-1100-413.50-32		2/2008 * Total	1,957.50 1,957.50
02/20/2008	86880	USA MOBILITY WIRELESS I	ACCT NO 03174091	101-4000-421.50-20		2/2008 * Total	22.00 22.00
02/20/2008	86884	XCEL ENERGY	acct no 5164351291	101-5400-445.40-20		2/2008 * Total	116.00 116.00
02/13/2008	86703	EXPLORE MINNESOTA TOURI	city of inver grove hgts	201-1600-465.50-25	** Fund Total		92,063.35
02/13/2008	86749	PROGRESS PLUS	acct no 1053	201-1600-465.30-70		2/2008 * Total	1,637.50 200.00
02/20/2008	86788	BENGTSON, NICOLE	meals	201-1600-465.50-75		2/2008 * Total	38.59 38.59
02/13/2008	86701	EHLERS AND ASSOCIATES,	attende; cathy shea	405-9000-570.50-80	** Fund Total		2,301.09
02/20/2008	86821	LANOUE, ANN	mileage	405-9000-570.50-65		2/2008 * Total	23.22 23.22
02/20/2008	86864	SHEA, CATHY	mileage - seminar	405-9000-570.50-65		2/2008 * Total	26.34 26.34
02/20/2008	86827	LEVANDER, GILLEN & MILL	client 81000e	423-5903-723.30-42	** Fund Total		202.90
02/20/2008	86827	LEVANDER, GILLEN & MILL	client 81000e	425-5906-725.30-42	0303	2/2008 * Total	3,479.10 3,479.10
02/20/2008	86827	LEVANDER, GILLEN & MILL	client 81000e	425-5922-725.30-42	** Fund Total		3,479.10
02/20/2008	86827	LEVANDER, GILLEN & MILL	client 81000e	426-5904-726.30-42	0604	2/2008 * Total	472.20 472.20

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				1 Checks	** Fund Total		472.20
02/20/2008	86873	STEVENS ENGINEERS INC	CITY OF INVER GROVE HGTS	428-5906-728.30-30	0806	2/2008 * Total	14,490.50
				1 Checks	** Fund Total		14,490.50
02/20/2008	86871	SOUTH ST PAUL, CITY OF	ACCT NO 6506	441-0000-207.08-00		2/2008 * Total	40.50
				1 Checks	** Fund Total		40.50
02/13/2008	86701	EHLERS AND ASSOCIATES,	city of inver grove hgts	446-5915-746.30-15	0315	2/2008 * Total	3,607.50
				1 Checks	** Fund Total		3,607.50
02/20/2008	86827	LEVANDER, GILLEN & MILL	client 81000e	446-5915-746.30-42	0315	2/2008 * Total	13,769.30
				2 Checks	** Fund Total		13,769.30
02/13/2008	86701	EHLERS AND ASSOCIATES,	attendee; cathy shea	452-9000-570.50-80		2/2008 * Total	153.34
				1 Checks	** Fund Total		153.34
02/20/2008	86821	LANOUE, ANN	mileage	452-9000-570.50-65		2/2008 * Total	23.22
				1 Checks	** Fund Total		23.22
02/20/2008	86864	SHEA, CATHY	mileage - seminar	452-9000-570.50-65		2/2008 * Total	26.34
				3 Checks	** Fund Total		26.34
02/13/2008	86701	EHLERS AND ASSOCIATES,	attendee; cathy shea	453-9000-570.50-80		2/2008 * Total	153.32
				1 Checks	** Fund Total		153.32
02/20/2008	86821	LANOUE, ANN	mileage	453-9000-570.50-65		2/2008 * Total	23.24
				1 Checks	** Fund Total		23.24
02/20/2008	86864	SHEA, CATHY	mileage - seminar	453-9000-570.50-65		2/2008 * Total	26.35
				3 Checks	** Fund Total		26.35
02/13/2008	86683	BATTERIES PLUS	acct no c1034	501-7100-512.60-16		2/2008 * Total	36.39
				1 Checks	** Fund Total		36.39
02/13/2008	86699	DEY DISTRIBUTING	city of inver grove hgts	501-7100-512.60-16		2/2008 * Total	8.08
				1 Checks	** Fund Total		8.08
02/13/2008	86711	GRAYBAR	cust no 101705	501-7100-512.60-16		2/2008 * Total	217.42
				1 Checks	** Fund Total		217.42
02/13/2008	86712	HAWKINS INC	cust no 108816	501-7100-512.60-19		2/2008 * Total	642.60
				1 Checks	** Fund Total		642.60

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02/13/2008	86733	MN GLOVE & SAFETY, INC.	cust no ctinve	501-7100-512.60-65		2/2008 * Total	515.00 515.00
02/13/2008	86737	MN LIFE INSURANCE CO	policy 0027324	501-7100-512.20-62		2/2008 * Total	52.98 52.98
02/13/2008	86768	TWIN CITY WATER CLINIC	city of inver grove	501-7100-512.30-70		2/2008 * Total	330.00 330.00
02/13/2008	86771	UNITED RENTALS NORTHWES	cust no 66047	501-7100-512.60-16		2/2008 * Total	163.90 163.90
02/20/2008	86781	ACE PAINT & HARDWARE	cust no 1126	501-7100-512.60-16		2/2008 * Total	50.85 50.85
02/20/2008	86791	CEMSTONE PRODUCTS COMPA	cust no 9021	501-7100-512.60-16		2/2008 * Total	456.76 456.76
02/20/2008	86801	DAKOTA ELECTRIC ASSN	acct no 2148310	501-7100-512.40-20		2/2008 * Total	9.71 9.71
02/20/2008	86802	DELL MARKETING	acct no 019368783	501-7100-512.60-16		2/2008 * Total	11.43 11.43
02/20/2008	86803	DEY DISTRIBUTING	acct no 11324	501-7100-512.60-16		2/2008 * Total	137.07 137.07
02/20/2008	86809	GRAYBAR	acct no 101705 acct no 101705	501-7100-512.60-16 501-7100-512.60-16		2/2008 2/2008 * Total	108.58 17.50 126.08
02/20/2008	86810	HD SUPPLY WATERWORKS LT	acct no 099872	501-7100-512.75-50		2/2008 * Total	1,598.35 1,598.35
02/20/2008	86812	HOME DEPOT CREDIT SERVI	acct no 6035322502691268	501-7100-512.60-16		2/2008 * Total	417.24 417.24
02/20/2008	86819	KAT-KEY'S LOCK & SAFE C	city of inver grove	501-7100-512.60-16		2/2008 * Total	653.97 653.97
02/20/2008	86834	MN DEPT OF PUBLIC SAFET	erc id 190710047 erc id 190710047	501-7100-512.40-40 501-7100-512.40-40		2/2008 2/2008 * Total	25.00 100.00 125.00
02/20/2008	86835	MN GLOVE & SAFETY, INC.	cust no ctinve	501-7100-512.60-65		2/2008 * Total	19.90 19.90
02/20/2008	86836	MN PIPE & EQUIPMENT.	acct no 2195	501-7100-512.60-16		2/2008 * Total	1,738.19 1,738.19
02/20/2008	86848	ONE CALL CONCEPTS INC	acct no cinght1	501-7100-512.30-70		2/2008 * Total	265.30 265.30

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02/20/2008	86852	PETTY CASH	postage dept of health	501-7100-512.50-35		2/2008	8.50
						* Total	8.50
02/20/2008	86866	SHERWIN-WILLIAMS	acct no 668254535	501-7100-512.60-16		2/2008	83.30
						* Total	83.30
02/20/2008	86868	SOLBERG AGGREGATE CO	city of igh	501-7100-512.60-16		2/2008	989.63
			city of igh	501-7100-512.60-16		2/2008	136.46
						* Total	1,126.09
02/20/2008	86871	SOUTH ST PAUL, CITY OF	ACCT NO 6506	501-7100-512.40-05		2/2008	181.39
						* Total	181.39
02/20/2008	86872	CROIX ARCHITECTURAL	CITY OF INVER GROVE HGTS	501-7100-512.40-40		2/2008	1,528.61
						* Total	1,528.61
02/20/2008	86881	VALLEY-RICH CO, INC	acct no igh	501-7100-512.40-46		2/2008	3,101.17
			acct no igh	501-7100-512.30-70		2/2008	307.68
						* Total	3,408.85
02/20/2008	86885	XCEL ENERGY	acct no 5160987097	501-7100-512.40-10		2/2008	79.54
			acct no 5160987097	501-7100-512.40-20		2/2008	90.40
						* Total	169.94
02/20/2008	86886	XCEL ENERGY	acct no 5160987097	501-7100-512.40-10		2/2008	2,332.92
			acct no 5160987097	501-7100-512.40-20		2/2008	10,845.92
						* Total	13,178.84
						** Fund Total	27,261.74
02/13/2008	86695	DAKOTA CITY TREASURER	city of inver grove hgts	502-0000-207.01-00		2/2008	40.00
						* Total	40.00
02/13/2008	86727	METROPOLITAN COUNCIL	cust no 5084	502-7200-514.40-15		2/2008	109,359.28
						* Total	109,359.28
02/13/2008	86732	MN DEPT OF TRANSPORTATI	city of inver grove hgts	502-7200-514.60-65		2/2008	112.89
						* Total	112.89
02/13/2008	86737	MN LIFE INSURANCE CO	policy 0027324	502-7200-514.20-62		2/2008	33.69
						* Total	33.69
02/20/2008	86816	INSTITUTE OF BUSINESS P	acct no 10111853	502-7200-514.50-80		2/2008	238.00
						* Total	238.00
02/20/2008	86871	SOUTH ST PAUL, CITY OF	ACCT NO 6506	502-7200-514.40-15		2/2008	388.37
						* Total	388.37
02/20/2008	86882	WHITAKER LINCOLN MERCUR	acct no 4198	502-7200-514.40-43		2/2008	224.51
						* Total	224.51
02/20/2008	86886	XCEL ENERGY	acct no 5160987097	502-7200-514.40-20		2/2008	179.36
						* Total	179.36

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				8 Checks	** Fund Total		110,576.10
02/13/2008	86675	ACE PAINT & HARDWARE	cust no 1126 cust no 1126	503-8600-527.60-21 503-8600-527.60-12		2/2008 2/2008 * Total	43.72 45.72 89.44
02/13/2008	86678	ALL TEST & INSPECTIONS	inver wood golf course	503-8600-527.50-45		2/2008 * Total	288.50 288.50
02/13/2008	86689	COPY RIGHT	cust no 1098	503-8500-526.50-30		2/2008 * Total	585.76 585.76
02/13/2008	86698	DEX MEDIA EAST	cust no 110360619	503-8500-526.50-25		2/2008 * Total	64.00 64.00
02/13/2008	86700	DON PIEHL	inverwood golf course	503-8600-527.60-40		2/2008 * Total	210.22 210.22
02/13/2008	86704	FAST SIGNS	inverwood golf course	503-8100-522.50-50		2/2008 * Total	48.99 48.99
02/13/2008	86709	GEMPLER'S INC.	inverwood golf course	503-8600-527.60-65		2/2008 * Total	49.20 49.20
02/13/2008	86710	GRAINGER	acct no 9543148960	503-8600-527.60-65		2/2008 * Total	210.89 210.89
02/13/2008	86714	HSEC BUSINESS SOLUTIONS	acct 7737040901315458	503-8500-526.60-10		2/2008 * Total	506.99 506.99
02/13/2008	86722	LAWSON PRODUCTS, INC.	cust no 029554785523	503-8600-527.60-12		2/2008 * Total	456.04 456.04
02/13/2008	86723	LEEF SERVICES	acct no 1001094 cust no 1001094 cust no 1001094	503-8600-527.60-45 503-8600-527.60-45 503-8600-527.60-45		2/2008 2/2008 2/2008 * Total	46.96 46.96 52.16 146.08
02/13/2008	86724	MENARDS - WEST ST. PAUL	cust no 30170265	503-8600-527.60-12		2/2008 * Total	99.60 99.60
02/13/2008	86737	MN LIFE INSURANCE CO	policy 0027324 policy 0027324 policy 0027324	503-8000-521.20-62 503-8500-526.20-62 503-8600-527.20-62		2/2008 2/2008 2/2008 * Total	10.37 16.66 39.43 66.46
02/13/2008	86741	MTI DISTRIBUTING CO	cust no 402307 cust no 402307	503-8600-527.40-42 503-8600-527.40-42		2/2008 2/2008	317.28 507.65-
			cust no 402307 cust no 402307 cust no 402307 cust no 402307 cust no 402307	503-8600-527.40-42 503-8600-527.40-42 503-8600-527.40-42 503-8600-527.40-42 503-8600-527.40-42		2/2008 2/2008 2/2008 2/2008 2/2008	107.44 2,796.29 62.17 986.25 487.77

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02/13/2008	86741	MTI DISTRIBUTING CO	cust no 402307	503-8600-527.40-42		2/2008	463.81
			cust no 402307	503-8600-527.40-42		2/2008	510.69
			cust no 402307	503-8600-527.40-42		2/2008	393.26
			cust no 402307	503-8600-527.40-42		2/2008	117.14
			cust no 402307	503-8600-527.40-42		2/2008	377.57
			cust no 402307	503-8600-527.40-42		2/2008	106.97-
					*	Total	6,005.05
02/13/2008	86761	SEVEN CORNERS HARDWARE,	city of inver grove	503-8600-527.60-40		2/2008	208.50
					*	Total	208.50
02/13/2008	86772	VERIZON WIRELESS	acct no 480568913	503-8500-526.50-20		2/2008	8.34
					*	Total	8.34
02/13/2008	86775	XCEL ENERGY	acct no 5158775110	503-8600-527.40-20		2/2008	8.52
					*	Total	8.52
02/13/2008	86776	XCEL ENERGY	acct no 5157543641	503-8500-526.40-10		2/2008	1,016.82
			acct no 5157543641	503-8500-526.40-20		2/2008	362.32
					*	Total	1,379.14
02/13/2008	86777	YOCUM OIL COMPANY, INC.	acct no 506975	503-8600-527.60-21		2/2008	1,497.69
			acct no 506975	503-8600-527.60-21		2/2008	1,361.85
			acct no 506975	503-8600-527.60-21		2/2008	419.71
					*	Total	3,279.25
02/20/2008	86786	AT & T MOBILITY	ACCT NO 871237317	503-8500-526.50-20		2/2008	23.98
					*	Total	23.98
02/20/2008	86792	CHECKPOINT SYSTEMS INC	ACCT NO 2399	503-8500-526.50-55		2/2008	390.00
					*	Total	390.00
02/20/2008	86796	COPY RIGHT	ACCT NO 1098	503-8000-521.50-30		2/2008	2,154.12
					*	Total	2,154.12
02/20/2008	86800	DAKOTA ELECTRIC ASSN	ACCT NO 2013605	503-8600-527.40-20		2/2008	130.46
					*	Total	130.46
02/20/2008	86813	HSBC BUSINESS SOLUTIONS	ACCT NO 700370592065469	503-8600-527.40-42		2/2008	585.74
					*	Total	585.74
02/20/2008	86825	LEEF SERVICES	ACCT NO 1001094	503-8600-527.60-45		2/2008	46.96
					*	Total	46.96
02/20/2008	86830	MGCSA	MEMBER; TIM LAGE	503-8600-527.50-70		2/2008	395.00
					*	Total	395.00
02/20/2008	86840	NAPA OF INVER GROVE HEI	CUST NO 301	503-8600-527.40-42		2/2008	6.43
			CUST NO 301	503-8600-527.60-22		2/2008	8.39
			CUST NO 301	503-8600-527.40-42		2/2008	26.08
					*	Total	40.90
02/20/2008	86841	NARDINI FIRE EQUIPMENT	CUST ID INVGOCLCU	503-8600-527.40-42		2/2008	191.00

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CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
02/20/2008	86870	SOUTH BAY DESIGN	CUST NO INVERWOOD	503-8500-526.50-25		* Total	191.00
02/13/2008	86682	BARIE, KIRSTEN	canceled class	504-0000-347.00-00	R40950	2/2008 * Total	30.00
02/13/2008	86702	EISEN, SARAH	class canceled	504-0000-347.00-00	R41050	2/2008 * Total	30.00
02/13/2008	86708	GARCIA, HEIDI	class canceled	504-0000-347.00-00	R41050	2/2008 * Total	50.00
02/13/2008	86713	HOFFMAN, NORMA	class canceled	504-0000-347.00-00	R30800	2/2008 * Total	50.00
02/13/2008	86719	KAISER, AMY	class canceled	504-0000-347.00-00	R41050	2/2008 * Total	12.00
02/13/2008	86737	MN LIFE INSURANCE CO	policy 0027324	504-6100-452.20-62	R90100	2/2008 * Total	12.00
02/13/2008	86738	MN RECREATION AND PARK	city of inver grove hgts	504-6100-452.50-80	R90100	2/2008 * Total	50.00
02/13/2008	86757	SAM'S CLUB	acct 7715090065702540	504-6100-452.60-09	R50320	2/2008 * Total	50.00
02/13/2008	86759	SCHREIBER, CINDY	class canceled	504-0000-347.00-00	R30800	2/2008 * Total	54.56
02/20/2008	86847	OMEGA SPORTS PRODUCTS	CUST ID IGH PARKS	504-6100-452.60-45	R40180	2/2008	54.56
			CUST ID IGH PARKS	504-6100-452.60-45	R40180	2/2008	30.00
			CUST ID IGH PARKS	504-6100-452.60-45	R40180	2/2008	30.00
			CUST ID IGH PARKS	504-6100-452.60-45	R40180	2/2008	41.90
			CUST ID IGH PARKS	504-6100-452.60-45	R40180	2/2008	41.90
			CUST ID IGH PARKS	504-6100-452.60-45	R40180	2/2008	59.00
			CUST ID IGH PARKS	504-6100-452.60-45	R40180	2/2008	59.00
02/20/2008	86850	PALODICHUK, TIM	CLASS CONFLICT	504-0000-347.00-00	R31000	2/2008 * Total	229.00
02/20/2008	86869	SOUNDS GREAT	CUST NO 132318029	504-6100-452.30-70	R30600	2/2008 * Total	431.75
02/20/2008	86887	YARUSSO BROS.	CITY OF INVER GROVE HGTS	504-6100-452.60-09	R30600	2/2008 * Total	259.05
							604.45
							211.95
							229.00
							229.00
							2,185.45
							29.00
							29.00
							250.00
							250.00
							575.13
							575.13
							3,417.04

29 Checks ** Fund Total 17,699.13

13 Checks ** Fund Total 3,417.04

City of Inver Grove Heights
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Program: GM179L
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CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
02/13/2008	86677	AL'S COFFEE COMPANY	cust 51735	505-6200-453.60-65	C30100	2/2008 * Total	214.01 214.01
02/13/2008	86681	ATHLETIC WORLD ADVERTIS	cust no 701033	505-6200-453.50-25	C91000	2/2008 * Total	399.98 399.98
02/13/2008	86690	CRAWFORD DOOR SALES OF	cust no ve20570	505-6200-453.40-40	C21000	2/2008 * Total	908.00 908.00
02/13/2008	86705	FERRELLGAS	acct no 7757735	505-6200-453.60-21	C21000	2/2008 * Total	747.69 747.69
02/13/2008	86737	MN LIFE INSURANCE CO	policy 0027324	505-6200-453.20-62	C70000	2/2008 * Total	131.79 131.79
02/13/2008	86746	POLAR ELECTRO INC	cust no 143328 cust no 143328 cust no 143328	505-6200-453.76-65 505-6200-453.76-65 505-6200-453.76-65	C70000 C70000 C70000	2/2008 2/2008 2/2008 * Total	107.25 63.44 96.94 267.63
02/13/2008	86747	PRASHAD, LILA	class canceled	505-0000-352.35-00	C51000	2/2008 * Total	49.00 49.00
02/13/2008	86748	PRECISION DATA SYSTEMS	acct no 0307	505-6200-453.60-65	C10100	2/2008 * Total	441.00 441.00
02/13/2008	86753	ROACH, RICK	mileage mileage	505-6200-453.50-65 505-6200-453.60-12	C25000 C25000	2/2008 2/2008 * Total	30.30 40.43 70.73
02/13/2008	86756	SAM'S CLUB	acct 7715090061606950 acct 7715090061606950 acct 7715090061606950 acct 7715090061606950 acct 7715090061606950 acct 7715090061606950 acct 7715090061606950 acct no 7715090061606950	505-6200-453.50-70 505-6200-453.60-11 505-6200-453.60-16 505-6200-453.60-40 505-6200-453.60-65 505-6200-453.76-05 505-6200-453.76-10 505-6200-453.60-65 505-6200-453.76-05	C10000 C21000 C70000 C70000 C16000 C30100 C30100 C15500 C16000	2/2008 2/2008 2/2008 2/2008 2/2008 2/2008 2/2008 2/2008 2/2008 * Total	380.00 115.34 21.02 50.55 51.58 396.32 63.50 17.59 19.74 1,115.64
02/13/2008	86765	SUN NEWSPAPERS	cust no 299836	505-6200-453.50-25	C91000	2/2008 * Total	180.00 180.00
02/13/2008	86779	ZHAIVORNOK, ALYA	mileage	505-6200-453.50-65	C15500	2/2008 * Total	41.20 41.20
02/20/2008	86782	ACE PAINT & HARDWARE	cust no 1126 cust no 1126	505-6200-453.60-40 505-6200-453.60-40	C25000 C21000	2/2008 2/2008 * Total	31.40 17.60 49.00
02/20/2008	86785	APEC	veterans memorial	505-6200-453.60-16	C25000	2/2008 * Total	1,512.47 1,512.47

City of Inver Grove Heights
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Prepared: 02/20/2008, 11:10:29
Program: GMI79L
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CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
02/20/2008	86795	COMCAST	acct no 8772105910277033	505-6200-453.50-70	C10000	2/2008 * Total	74.95 74.95
02/20/2008	86798	CULLIGAN	cust 157011438908 cust 157011438908	505-6200-453.60-16 505-6200-453.60-65	C25000 C10000	2/2008 2/2008 * Total	996.84 59.40 1,056.24
02/20/2008	86804	ELECTRONIC COMM. SYSTEM	cust cit002	505-6200-453.40-40	C25000	2/2008 * Total	1,430.00 1,430.00
02/20/2008	86808	GRAINGER	acct no 806460150 acct no 806460150 acct no 806460150 acct no 806460150 acct no 806460150	505-6200-453.60-16 505-6200-453.60-16 505-6200-453.60-16 505-6200-453.60-11 505-6200-453.60-16	C21000 C21000 C25000 C25000 C25000	2/2008 2/2008 2/2008 2/2008 2/2008 * Total	315.88 577.81 49.27 100.15 63.73 1,056.84
02/20/2008	86811	HILLYARD INC	acct no 267670	505-6200-453.60-11	C21000	2/2008 * Total	1,109.58 1,109.58
02/20/2008	86815	IKON OFFICE SOLUTIONS	acct no 1452531010633	505-6200-453.40-65	C10000	2/2008 * Total	528.24 528.24
02/20/2008	86818	JOHNSON CONTROLS	acct no 1295202 acct no 288129520201	505-6200-453.40-40 505-6200-453.40-40	C25000 C25000	2/2008 2/2008 * Total	585.25 2,634.67 3,219.92
02/20/2008	86839	MSHSL - REGION 3AA	city of inver grove hghts	505-6200-453.70-63	C17500	2/2008 * Total	306.00 306.00
02/20/2008	86844	NEW MECH COMPANIES INC	ACCT NO 7701	505-6200-453.40-40	C21000	2/2008 * Total	1,362.26 1,362.26
02/20/2008	86849	OXYGEN SERVICE COMPANY,	ACCT NO 9684	505-6200-453.60-65	C16000	2/2008 * Total	11.23 11.23
02/20/2008	86852	PETTY CASH	postage silver sneakers pens for guest services	505-6200-453.50-35 505-6200-453.60-65	C10100 C10500	2/2008 2/2008 * Total	4.60 6.56 11.16
02/20/2008	86856	PUSH PEDAL PULL	INVER GROVE HGTS PARKS	505-6200-453.60-40	C70000	2/2008 * Total	28,388.64 28,388.64
02/20/2008	86860	R & R SPECIALTIES OF WI	ACCT NO IGH VETERANS	505-6200-453.40-42	C21000	2/2008 * Total	49.00 49.00
02/20/2008	86862	RECREATION SUPPLY COMPA	ACCT NO M09501	505-6200-453.60-16	C25000	2/2008 * Total	428.13 428.13
02/20/2008	86863	ROACH, RICK	ORIGINAL CK 84248	505-6200-453.50-65	C25000	2/2008 * Total	18.43 18.43
02/20/2008	86877	UNITED LABORATORIES	ACCT NO 55077004	505-6200-453.60-11	C25000	2/2008	499.19

City of Inver Grove Heights
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CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
02/20/2008	86883	XCEL ENERGY	ACCT NO 5168679487	505-6200-453.40-10	C25000	2/2008	26,074.28
			ACCT NO 5168679487	505-6200-453.40-20	C25000	2/2008	23,937.20
						* Total	50,011.48
02/13/2008	86737	MN LIFE INSURANCE CO	policy 0027324	602-2100-415.20-62	** Fund Total	2/2008	95,689.43
						* Total	1.96
						* Total	1.96
02/20/2008	86824	LEAGUE OF MN CITIES INS	CONVENANT 0200037023	602-2100-415.50-09		2/2008	61,123.75
						* Total	61,123.75
02/13/2008	86675	ACE PAINT & HARDWARE	cust 1126	603-5300-444.40-41	** Fund Total	2/2008	61,125.71
						* Total	55.72
						* Total	55.72
02/13/2008	86685	BOYER TRUCKS - PARTS DI	acct no c20390	603-5300-444.40-41		2/2008	100.57
						* Total	100.57
02/13/2008	86687	CARQUEST OF ROSEMOUNT	cust no 614420	603-0000-145.50-00		2/2008	114.01
			cust no 614420	603-5300-444.40-41		2/2008	78.14
			cust no 614420	603-5300-444.40-41		2/2008	19.75
			cust no 614420	603-5300-444.40-41		2/2008	18.62
			cust no 614420	603-5300-444.40-41		2/2008	250.90
			cust no 614420	603-5300-444.40-41		2/2008	9.80
			cust no 614420	603-5300-444.40-41		2/2008	13.93
			cust no 614420	603-5300-444.40-41		2/2008	64.73
			cust no 614420	603-5300-444.40-41		2/2008	5.10
						* Total	574.98
02/13/2008	86720	KREMER SPRING & ALIGNME	acct no city15	603-5300-444.40-41		2/2008	898.65
						* Total	898.65
02/13/2008	86737	MN LIFE INSURANCE CO	policy 0027324	603-5300-444.20-62		2/2008	22.25
						* Total	22.25
02/20/2008	86784	ALLSTATE SALES & LEASIN	cust no 14649	603-5300-444.40-41		2/2008	20.65
						* Total	20.65
02/20/2008	86789	BOYER TRUCKS - PARTS DI	cust no c20390	603-5300-444.40-41		2/2008	585.98
						* Total	585.98
02/20/2008	86803	DEY DISTRIBUTING	acct no 11324	603-5300-444.40-41		2/2008	270.79
						* Total	270.79
02/20/2008	86805	EMERGENCY AUTOMOTIVE TE	inver grove hts fire	603-5300-444.40-41		2/2008	253.26
						* Total	253.26
02/20/2008	86852	PETTY CASH	license tabs	603-5300-444.40-41		2/2008	14.50
						* Total	14.50

City of Inver Grove Heights
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Prepared: 02/20/2008, 11:10:29
Program: GM179L
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CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
02/20/2008	86854	POWERPLAN OIB	acct no 8850470202 acct no 2556007	603-5300-444.40-41 603-5300-444.40-41		2/2008 2/2008 * Total	2,127.20 4,876.56 7,003.76
			11 Checks	** Fund Total			9,801.11
02/13/2008	86688	COORDINATED BUSINESS SY	cust no 4502512	604-2200-416.40-44		2/2008 * Total	52.76 52.76
02/13/2008	86737	MN LIFE INSURANCE CO	policy 0027324	604-2200-416.20-62		2/2008 * Total	.87 .87
02/13/2008	86756	SAM'S CLUB	acct 7715090061606950	604-2200-416.60-10		2/2008 * Total	29.76 29.76
02/20/2008	86846	OFFICE DEPOT	ACCT NO 6011568510088883	604-2200-416.60-10		2/2008 * Total	60.45 60.45
02/20/2008	86855	PRECISION DATA SYSTEMS	CUST NO 0116	604-2200-416.60-10		2/2008 * Total	1,063.30 1,063.30
			5 Checks	** Fund Total			1,207.14
02/13/2008	86684	BKV GROUP, INC.	inver grove heights	605-3100-419.30-70		2/2008 * Total	23,426.49 23,426.49
02/13/2008	86686	BROTHERS MFG	city of inver grove hgts	605-3100-419.60-11		2/2008 * Total	56.48 56.48
02/13/2008	86716	INTEGRA TELECOM	cust no 2129	605-3100-419.40-40		2/2008 * Total	275.10 275.10
02/13/2008	86737	MN LIFE INSURANCE CO	policy 0027324	605-3100-419.20-62		2/2008 * Total	7.41 7.41
02/13/2008	86745	NS/I MECHANICAL CONTRAC	cust no ctyofigh	605-3100-419.40-40		2/2008 * Total	437.00 437.00
02/13/2008	86754	RYCO SUPPLY COMPANY	cust no 1013336	605-3100-419.60-11		2/2008 * Total	116.28 116.28
02/13/2008	86774	XCEL ENERGY	cust no 5142529960 cust no 5142529960	605-3100-419.40-10 605-3100-419.40-20		2/2008 2/2008 * Total	3,374.56 2,858.59 6,233.15
02/13/2008	86778	ZEE MEDICAL SERVICE	acct no 701	605-3100-419.60-65		2/2008 * Total	102.02 102.02
02/20/2008	86845	NS/I MECHANICAL CONTRAC	cust no ctyofigh	605-3100-419.40-40		2/2008 * Total	1,485.94 1,485.94
			9 Checks	** Fund Total			32,139.87

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
02/13/2008	86676	ADVANCED TECHNOLOGY SYS	acct cityinver	606-1400-413.60-10		2/2008 * Total	1,390.80 1,390.80
02/13/2008	86697	DELL MARKETING	acct 019368783	606-1400-413.80-61		2/2008 2/2008	2,384.53 2,315.22
			acct 019368783	606-1400-413.80-61		* Total	4,699.75
02/13/2008	86737	MN LIFE INSURANCE CO	policy 0027324	606-1400-413.20-62		2/2008 * Total	14.06 14.06
02/13/2008	86744	NORTH AMERICAN SYSTEMS	acct no 14991	606-1400-413.60-41		2/2008 * Total	1,647.50 1,647.50
02/13/2008	86763	SOVRAN	cust no city002	606-1400-413.60-65		2/2008 * Total	383.40 383.40
					** Fund Total		8,135.51
02/13/2008	86680	ARAMARK REFRESHMENT SER	cust 39398	702-0000-228.65-00		2/2008 * Total	108.65 108.65
02/13/2008	86691	CULLIGAN	cust no 157984732428	702-0000-228.63-00		2/2008 * Total	26.29 26.29
02/20/2008	86827	LEVANDER, GILLEN & MILL	client 81000e	702-0000-228.69-00		2/2008	469.00
			client 81000e	702-0000-229.35-00		2/2008	433.60
			client 81000e	702-0000-229.62-00		2/2008	88.00
			client 81000e	702-0000-230.25-00		2/2008 * Total	2,138.30 3,128.90
					** Fund Total		3,263.84
02/13/2008	86737	MN LIFE INSURANCE CO	policy 0027324	703-5500-446.20-62		2/2008 * Total	2.36 2.36
02/20/2008	86827	LEVANDER, GILLEN & MILL	client 81000e	703-5500-446.30-42		2/2008 * Total	2,019.40 2,019.40
					** Fund Total		2,021.76
					247 Checks *** Bank Total		503,554.63
					247 Checks *** Grand Total		503,554.63

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Establish 2008-09 Ice Rates for the VMCC

Meeting Date: February 25, 2008
Item Type: Consent Agenda
Contact: Eric Carlson – 651.450.2587
Prepared by: Eric Carlson
Reviewed by: Eric Carlson – Parks & Recreation

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

PURPOSE/ACTION REQUESTED

Adopt the 2008-09 VMCC ice rates as presented.

SUMMARY

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

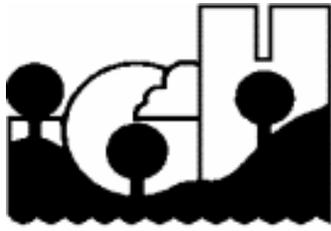
The City and School District entered into a lease for the use of the VMCC in May of 1995. The lease requires the School District to pay the City a sum of \$100,000 annually for the construction of the VMCC over a 20-year period resulting in a contribution of \$2,000,000. Additionally, the lease outlines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

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

The CCAC met on Monday, February 4th and reviewed the ice rate market data as follows. The PRAC reviewed the issue at their February 13, 2008 meeting and is recommending approval.

Attached you will find the recommendation of staff, CCAC and the PRAC who reviewed and approved this information at their February meeting.

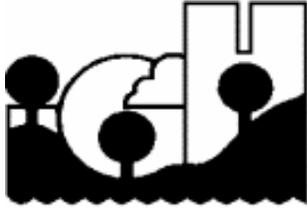
The recommended rates are attached as is the market study for ice rates as required by the lease.



2008-09 VMCC Ice Rates

	Monday – Friday		Saturday & Sunday	
	Prime	Non Prime	Prime	Non Prime
	3:00pm – 9:59pm	Before 3:00pm and after 10pm	7:00am – 8:59pm	Before 7:00am and after 9:00pm
September 1, 2008 – March 15, 2009	\$185	\$130	\$185	\$130
	Monday – Friday		Saturday & Sunday	
	Prime	Non Prime	Prime	Non Prime
	5:00pm – 8:59pm	Before 5:00pm and after 9:00pm	9:00am – 7:59pm	Before 9:00am and after 8:00pm
March 16, 2008 – August 31, 2008	\$145	\$116	\$145	\$116
2008 Private Lessons*	\$70	\$65	\$70	\$65
ISD 199 Gym Class Rate	\$70			

* = Certain restrictions apply to availability, reservations, and terms of usage.



City of Inver Grove Heights
Veteran's Memorial Community Center

2008
Ice Rate Study

Arena	2007 Prime	2007 Non- Prime	2008 Prime	2008 Non- Prime
Cottage Grove	\$170	\$101	\$200	\$115
Eagan	\$160	\$112	\$180	\$112
Lakeville	\$192	\$152	\$200	\$145
Rosemount	\$165	\$125	\$175	\$125
South St Paul	\$170	\$145	\$180	\$145
West St Paul	\$165	NA	\$170	NA
Edina	\$160	\$110	\$170	\$120
Burnsville	\$170	\$125	\$190	\$140
Minnetonka	\$160	NA	\$170	NA
Parade (Minneapolis)	\$160	\$140	\$165	\$145
Average	\$167	\$126	\$180	\$131
Maximum Market Rate 5% greater than average	\$175	\$132	\$189	\$137
Current VMCC Rate	\$175	\$132		
Proposed VMCC Rate			\$185	\$130

Notes:

- Lease allows our rate to be below market, at market, but no more than 5% above market.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider 2008 Tree Replacement Plan

Meeting Date: February 25, 2008
 Item Type: Consent Agenda
 Contact: Eric Carlson – 651.450.2587
 Prepared by: Eric Carlson
 Reviewed by: Eric Carlson – Parks & Recreation
 Mark Borgwardt – Parks
 Brian Swoboda - Forestry

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 of the 2008 Tree Replacement Plan

SUMMARY

The Council approved the Tree Preservation Mitigation Fund and Tree Replacement Plan Policy in early 2003 (see attached). The purpose of the policy is to provide criteria for the expenditure of funds in the City of Inver Grove Heights Tree Protection and Preservation Fund. The policy provides for expenditures of up to 50% of the fund in any given year. The current balance in the Tree Protection and Preservation Mitigation Fund (Fund 443) is approximately \$84,962 (50% = \$42,481).

The following is the recommended 2008 expenditures:

Item	Description	Amount
Harmon Reserve	Plant tree seedlings	\$1,000
City Property	Tree/Shrub planting	\$6,000
Salem Hills Tree Nursery	Purchase approximately 110 bare root trees	\$2,000
Tree Spading	Spade approximately 20 trees in city property	\$3,000
Tree Mulch	Purchase mulch for young trees	\$2,500
Diseased Tree Removal	Removal of diseased trees on public property	\$6,500
Total		\$21,000

While the policy allows for the expenditure of up to 50% of the fund balance, we don't expect a lot of development activity in 2008 based on the economy. The PRAC reviewed this issue on February 13, 2008 and is recommending approval.

POLICY

TREE PRESERVATION MITIGATION FUND

TREE REPLACEMENT PLAN

PURPOSE AND INTENT OF POLICY

The purpose of this policy is to provide criteria for the expenditure of funds in the City of Inver Grove Heights Tree Protection and Preservation Fund. The intent is the enhancement of the city's forest resource.

POLICY

Funds may be used as follows:

1. Reforestation Program

The Reforestation Program includes the purchase and planting of trees on public land including, but not limited to city parks, city golf course, city nursery, storm sewer retention ponds, open space and limited road right-of-way such as Cahill Ave. between Upper 55th St. and 80th St. with community-wide significance. Costs may include tree purchase, planting, and a maintenance period (i.e. irrigation, tree staking, fertilization, pruning, etc.) until the tree(s) becomes established.

2. Special Needs

In the event of a natural disaster or other identifiable special need, funds may be contributed to other city sponsored reforestation programs.

CONTINUANCE OF POLICY

This policy shall apply only to funds received specifically from Tree Protection and Preservation Mitigation Fund (Code 515.90 Subd 28) from applications to the City. At no time may the fund deplete by more than 50%, or to less than \$10,000 in any given year, without the express consent of the City Council.

RESPONSIBILITY

The Director of Parks and Recreation and the City Administrator shall have primary responsibility for the implementation and coordination of this policy per Code 515.90 Subd 28. An annual tree replacement plan, prepared by Parks Division, will be submitted for Park and Recreation Advisory Commission review and City Council approval.

Approved by the Inver Grove Heights City Council 2/10/03

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

ATTORNEYS AT LAW

ROGER C. MILLER
TIMOTHY J. KUNTZ
DANIEL J. BEESON
*KENNETH J. ROHLF
oSTEPHEN H. FOCHLER
oJAY P. KARLOVICH
ANGELA M. LUTZ AMANN
*KORINE L. LAND
ANN C. O'REILLY
o*DONALD L. HOEFT
DARCY M. ERICKSON
DAVID S. KENDALL
JEROME M. PORTER
BRIDGET McCAULEY NASON

HAROLD LEVANDER
1910-1992

ARTHUR GILLEN
1919-2005

*ALSO ADMITTED IN WISCONSIN
oALSO ADMITTED IN NORTH DAKOTA
oALSO ADMITTED IN MASSACHUSETTS
oALSO ADMITTED IN OKLAHOMA

MEMO

TO: Mayor and City Councilmembers
FROM: Timothy J. Kuntz, City Attorney
DATE: February 25, 2008
RE: Agreement with State of Minnesota allowing access to MNCIS

Section 1. Background. The State of Minnesota will be going "live" in Dakota County with Minnesota Court Information Systems ("MNCIS"), a government records database that contains public and nonpublic court records. Access to the nonpublic court records are critical in prosecution, as it allows the prosecuting authority an opportunity to discern if a defendant has had any other relevant criminal matters in the State, which may assist in determining the level of offense, the appropriate disposition in the current matter, or in obtaining criminal reports from other jurisdictions to be used in the current proceeding. While the BCA provides criminal histories on defendants, if a defendant is not fingerprinted and booked, that defendant will not be entered into the BCA's system. MNCIS, however, is an all-encompassing records management system for all court records in the State.

Another advantage to having direct access to MNCIS is that since it is a tracking system for the City's open criminal files, it will allow the prosecuting authority the ability to follow its own files. Surprisingly, the court does not always provide notice of all court hearings and the prosecutor does not see all defendants. Being able to access MNCIS will allow the prosecutor the ability to find out what happened in court on all of its cases.

Section 2. Council Authority With Respect to Personnel Matters. Because the State is granting access to public and nonpublic data, the State requires the local government agency to enter into an agreement outlining the terms and conditions of the access. Attached are the agreements associated with the access.

Section 3. Requested Action. The Council is asked to consider the benefits of the MNCIS access and to consider passage of the Resolution approving an agreement with the State of Minnesota allowing access to MNCIS.

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

RESOLUTION NO. _____

**A RESOLUTION APPROVING AN AGREEMENT WITH THE STATE OF
MINNESOTA ALLOWING ACCESS TO MNCIS**

WHEREAS, the State of Minnesota (“the State”) has a state-wide court records database, Minnesota Court Information Systems (“MNCIS”) that contains public and nonpublic court records; and

WHEREAS, the State will allow local government agencies access to the public and nonpublic court records contained in MNCIS for prosecution purposes if the local government agency enters into certain access and nondisclosure agreements;

WHEREAS, such access to public and nonpublic court records is critical to the success of prosecuting criminal matters in the City.

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

- 1.) The terms and conditions of the Agreements with the State of Minnesota for access to MNCIS are approved and adopted in substantially final form.
- 2.) The Mayor and the Acting City Manager are authorized and directed to sign the Agreements and any other documents required to effectuate the Agreements in the name and on behalf of the City.

Passed this 25th day of February, 2008.

George Tourville, Mayor

Attest:

Melissa Rheaume, Deputy Clerk

MASTER NONDISCLOSURE AGREEMENT FOR MNCIS GOVERNMENT LOGIN ACCOUNTS

THIS AGREEMENT is entered into by and between the STATE OF MINNESOTA,
First Judicial District, Minnesota

(Judicial District OR Office of State Court Administration)

of 1560 W. Highway 55, Hastings, Minnesota, 55033

(Address)

(hereinafter "the State") and

City of Inver Grove Heights, Minnesota

(Agency Name)

of 8150 Barbara Avenue, Inver Grove Heights, Minnesota 55077

(Agency Address)

(hereinafter "Subscriber").

Recitals

Subscriber desires to subscribe to one or more login accounts to the Minnesota Court Information System offered by the State to assist the Subscriber in the efficient performance of its duties as required by law and court rules. These login accounts provide access to electronic case record information of the Minnesota District Courts, which may include information that is not accessible to the public and that may not be disclosed without the prior approval of the appropriate court or record custodian, and the State is willing to submit a request to the appropriate court or record custodian for disclosure of the information pursuant to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, promises and agreements contained herein, the State and Subscriber agree as follows:

1. TERM; TERMINATION; ONGOING OBLIGATIONS. This Agreement shall be effective on the date executed by the State and shall remain in effect according to its terms. Either party may terminate this Agreement with or without cause by giving written notice to the other party. The effective date of the termination shall be thirty days after the other party's receipt of the notice of termination, unless a later date is specified in the notice. The provisions of sections 5 through 9 and 16 through 25 shall survive any termination of this Agreement. Upon termination, the Subscriber shall perform the responsibilities set forth in paragraph 7(f) hereof.

2. DEFINITIONS.

a. "MNCIS" means the Minnesota Court Information System maintained by the State.

b. "Records" means all information in any form made available by the State and/or its affiliates to Subscriber for the purposes of carrying out this Agreement.

c. **“MNCIS Government Login Accounts”** means a digital login account created for and provided to the Subscriber for access to MNCIS Records

d. **“MNCIS Databases”** means any databases, and the data therein, used as a source for MNCIS Government Login Accounts together with any documentation related thereto, including, without limitation, descriptions of the format or contents of data.

e. **“MNCIS Programs”** means any computer application programs, including without limitation case management display screens, used to provide access through MNCIS Government Login Accounts, together with any documentation related thereto.

f. **“Policies & Notices”** means the policies and notices published by the State and/or its affiliates on a website or other location designated by the State and/or its affiliates referring to this and similar agreements, as the same may be amended from time to time by the State and/or its affiliates. The Policies & Notices provide additional terms and conditions that govern Subscriber’s use of MNCIS Government Login Accounts, including but not limited to access and use limitations and identification of various third party applications such as MPA and Odyssey Assistant that Subscriber may need to procure or install to use MNCIS Government Login Accounts, and are made part of this Agreement by reference.

g. **“Request Form”** means the form as substantially set forth in Exhibit A, which is attached to and made part of this Agreement, describing MNCIS Login Account offerings and corresponding Records to be accessible under each offering, as the same may be amended from time to time by the State.

h. **“DCA”** means the District Court Administrator pursuant to Minnesota Statutes, section 485.01.

i. **“SCAO”** shall mean the State of Minnesota, State Court Administrator’s Office.

j. **“State Confidential Information”** means any information in the Records that is inaccessible to the public pursuant to the Rules of Public Access to Records of the Judicial Branch promulgated by the Minnesota Supreme Court, as the same may be amended from time to time, including but not limited to, passwords for gaining access to MNCIS, MNCIS user manuals, MNCIS Programs, MNCIS Databases, and information identified as inaccessible to the public by Minnesota Statute, Minnesota court rules, federal law, and court order, including as provided in the table entitled Limits on Public Access to Case Records, dated 7/13/05, which by this reference is made a part of this Agreement. The State and/or the SCAO may provide or publish updated tables from time to time, and these updated tables shall become a part of this Agreement. It is the obligation of user to check from time to time for updated tables and be familiar with the contents thereof.

k. **“This Agreement”** means this Master Nondisclosure Agreement for MNCIS Government Login Accounts including all Exhibits, Policies & Notices, and Request Forms attached to, or submitted or issued hereunder.

l. **“trade secret information of SCAO and its licensors”** is defined in sections 7a., 7.b., and 7.d. of this Agreement.

3. REQUESTS FOR MNCIS GOVERNMENT LOGIN ACCOUNTS. Subscriber may sign and submit one or more separate requests for MNCIS Government Login Accounts on the Request Form. Request Forms approved and signed by the State are adopted and incorporated herein by this reference the same as if set forth verbatim herein.

a. Requests for public, non-confidential information. If the Subscriber has requested access to Records that are public and that do not include State Confidential Information, promptly following the approval date of the corresponding Request Form or the effective date of this Agreement whichever is latest, the State shall create and provide to Subscriber a MNCIS Government Login Account in accordance with applicable Policies & Notices.

b. Requests for State Confidential Information Not Authorized by Court Rule. If the Subscriber has requested a MNCIS Government Login Account that transmits State Confidential Information, promptly following the effective date of this Agreement the State shall submit a request to the appropriate court or record custodian for disclosure of State Confidential Records pursuant to the terms and conditions set forth in this Agreement. If the court or record custodian approves the request, or if a pre-existing court order or court rule authorizes Subscriber's request, the State shall activate the requested MNCIS Government Login Account and the corresponding transmission of the Records to the Subscriber in accordance with such order or rule and applicable Policies & Notices.

4. SCOPE OF ACCESS LIMITED. Subscriber's access to the Records shall be limited to Records that are identified in approved Request Forms, and Subscriber shall attempt to access such information only according to the instructions provided by the State in Policies & Notices or other materials provided and only as necessary to assist Subscriber in the efficient performance of Subscriber's duties required by law in connection with any civil, criminal, administrative, or arbitral proceeding in any Federal, State, or local court or agency or before any self-regulatory body. Subscriber's access to the Records for personal or non-official use is prohibited. Subscriber will not use or attempt to use MNCIS in any manner not set forth in this Agreement, the Policies & Notices, or other MNCIS documentation, and upon any such use or attempted use the State may immediately terminate this Agreement without prior notice to Subscriber.

5. GUARANTEES OF CONFIDENTIALITY. Subscriber agrees:

a. To not disclose State Confidential Information to any third party except where necessary to carry out the Subscriber's duties as required by law in connection with any civil, criminal, administrative, or arbitral proceeding in any Federal, State, or local court or agency or before any self-regulatory body.

b. To take all appropriate action, whether by instruction, agreement, or otherwise, to insure the protection, confidentiality and security of State Confidential Information and to satisfy Subscriber's obligations under this Agreement.

c. To limit the use of and access to State Confidential Information to Subscriber's bona fide personnel whose use or access is necessary to effect the purposes of this Agreement, and shall advise each individual who is permitted use of and/or access to any State Confidential Information of the restrictions upon disclosure and use contained in this Agreement, and shall require each individual who is permitted use of and/or access to

State Confidential Information to acknowledge in writing that the individual has read and understands such restrictions. For purposes of this Agreement, Subscriber's bona fide personnel shall mean individuals who are employees of, provide services on a voluntary basis for, or act as independent contractors with, the Subscriber.

d. That, without limiting paragraph 1 of this Agreement, the obligations of Subscriber and its bona fide personnel with respect to the confidentiality and security of State Confidential Information shall survive the termination of this Agreement and the termination of their personnel relationship with Subscriber.

e. That, notwithstanding any federal or state law applicable to the nondisclosure obligations of Subscriber and Subscriber's bona fide personnel under this Agreement, such obligations of Subscriber and Subscriber's bona fide personnel are founded independently on the provisions of this Agreement.

6. APPLICABILITY TO CONFIDENTIAL INFORMATION PREVIOUSLY DISCLOSED TO USER. Subscriber acknowledges and agrees that all State Confidential Information disclosed to Subscriber prior to the effective date of this Agreement shall be subject to the provisions of this Agreement.

7. LICENSE AND PROTECTION OF PROPRIETARY RIGHTS. During the term of this Agreement, subject to the terms and conditions hereof, the State, with the permission of the State of Minnesota, State Court Administrator's Office ("SCAO") hereby grants to Subscriber a nonexclusive, nontransferable, limited license to use the MNCIS Programs to access the Records. SCAO and the State reserve the right to make modifications to the MNCIS Programs and MNCIS Databases, and related materials without notice to Subscriber. These modifications shall be treated in all respects as their previous counterparts.

a. **MNCIS Programs.** SCAO is the copyright owner and licensor of the MNCIS Programs. The combination of ideas, procedures, processes, systems, logic, coherence and methods of operation embodied within the MNCIS Programs, and all information contained in documentation pertaining to the MNCIS Programs, including but not limited to manuals, user documentation, and passwords, are trade secret information of SCAO and its licensors.

b. **MNCIS Databases.** SCAO is the copyright owner and licensor of the MNCIS Databases and of all copyrightable aspects and components thereof. All specifications and information pertaining to the MNCIS Databases and their structure, sequence and organization are trade secret information of SCAO and its licensors.

c. **Marks.** Subscriber shall neither have nor claim any right, title, or interest in or use of any trademark used in connection with MNCIS, including but not limited to the marks "MNCIS" and "Odyssey."

d. **Restrictions on Duplication, Disclosure, and Use.** Trade secret information of SCAO and its licensors will be treated by Subscriber in the same manner as State Confidential Information. In addition, Subscriber will not copy any part of the MNCIS Programs or MNCIS Databases, or reverse engineer or otherwise attempt to discern the source code of the MNCIS Programs, or use any trademark of SCAO or its licensors, in any way or for any purpose not specifically and expressly authorized by this

Agreement. As used herein, "trade secret information of SCAO and its licensors" means any information possessed by SCAO which derives independent economic value from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use. "Trade secret information of SCAO and its licensors" does not, however, include information which was known to Subscriber prior to Subscriber's receipt thereof, either directly or indirectly, from SCAO or its licensors, information which is independently developed by Subscriber without reference to or use of information received from SCAO or its licensors, or information which would not qualify as a trade secret under Minnesota law. It will not be a violation of this section d for Subscriber to make up to one copy of online training materials and screen images for each individual authorized to access MNCIS, solely for its own use in connection with this Agreement. Subscriber will take all steps reasonably necessary to protect the copyright, trade secret, and trademark rights of SCAO and its licensors and Subscriber will advise its bona fide personnel who are permitted access to any of the MNCIS Programs, MNCIS Databases, and trade secret information of SCAO and its licensors, of the restrictions upon duplication, disclosure and use contained in this Agreement.

e. Proprietary Notices. Subscriber will not remove any copyright or proprietary notices included in and/or on the MNCIS Programs, MNCIS Databases, or trade secret information of SCAO and its licensors, or any part thereof, made available by SCAO or the State, and Subscriber will include in and/or on any copy of the MNCIS Programs, MNCIS Databases, or trade secret information of SCAO and its licensors and any documents pertaining thereto, the same copyright and other proprietary notices as appear on the copies made available to Subscriber by SCAO or the State, except that copyright notices shall be updated and other proprietary notices added as may be appropriate.

f. Title; Return. The MNCIS Programs, MNCIS Databases, and related documentation, including but not limited to training material and login account information and passwords, made available by the State and SCAO to Subscriber hereunder, and all copies, including partial copies, thereof are and remain the property of the respective licensor. Within ten days of the effective date of termination of this Agreement, Subscriber shall either: (1) return any and all copies of the MNCIS Programs, MNCIS Databases, and related documentation, including but not limited to training materials and logon account information; or (2) destroy the same and certify in writing to the State that the same have been destroyed.

8. INJUNCTIVE RELIEF; LIABILITY. Subscriber acknowledges that the State, SCAO, SCAO'S licensors, and DCA will be irreparably harmed if Subscriber's obligations under this Agreement are not specifically enforced and that the State, SCAO, SCAO'S licensors, and DCA would not have an adequate remedy at law in the event of an actual or threatened violation by Subscriber of its obligations. Therefore, Subscriber agrees that the State, SCAO, SCAO'S licensors, and DCA shall be entitled to an injunction or any appropriate decree of specific performance for any actual or threatened violations or breaches by Subscriber or its bona fide personnel without the necessity of the State, SCAO, SCAO'S licensors, or DCA showing actual damages or that monetary damages would not afford an adequate remedy. Unless Subscriber is an office, officer, agency, department, division, or bureau of the state of Minnesota or United States Government, Subscriber shall be liable to the State, SCAO, SCAO'S licensors, and DCA for

reasonable attorneys fees incurred by the State, SCAO, SCAO'S licensors, and DCA in obtaining any relief pursuant to this Agreement.

9. INDEMNIFICATION. Subscriber and the State agree that, except as otherwise expressly provided herein, each party will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of any others and the results thereof. Liability shall be governed by applicable law. Without limiting the foregoing, liability of the State and any Subscriber that is an office, officer, agency, department, division, or bureau of the state of Minnesota shall be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes, section 3.376, and other applicable law. Without limiting the foregoing, if Subscriber is a political subdivision of the state of Minnesota, liability of the Subscriber shall be governed by the provisions of Minn. Stat. Ch. 466 (Tort Liability, Political Subdivisions) or other applicable law. Without limiting the foregoing, if the Subscriber is an office, officer, agency, department, division, or bureau of the United States Government, the liability of the Subscriber with respect to any claim for personal injury, death, property loss or damage pursuant to this Agreement, shall be limited by and subject to the procedures and terms of the Federal Tort Claims Act and the Anti-deficiency Act and all other applicable Federal Laws and regulations.

10. SECURITY, LOGON ID'S, PASSWORDS. Promptly following approval of the request pursuant to section 3 of this Agreement, the State will provide user with information on how to login to MNCIS, including but not limited to login ID(s), password(s) and technical connection information. Rules and requirements with respect to security and activation passwords are set forth in the Policies & Notices. Subscriber will not violate or attempt to violate such Policies & Notices, and upon any such violations or attempted violations the State may immediately terminate this Agreement without prior notice to Subscriber.

11. AVAILABILITY. Specific terms of availability shall be established by the State and set forth in the Policies & Notices. The State reserves the right to terminate this Agreement immediately and/or temporarily suspend the Subscriber's access in the event the capacity of any host computer system or legislative appropriation of funds is determined solely by the State to be insufficient to meet the computer needs of the courts served by the host computer system. Monthly fees, if any, shall be prorated only for periods of suspension or upon termination of this Agreement.

12. ACKNOWLEDGMENT BY INDIVIDUALS WITH ACCESS TO RECORDS THROUGH MNCIS. To effect the purposes of this agreement, Subscriber shall advise each individual who is permitted use and/or access to Records through MNCIS of the requirements and restrictions in this agreement and shall require each individual to acknowledge in writing that the individual has read and understands such requirements and restrictions. Subscriber shall keep such acknowledgements on file for one year following termination of this agreement and shall provide the State with access to, and copies of, such acknowledgments upon request.

13. ADDITIONAL USER OBLIGATIONS. The obligations of the Subscriber set forth in this section are in addition to the other obligations of the Subscriber set forth elsewhere in this Agreement.

a. **Judicial Policy Statement.** Subscriber agrees to comply with all policies identified in the Policies & Notices. Upon failure of the Subscriber to comply with such policies, the State shall have the option of immediately suspending the Subscriber's access on a temporary basis and/or immediately terminating this Agreement.

b. **Access and Use; Log.** Subscriber shall be responsible for all access to and use of Records through MNCIS by Subscriber's bona fide personnel or by means of Subscriber's equipment or passwords, whether or not Subscriber has knowledge of or authorizes such access and use. Subscriber shall also maintain a log identifying all persons to whom Subscriber has disclosed its login ID(s) and password(s), including the date of such disclosure. Subscriber shall maintain such logs for a period of one year following termination of this agreement, and shall provide the State with access to, and copies of, such logs upon request. The State may conduct audits of Subscriber's logs and use of Records accessed through MNCIS from time to time. Upon Subscriber's failure to maintain such logs, to maintain accurate logs, or to promptly provide access by the State to such logs, the State may terminate this Agreement without prior notice to Subscriber.

c. **Personnel.** Subscriber agrees to investigate, at the request of the State, all allegations of misconduct pertaining to Subscriber's bona fide personnel having access to Records through MNCIS, State Confidential Information, or trade secret information of the SCAO and its licensors where such persons violate the provisions of this Agreement, Policies & Notices, or other security requirements or laws regulating access to the Records.

14. FEES; INVOICES. Unless the Subscriber is an office, officer, department, division, agency, or bureau of the state of Minnesota, Subscriber shall pay the fees, if any, set forth in the Policies & Notices, together with applicable sales, use or other taxes. Applicable monthly fees commence ten (10) days after notice of approval of the request pursuant to section 2 of this Agreement or upon the initial Subscriber transaction as defined in the Policies & Notices, whichever occurs earlier. When fees apply, the State shall invoice Subscriber on a monthly basis for charges incurred in the preceding month and applicable taxes, if any, and payment of all amounts shall be due upon receipt of invoice, except that if Subscriber is a court or division of the United States Federal Judiciary taxes do not apply. If all amounts are not paid within 30 days of the date of the invoice, the State may immediately cancel this Agreement without notice to Subscriber and pursue all available legal remedies. Subscriber certifies that funds have been appropriated for the payment of charges under this Agreement for the current fiscal year, if applicable.

15. MODIFICATION OF FEES. SCAO may modify the fees by amending the Policies & Notices as provided herein, and the modified fees shall be effective on the date specified in the Policies & Notices, which shall not be less than thirty days from the publication of the Policies & Notices. Subscriber shall have the option of accepting such changes or terminating this Agreement as provided in paragraph 1 hereof.

16. WARRANTY DISCLAIMERS.

a. **WARRANTY EXCLUSIONS.** EXCEPT AS SPECIFICALLY AND EXPRESSLY PROVIDED HEREIN, STATE, SCAO, SCAO'S LICENSORS, AND

DCA MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY, NOR ARE ANY WARRANTIES TO BE IMPLIED, WITH RESPECT TO THE INFORMATION, SERVICES OR COMPUTER PROGRAMS MADE AVAILABLE UNDER THIS AGREEMENT.

b. ACCURACY AND COMPLETENESS OF INFORMATION. WITHOUT LIMITING THE GENERALITY OF THE PRECEDING PARAGRAPH, STATE, SCAO, SCAO'S LICENSORS, AND DCA MAKE NO WARRANTIES AS TO THE ACCURACY OR COMPLETENESS OF THE INFORMATION CONTAINED IN THE RECORDS.

17. RELATIONSHIP OF THE PARTIES. Subscriber is an independent contractor and shall not be deemed for any purpose to be an employee, partner, agent or franchisee of the State, SCAO, SCAO'S licensors, or DCA. Neither Subscriber nor the State, SCAO, SCAO'S licensors, or DCA shall have the right nor the authority to assume, create or incur any liability or obligation of any kind, express or implied, against or in the name of or on behalf of the other.

18. NOTICE. Except as provided in section 2 regarding notices of or modifications to MNCIS, Policies & Notices, and the Request Form, and in sections 14 and 15 regarding notices of or modification of fees, any notice to State or Subscriber hereunder shall be deemed to have been received when personally delivered in writing or seventy-two (72) hours after it has been deposited in the United States mail, first class, proper postage prepaid, addressed to the party to whom it is intended at the address set forth on page one of this Agreement or at such other address of which notice has been given in accordance herewith.

19. NON-WAIVER. The failure by either party at any time to enforce any of the provisions of this Agreement or any right or remedy available hereunder or at law or in equity, or to exercise any option herein provided, shall not constitute a waiver of such provision, remedy or option or in any way affect the validity of this Agreement. The waiver of any default by either Party shall not be deemed a continuing waiver, but shall apply solely to the instance to which such waiver is directed.

20. FORCE MAJEURE. Neither party shall be responsible for failure or delay in the performance of their respective obligations hereunder caused by acts beyond their reasonable control.

21. SEVERABILITY. Every provision of this Agreement shall be construed, to the extent possible, so as to be valid and enforceable. If any provision of this Agreement so construed is held by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, such provision shall be deemed severed from this Agreement, and all other provisions shall remain in full force and effect.

22. ASSIGNMENT AND BINDING EFFECT. Except as otherwise expressly permitted herein, neither Party may assign, delegate and/or otherwise transfer this Agreement or any of its rights or obligations hereunder without the prior written consent of the other. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns, including any corporation or other legal entity into, by or with which

Subscriber may be merged, acquired or consolidated or which may purchase the entire assets of Subscriber.

23. GOVERNING LAW. This Agreement shall in all respects be governed by and interpreted, construed and enforced in accordance with the laws of the United States and of the State of Minnesota.

24. VENUE AND JURISDICTION. Any action arising out of or relating to this Agreement, its performance, enforcement or breach will be venued in a state or federal court situated within the State of Minnesota. Subscriber hereby irrevocably consents and submits itself to the personal jurisdiction of said courts for that purpose.

25. INTEGRATION. This Agreement sets forth the entire Agreement and understanding between the Parties regarding the subject matter hereof and supersedes any prior representations, statements, proposals, negotiations, discussions, understandings, or agreements regarding the same subject matter. Except as otherwise expressly provided in section 2 regarding MNCIS, Policies & Notices, and the Request Form, and in sections 14 & 15 regarding fees, any amendments or modifications to this Agreement shall be in writing signed by both Parties.

IN WITNESS WHEREOF, the Parties have, by their duly authorized officers, executed this Agreement in duplicate, intending to be bound thereby.

1. SUBSCRIBER

2. The State

By _____
(SIGNATURE)

By _____
(SIGNATURE)

Date _____

Date _____

Name (typed) George Tourville

Name typed) _____

Title Mayor

Title _____

Office City of Inver Grove Heights

Office _____

By _____

Date _____

Name Melissa Rheaume

Title Deputy City Clerk

Office City of Inver Grove Heights

MASTER NONDISCLOSURE AGREEMENT FOR MNCIS GOVERNMENT LOGIN ACCOUNTS

THIS AGREEMENT is entered into by and between the STATE OF MINNESOTA,
First Judicial District, Minnesota _____ ,
(Judicial District OR Office of State Court Administration)
of 1560 W. Highway 55, Hastings, Minnesota, 55033 _____ ,
(Address)
(hereinafter "the State") and
City of Inver Grove Heights, Minnesota _____ ,
(Agency Name)
of 8150 Barbara Avenue, Inver Grove Heights, Minnesota 55077 _____ ,
(Agency Address)
(hereinafter "Subscriber").

Recitals

Subscriber desires to subscribe to one or more login accounts to the Minnesota Court Information System offered by the State to assist the Subscriber in the efficient performance of its duties as required by law and court rules. These login accounts provide access to electronic case record information of the Minnesota District Courts, which may include information that is not accessible to the public and that may not be disclosed without the prior approval of the appropriate court or record custodian, and the State is willing to submit a request to the appropriate court or record custodian for disclosure of the information pursuant to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, promises and agreements contained herein, the State and Subscriber agree as follows:

1. **TERM; TERMINATION; ONGOING OBLIGATIONS.** This Agreement shall be effective on the date executed by the State and shall remain in effect according to its terms. Either party may terminate this Agreement with or without cause by giving written notice to the other party. The effective date of the termination shall be thirty days after the other party's receipt of the notice of termination, unless a later date is specified in the notice. The provisions of sections 5 through 9 and 16 through 25 shall survive any termination of this Agreement. Upon termination, the Subscriber shall perform the responsibilities set forth in paragraph 7(f) hereof.

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b. "Records" means all information in any form made available by the State and/or its affiliates to Subscriber for the purposes of carrying out this Agreement.

c. **"MNCIS Government Login Accounts"** means a digital login account created for and provided to the Subscriber for access to MNCIS Records

d. **"MNCIS Databases"** means any databases, and the data therein, used as a source for MNCIS Government Login Accounts together with any documentation related thereto, including, without limitation, descriptions of the format or contents of data.

e. **"MNCIS Programs"** means any computer application programs, including without limitation case management display screens, used to provide access through MNCIS Government Login Accounts, together with any documentation related thereto.

f. **"Policies & Notices"** means the policies and notices published by the State and/or its affiliates on a website or other location designated by the State and/or its affiliates referring to this and similar agreements, as the same may be amended from time to time by the State and/or its affiliates. The Policies & Notices provide additional terms and conditions that govern Subscriber's use of MNCIS Government Login Accounts, including but not limited to access and use limitations and identification of various third party applications such as MPA and Odyssey Assistant that Subscriber may need to procure or install to use MNCIS Government Login Accounts, and are made part of this Agreement by reference.

g. **"Request Form"** means the form as substantially set forth in Exhibit A, which is attached to and made part of this Agreement, describing MNCIS Login Account offerings and corresponding Records to be accessible under each offering, as the same may be amended from time to time by the State.

h. **"DCA"** means the District Court Administrator pursuant to Minnesota Statutes, section 485.01.

i. **"SCAO"** shall mean the State of Minnesota, State Court Administrator's Office.

j. **"State Confidential Information"** means any information in the Records that is inaccessible to the public pursuant to the Rules of Public Access to Records of the Judicial Branch promulgated by the Minnesota Supreme Court, as the same may be amended from time to time, including but not limited to, passwords for gaining access to MNCIS, MNCIS user manuals, MNCIS Programs, MNCIS Databases, and information identified as inaccessible to the public by Minnesota Statute, Minnesota court rules, federal law, and court order, including as provided in the table entitled Limits on Public Access to Case Records, dated 7/13/05, which by this reference is made a part of this Agreement. The State and/or the SCAO may provide or publish updated tables from time to time, and these updated tables shall become a part of this Agreement. It is the obligation of user to check from time to time for updated tables and be familiar with the contents thereof.

k. **"This Agreement"** means this Master Nondisclosure Agreement for MNCIS Government Login Accounts including all Exhibits, Policies & Notices, and Request Forms attached to, or submitted or issued hereunder.

l. **"trade secret information of SCAO and its licensors"** is defined in sections 7a., 7.b., and 7.d. of this Agreement.

3. REQUESTS FOR MNCIS GOVERNMENT LOGIN ACCOUNTS. Subscriber may sign and submit one or more separate requests for MNCIS Government Login Accounts on the Request Form. Request Forms approved and signed by the State are adopted and incorporated herein by this reference the same as if set forth verbatim herein.

a. Requests for public, non-confidential information. If the Subscriber has requested access to Records that are public and that do not include State Confidential Information, promptly following the approval date of the corresponding Request Form or the effective date of this Agreement whichever is latest, the State shall create and provide to Subscriber a MNCIS Government Login Account in accordance with applicable Policies & Notices.

b. Requests for State Confidential Information Not Authorized by Court Rule. If the Subscriber has requested a MNCIS Government Login Account that transmits State Confidential Information, promptly following the effective date of this Agreement the State shall submit a request to the appropriate court or record custodian for disclosure of State Confidential Records pursuant to the terms and conditions set forth in this Agreement. If the court or record custodian approves the request, or if a pre-existing court order or court rule authorizes Subscriber's request, the State shall activate the requested MNCIS Government Login Account and the corresponding transmission of the Records to the Subscriber in accordance with such order or rule and applicable Policies & Notices.

4. SCOPE OF ACCESS LIMITED. Subscriber's access to the Records shall be limited to Records that are identified in approved Request Forms, and Subscriber shall attempt to access such information only according to the instructions provided by the State in Policies & Notices or other materials provided and only as necessary to assist Subscriber in the efficient performance of Subscriber's duties required by law in connection with any civil, criminal, administrative, or arbitral proceeding in any Federal, State, or local court or agency or before any self-regulatory body. Subscriber's access to the Records for personal or non-official use is prohibited. Subscriber will not use or attempt to use MNCIS in any manner not set forth in this Agreement, the Policies & Notices, or other MNCIS documentation, and upon any such use or attempted use the State may immediately terminate this Agreement without prior notice to Subscriber.

5. GUARANTEES OF CONFIDENTIALITY. Subscriber agrees:

a. To not disclose State Confidential Information to any third party except where necessary to carry out the Subscriber's duties as required by law in connection with any civil, criminal, administrative, or arbitral proceeding in any Federal, State, or local court or agency or before any self-regulatory body.

b. To take all appropriate action, whether by instruction, agreement, or otherwise, to insure the protection, confidentiality and security of State Confidential Information and to satisfy Subscriber's obligations under this Agreement.

c. To limit the use of and access to State Confidential Information to Subscriber's bona fide personnel whose use or access is necessary to effect the purposes of this Agreement, and shall advise each individual who is permitted use of and/or access to any State Confidential Information of the restrictions upon disclosure and use contained in this Agreement, and shall require each individual who is permitted use of and/or access to

State Confidential Information to acknowledge in writing that the individual has read and understands such restrictions. For purposes of this Agreement, Subscriber's bona fide personnel shall mean individuals who are employees of, provide services on a voluntary basis for, or act as independent contractors with, the Subscriber.

d. That, without limiting paragraph 1 of this Agreement, the obligations of Subscriber and its bona fide personnel with respect to the confidentiality and security of State Confidential Information shall survive the termination of this Agreement and the termination of their personnel relationship with Subscriber.

e. That, notwithstanding any federal or state law applicable to the nondisclosure obligations of Subscriber and Subscriber's bona fide personnel under this Agreement, such obligations of Subscriber and Subscriber's bona fide personnel are founded independently on the provisions of this Agreement.

6. APPLICABILITY TO CONFIDENTIAL INFORMATION PREVIOUSLY DISCLOSED TO USER. Subscriber acknowledges and agrees that all State Confidential Information disclosed to Subscriber prior to the effective date of this Agreement shall be subject to the provisions of this Agreement.

7. LICENSE AND PROTECTION OF PROPRIETARY RIGHTS. During the term of this Agreement, subject to the terms and conditions hereof, the State, with the permission of the State of Minnesota, State Court Administrator's Office ("SCAO") hereby grants to Subscriber a nonexclusive, nontransferable, limited license to use the MNCIS Programs to access the Records. SCAO and the State reserve the right to make modifications to the MNCIS Programs and MNCIS Databases, and related materials without notice to Subscriber. These modifications shall be treated in all respects as their previous counterparts.

a. **MNCIS Programs.** SCAO is the copyright owner and licensor of the MNCIS Programs. The combination of ideas, procedures, processes, systems, logic, coherence and methods of operation embodied within the MNCIS Programs, and all information contained in documentation pertaining to the MNCIS Programs, including but not limited to manuals, user documentation, and passwords, are trade secret information of SCAO and its licensors.

b. **MNCIS Databases.** SCAO is the copyright owner and licensor of the MNCIS Databases and of all copyrightable aspects and components thereof. All specifications and information pertaining to the MNCIS Databases and their structure, sequence and organization are trade secret information of SCAO and its licensors.

c. **Marks.** Subscriber shall neither have nor claim any right, title, or interest in or use of any trademark used in connection with MNCIS, including but not limited to the marks "MNCIS" and "Odyssey."

d. **Restrictions on Duplication, Disclosure, and Use.** Trade secret information of SCAO and its licensors will be treated by Subscriber in the same manner as State Confidential Information. In addition, Subscriber will not copy any part of the MNCIS Programs or MNCIS Databases, or reverse engineer or otherwise attempt to discern the source code of the MNCIS Programs, or use any trademark of SCAO or its licensors, in any way or for any purpose not specifically and expressly authorized by this

Agreement. As used herein, "trade secret information of SCAO and its licensors" means any information possessed by SCAO which derives independent economic value from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use. "Trade secret information of SCAO and its licensors" does not, however, include information which was known to Subscriber prior to Subscriber's receipt thereof, either directly or indirectly, from SCAO or its licensors, information which is independently developed by Subscriber without reference to or use of information received from SCAO or its licensors, or information which would not qualify as a trade secret under Minnesota law. It will not be a violation of this section d for Subscriber to make up to one copy of online training materials and screen images for each individual authorized to access MNCIS, solely for its own use in connection with this Agreement. Subscriber will take all steps reasonably necessary to protect the copyright, trade secret, and trademark rights of SCAO and its licensors and Subscriber will advise its bona fide personnel who are permitted access to any of the MNCIS Programs, MNCIS Databases, and trade secret information of SCAO and its licensors, of the restrictions upon duplication, disclosure and use contained in this Agreement.

e. Proprietary Notices. Subscriber will not remove any copyright or proprietary notices included in and/or on the MNCIS Programs, MNCIS Databases, or trade secret information of SCAO and its licensors, or any part thereof, made available by SCAO or the State, and Subscriber will include in and/or on any copy of the MNCIS Programs, MNCIS Databases, or trade secret information of SCAO and its licensors and any documents pertaining thereto, the same copyright and other proprietary notices as appear on the copies made available to Subscriber by SCAO or the State, except that copyright notices shall be updated and other proprietary notices added as may be appropriate.

f. Title; Return. The MNCIS Programs, MNCIS Databases, and related documentation, including but not limited to training material and login account information and passwords, made available by the State and SCAO to Subscriber hereunder, and all copies, including partial copies, thereof are and remain the property of the respective licensor. Within ten days of the effective date of termination of this Agreement, Subscriber shall either: (1) return any and all copies of the MNCIS Programs, MNCIS Databases, and related documentation, including but not limited to training materials and logon account information; or (2) destroy the same and certify in writing to the State that the same have been destroyed.

8. INJUNCTIVE RELIEF; LIABILITY. Subscriber acknowledges that the State, SCAO, SCAO'S licensors, and DCA will be irreparably harmed if Subscriber's obligations under this Agreement are not specifically enforced and that the State, SCAO, SCAO'S licensors, and DCA would not have an adequate remedy at law in the event of an actual or threatened violation by Subscriber of its obligations. Therefore, Subscriber agrees that the State, SCAO, SCAO'S licensors, and DCA shall be entitled to an injunction or any appropriate decree of specific performance for any actual or threatened violations or breaches by Subscriber or its bona fide personnel without the necessity of the State, SCAO, SCAO'S licensors, or DCA showing actual damages or that monetary damages would not afford an adequate remedy. Unless Subscriber is an office, officer, agency, department, division, or bureau of the state of Minnesota or United States Government, Subscriber shall be liable to the State, SCAO, SCAO'S licensors, and DCA for

reasonable attorneys fees incurred by the State, SCAO, SCAO'S licensors, and DCA in obtaining any relief pursuant to this Agreement.

9. INDEMNIFICATION. Subscriber and the State agree that, except as otherwise expressly provided herein, each party will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of any others and the results thereof. Liability shall be governed by applicable law. Without limiting the foregoing, liability of the State and any Subscriber that is an office, officer, agency, department, division, or bureau of the state of Minnesota shall be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes, section 3.376, and other applicable law. Without limiting the foregoing, if Subscriber is a political subdivision of the state of Minnesota, liability of the Subscriber shall be governed by the provisions of Minn. Stat. Ch. 466 (Tort Liability, Political Subdivisions) or other applicable law. Without limiting the foregoing, if the Subscriber is an office, officer, agency, department, division, or bureau of the United States Government, the liability of the Subscriber with respect to any claim for personal injury, death, property loss or damage pursuant to this Agreement, shall be limited by and subject to the procedures and terms of the Federal Tort Claims Act and the Anti-deficiency Act and all other applicable Federal Laws and regulations.

10. SECURITY, LOGON ID'S, PASSWORDS. Promptly following approval of the request pursuant to section 3 of this Agreement, the State will provide user with information on how to login to MNCIS, including but not limited to login ID(s), password(s) and technical connection information. Rules and requirements with respect to security and activation passwords are set forth in the Policies & Notices. Subscriber will not violate or attempt to violate such Policies & Notices, and upon any such violations or attempted violations the State may immediately terminate this Agreement without prior notice to Subscriber.

11. AVAILABILITY. Specific terms of availability shall be established by the State and set forth in the Policies & Notices. The State reserves the right to terminate this Agreement immediately and/or temporarily suspend the Subscriber's access in the event the capacity of any host computer system or legislative appropriation of funds is determined solely by the State to be insufficient to meet the computer needs of the courts served by the host computer system. Monthly fees, if any, shall be prorated only for periods of suspension or upon termination of this Agreement.

12. ACKNOWLEDGMENT BY INDIVIDUALS WITH ACCESS TO RECORDS THROUGH MNCIS. To effect the purposes of this agreement, Subscriber shall advise each individual who is permitted use and/or access to Records through MNCIS of the requirements and restrictions in this agreement and shall require each individual to acknowledge in writing that the individual has read and understands such requirements and restrictions. Subscriber shall keep such acknowledgements on file for one year following termination of this agreement and shall provide the State with access to, and copies of, such acknowledgments upon request.

13. ADDITIONAL USER OBLIGATIONS. The obligations of the Subscriber set forth in this section are in addition to the other obligations of the Subscriber set forth elsewhere in this Agreement.

a. Judicial Policy Statement. Subscriber agrees to comply with all policies identified in the Policies & Notices. Upon failure of the Subscriber to comply with such policies, the State shall have the option of immediately suspending the Subscriber's access on a temporary basis and/or immediately terminating this Agreement.

b. Access and Use; Log. Subscriber shall be responsible for all access to and use of Records through MNCIS by Subscriber's bona fide personnel or by means of Subscriber's equipment or passwords, whether or not Subscriber has knowledge of or authorizes such access and use. Subscriber shall also maintain a log identifying all persons to whom Subscriber has disclosed its login ID(s) and password(s), including the date of such disclosure. Subscriber shall maintain such logs for a period of one year following termination of this agreement, and shall provide the State with access to, and copies of, such logs upon request. The State may conduct audits of Subscriber's logs and use of Records accessed through MNCIS from time to time. Upon Subscriber's failure to maintain such logs, to maintain accurate logs, or to promptly provide access by the State to such logs, the State may terminate this Agreement without prior notice to Subscriber.

c. Personnel. Subscriber agrees to investigate, at the request of the State, all allegations of misconduct pertaining to Subscriber's bona fide personnel having access to Records through MNCIS, State Confidential Information, or trade secret information of the SCAO and its licensors where such persons violate the provisions of this Agreement, Policies & Notices, or other security requirements or laws regulating access to the Records.

14. FEES; INVOICES. Unless the Subscriber is an office, officer, department, division, agency, or bureau of the state of Minnesota, Subscriber shall pay the fees, if any, set forth in the Policies & Notices, together with applicable sales, use or other taxes. Applicable monthly fees commence ten (10) days after notice of approval of the request pursuant to section 2 of this Agreement or upon the initial Subscriber transaction as defined in the Policies & Notices, whichever occurs earlier. When fees apply, the State shall invoice Subscriber on a monthly basis for charges incurred in the preceding month and applicable taxes, if any, and payment of all amounts shall be due upon receipt of invoice, except that if Subscriber is a court or division of the United States Federal Judiciary taxes do not apply. If all amounts are not paid within 30 days of the date of the invoice, the State may immediately cancel this Agreement without notice to Subscriber and pursue all available legal remedies. Subscriber certifies that funds have been appropriated for the payment of charges under this Agreement for the current fiscal year, if applicable.

15. MODIFICATION OF FEES. SCAO may modify the fees by amending the Policies & Notices as provided herein, and the modified fees shall be effective on the date specified in the Policies & Notices, which shall not be less than thirty days from the publication of the Policies & Notices. Subscriber shall have the option of accepting such changes or terminating this Agreement as provided in paragraph 1 hereof.

16. WARRANTY DISCLAIMERS.

a. WARRANTY EXCLUSIONS. EXCEPT AS SPECIFICALLY AND EXPRESSLY PROVIDED HEREIN, STATE, SCAO, SCAO'S LICENSORS, AND

DCA MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY, NOR ARE ANY WARRANTIES TO BE IMPLIED, WITH RESPECT TO THE INFORMATION, SERVICES OR COMPUTER PROGRAMS MADE AVAILABLE UNDER THIS AGREEMENT.

b. ACCURACY AND COMPLETENESS OF INFORMATION. WITHOUT LIMITING THE GENERALITY OF THE PRECEDING PARAGRAPH, STATE, SCAO, SCAO'S LICENSORS, AND DCA MAKE NO WARRANTIES AS TO THE ACCURACY OR COMPLETENESS OF THE INFORMATION CONTAINED IN THE RECORDS.

17. RELATIONSHIP OF THE PARTIES. Subscriber is an independent contractor and shall not be deemed for any purpose to be an employee, partner, agent or franchisee of the State, SCAO, SCAO'S licensors, or DCA. Neither Subscriber nor the State, SCAO, SCAO'S licensors, or DCA shall have the right nor the authority to assume, create or incur any liability or obligation of any kind, express or implied, against or in the name of or on behalf of the other.

18. NOTICE. Except as provided in section 2 regarding notices of or modifications to MNCIS, Policies & Notices, and the Request Form, and in sections 14 and 15 regarding notices of or modification of fees, any notice to State or Subscriber hereunder shall be deemed to have been received when personally delivered in writing or seventy-two (72) hours after it has been deposited in the United States mail, first class, proper postage prepaid, addressed to the party to whom it is intended at the address set forth on page one of this Agreement or at such other address of which notice has been given in accordance herewith.

19. NON-WAIVER. The failure by either party at any time to enforce any of the provisions of this Agreement or any right or remedy available hereunder or at law or in equity, or to exercise any option herein provided, shall not constitute a waiver of such provision, remedy or option or in any way affect the validity of this Agreement. The waiver of any default by either Party shall not be deemed a continuing waiver, but shall apply solely to the instance to which such waiver is directed.

20. FORCE MAJEURE. Neither party shall be responsible for failure or delay in the performance of their respective obligations hereunder caused by acts beyond their reasonable control.

21. SEVERABILITY. Every provision of this Agreement shall be construed, to the extent possible, so as to be valid and enforceable. If any provision of this Agreement so construed is held by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, such provision shall be deemed severed from this Agreement, and all other provisions shall remain in full force and effect.

22. ASSIGNMENT AND BINDING EFFECT. Except as otherwise expressly permitted herein, neither Party may assign, delegate and/or otherwise transfer this Agreement or any of its rights or obligations hereunder without the prior written consent of the other. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns, including any corporation or other legal entity into, by or with which

Subscriber may be merged, acquired or consolidated or which may purchase the entire assets of Subscriber.

23. GOVERNING LAW. This Agreement shall in all respects be governed by and interpreted, construed and enforced in accordance with the laws of the United States and of the State of Minnesota.

24. VENUE AND JURISDICTION. Any action arising out of or relating to this Agreement, its performance, enforcement or breach will be venued in a state or federal court situated within the State of Minnesota. Subscriber hereby irrevocably consents and submits itself to the personal jurisdiction of said courts for that purpose.

25. INTEGRATION. This Agreement sets forth the entire Agreement and understanding between the Parties regarding the subject matter hereof and supersedes any prior representations, statements, proposals, negotiations, discussions, understandings, or agreements regarding the same subject matter. Except as otherwise expressly provided in section 2 regarding MNCIS, Policies & Notices, and the Request Form, and in sections 14 & 15 regarding fees, any amendments or modifications to this Agreement shall be in writing signed by both Parties.

IN WITNESS WHEREOF, the Parties have, by their duly authorized officers, executed this Agreement in duplicate, intending to be bound thereby.

1. SUBSCRIBER

2. The State

By _____
(SIGNATURE)

By _____
(SIGNATURE)

Date _____

Date _____

Name (typed) George Tourville

Name typed) _____

Title Mayor

Title _____

Office City of Inver Grove Heights

Office _____

By _____

Date _____

Name Melissa Rheaume

Title Deputy City Clerk

Office City of Inver Grove Heights

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Meeting Date: February 25, 2008
Item Type: Consent
Contact: 651.450.2513
Prepared by: Melissa Rheaume
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: Schedule a public hearing on March 10, 2008 to consider approval of the transfer of a On-Sale Intoxicating Liquor License to Applebee’s Restaurants North, LLC, the new corporate ownership of Applebee’s Restaurant.

SUMMARY: The current Applebee’s restaurant is in the process of being sold to a new corporate owner which necessitates the transfer of the On Sale Intoxicating Liquor License, pending Council approval. A public hearing is required for consideration of the transfer request.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

PERSONNEL ACTIONS

Meeting Date: February 25, 2008
Item Type: Consent
Contact: Jenelle Teppen, Asst. City Admin
Prepared by: Amy Brinkman, H.R. Coordinator
Reviewed by: n/a

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

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

Please confirm the seasonal/temporary employment of: Peter Meier

2/23/08

SETTLEMENT AGREEMENT
Inverwood Business Park LLC and United Properties
v. City of Inver Grove Heights

This Settlement Agreement (hereinafter the Agreement) is entered into by and between the following parties: Inverwood Business Park LLC and United Properties, LLC (hereinafter individually and collectively the Plaintiffs) and the City of Inver Grove Heights (hereinafter the City), as of the final execution date set out below:

WHEREAS, the Plaintiffs own real property described on the attached *Exhibit A* (hereinafter the Property) in the City on which they proposed to build an office warehouse project consisting of five (5) buildings (hereinafter the Project); and

WHEREAS, the Plaintiffs initiated the above captioned action against the City claiming that the City's denial of its application on November 13, 2007 for rezoning from Agricultural (A) to Industrial Office Park/PUD, preliminary plat for a three lot subdivision and Planned Unit Development (hereinafter the Application) approval was unlawful and is asking that the Dakota County District Court reverse the City's decision by Writ of Mandamus and/or injunction and awarding them damages; and

WHEREAS, the City maintains that its actions were lawful, should not be overturned by the Court and that the Plaintiffs are not entitled to damages; and

WHEREAS, during the consideration of the Plaintiffs' Application by the City, concern was raised with respect to semi-truck and other traffic that might impact surrounding properties and the intersection of Barnes Avenue and Courthouse Boulevard Court (hereinafter the Intersection); and

WHEREAS, the Plaintiffs are willing to undertake certain modifications to their Application to address traffic concerns by modifying their site plan with respect to access to the Project, particularly with regard to truck access; with the modified access depicted on the amended site plan attached hereto as *Exhibit B* (hereinafter the Site Plan), make other limitations on semi truck access to the Project and agrees to pay for further study of the impact of their development and potential upgrading of the Intersection, in addition to agreeing and performing all of the conditions set forth in Resolution 07-226, as modified by this Agreement, which was considered but not adopted by the City Council on November 13, 2007 (hereinafter Resolution); and

WHEREAS, the City is willing to consider the modifications to the Site Plan and the additional traffic study as amendments to the Application, along with a renewal of the Plaintiffs request for vacation of 40 feet of unused right of way, rezoning and for a land alteration permit (hereinafter collectively known as the Amended Application); and

WHEREAS, the City has already held extensive hearings on the Application and the Plaintiffs application for a street vacation and for a land alteration permit; and

WHEREAS, the City has determined that there is no change in the proposed vacation and land alteration permit application and that only minor changes in the subdivision and PUD are being requested, and consistent with the law and City past practice and policy, no further public hearings are required to consider the Amended Application being proposed by the Plaintiffs; and

WHEREAS, the parties desire to resolve the foregoing litigation by considering the Amended Application and agree that if the City approves the Amended Application that the Plaintiffs will dismiss the above captioned lawsuit with prejudice and that the parties shall execute a mutual release of claims.

NOW, THEREFORE, the parties hereby agree as follows:

1. Incorporation. The foregoing recitals are hereby incorporated and made a part of this Agreement.
2. Application. The Plaintiffs hereby submits to the City for its consideration as an amendment to its Application the Amended Application.
3. Approval Conditions. In the event the City approves the Amended Application, the Plaintiffs agrees that it will construct the Project in accordance with the Site Plan and the conditions set forth in the resolution attached hereto as **Exhibit C**.
4. Binding Effect and Warranty. This Agreement shall be binding on the parties hereto, and their successors and assigns and shall be binding upon and run with the Property. The Plaintiffs hereby represent and warrant that they have the authority to enter into this Agreement and make it binding on themselves, their successors and assigns and to bind the real estate. The parties agree to cooperate and execute all necessary documents to provide for the recording of this Agreement in Dakota County.
5. Dismissal. In the event that the City approves the Amended Application, the Plaintiffs shall execute the dismissal attached hereto as **Exhibit D** and the Release of Claims attached hereto as **Exhibit E**.
6. No Approval by City. In the event the City does not approve the Amended Application by February 26, 2008, the Plaintiffs Amended Application shall be considered withdrawn and the Plaintiffs may not bring any action of any kind or description against the City for its failure to approve the Amended Application or for any claimed breach of this Settlement Agreement. In that event, the City shall answer the Complaint and Petition for Writ of Mandamus in the above lawsuit no later than February 29, 2008.

7. Settlement. This Agreement and all discussions, documents and other material related to it, are considered communications in connection with settlement and pursuant to Rule 408 of the Rules of Evidence are not admissible for any purpose in the foregoing litigation.
8. No Admission. No action by either party with respect to this Agreement shall be considered to be an admission of liability or fault in the above captioned lawsuit.
9. No Waiver. The City by entering into this Agreement is not waiving any ordinance or other regulations that may apply to the Property, the Project or its development and Inverwood agrees to comply with all applicable ordinances and regulations in the development and use of the Property and the City agrees to apply any such ordinances and regulations to the Project in good faith.
10. Acknowledgment. Each party has carefully read this Agreement and has consulted with legal counsel of its own choosing and acknowledges that this Agreement has been negotiated by the parties through their respective legal counsel.
11. Entire Agreement. This Agreement contains the entire agreement of the parties pertaining to the matters set forth herein.
12. Applicable Law. This Agreement shall be construed and interpreted under the laws of the State of Minnesota.

Dated: _____, 2008

Inverwood Business Park LLC

By: _____

Its: _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2008, by _____, the _____ of Inverwood Business Park, LLC, on behalf of said Inverwood Business Park, LLC .

NOTARY PUBLIC

Dated: _____, 2008.

CITY OF INVER GROVE HEIGHTS

BY: _____

George Tourville

ITS: Mayor

STATE OF MINNESOTA)

) ss.

COUNTY OF DAKOTA)

The foregoing instrument was acknowledged before me this ____ day of _____, 2008, by George Tourville and _____, the Mayor and Clerk respectively of the City of Inver Grove Heights.

NOTARY PUBLIC

Gary A. Van Cleve (#156310)
Larkin Hoffman Daly & Lindgren, Ltd.
1500 Wells Fargo Plaza
7900 Xerxes Avenue South
Bloomington, MN 55431-1194

Dated: _____, 2008.

George C. Hoff (#45846)
Hoff, Barry & Kozar, P.A.
775 Prairie Center Drive
160 Flagship Corporate Center
Eden Prairie, MN 55344

2/23/08

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

RESOLUTION NO. _____

**A RESOLUTION APPROVING A PRELIMINARY PLAT AND PRELIMINARY PUD
DEVELOPMENT PLAN FOR A THREE (3) LOT SUBDIVISION AND A FIVE (5) BUILDING
470,620 SQUARE FOOT OFFICE/WAREHOUSE DEVELOPMENT**

**CASE NO. 07-33PUD
(United Properties)**

WHEREAS, a preliminary plat and preliminary PUD development plan application has been submitted to the City for property by Inverwood Business Park, LLC (hereinafter the Developer and/or Owner) legally described as;

**SEE EXHIBIT A
(hereinafter the Property)**

WHEREAS, the City Council adopted Ordinance #1150 on May 29, 2007 that enacted regulations for a new zoning district entitled Industrial Office Park District;

WHEREAS, the Developer/Owner has made application as the developer of the proposed project and the owner of the Property;

WHEREAS, the subject property shall be governed by and the uses allowed shall be consistent with the Industrial Office Park District zoning regulations;

WHEREAS, a public hearing concerning the preliminary plat and preliminary PUD development plan was held before the Inver Grove Heights Planning Commission in accordance with Minnesota Statutes, Section 462.357, Subdivision 3 on August 21 and September 18, 2007;

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS THAT, the Preliminary Plat and Preliminary PUD development plan for a three (3) lot and a five (5) building 470,620 square foot office/warehouse development is hereby approved subject to the following conditions:

1. The final plat and accompanying site plans shall substantially conform with the Preliminary Site Plan attached to this Resolution (hereafter Site Plan), subject to the approval of the Plans set forth below, modifications thereto and plans listed below to be filed(**), by the City's Engineering and Planning Departments to assure compliance and consistency with the Site Plan and applicable City and other regulations and ordinances, and all subject to modifications as set forth by the conditions in this Resolution.

Preliminary Plat	dated 9/6/07
Preliminary Overall Civil Site Plan	dated **
Preliminary Civil Site Plan (West)	dated **
Preliminary Civil Site Plan (East)	dated **
Preliminary Grading and Drainage Plan	dated 9/6/07
Preliminary Grading and Drainage Plan (West)	dated 9/6/07
Preliminary Grading and Drainage Plan (East)	dated 9/6/07
Preliminary Overall Utility Plan	dated 9/6/07
Preliminary Utility Plan (West)	dated 9/6/07
Preliminary Utility Plan (East)	dated 9/6/07
Preliminary Landscape Plan	dated 9/6/07
Preliminary Landscape Plan (West)	dated 9/6/07
Preliminary Landscape Plan (East)	dated 9/6/07
Preliminary Tree Inventory and Preservation Plan	dated 9/6/07
Stormwater Pollution Prevention Plan	dated 9/6/07
Survey of Right-of-way Vacation	dated 4/23/07
Building Elevations	dated 6/18/07

2. Lots 1 and 3 shown on the preliminary plat shall be outlots on the final plat.
3. Prior to final plat and plan approval, the final grading, drainage and erosion control, and utility plans shall be approved by the Director of Public Works.
4. Drainage and utility easements shall be provided on the final plat as required by the Director of Public Works.
5. The ownership of all of the natural area/open space shall be privately owned by the property owner.
6. The City may install a pedestrian/biking trail along the south-side of Courthouse Boulevard Court (hereinafter Trail Improvement) within one year of the issuance of certificates of occupancy for the first 200,000 square feet of the Project. The location, size and design of the Trail Improvement shall be within the discretion of the City. In the event such Trail Improvement is installed, the Developer agrees that the cost of the Trail Improvement shall be specially assessed against the Property in equal installments over 10 years. The interest shall be the rate then being charged by the City for similar assessment projects at the time of assessment against the Property. The Developer shall sign, or cause to be signed, all necessary documents presented by the City to waive its rights to a hearing and appeal or any other challenge to the assessments, either as to amount or the assessment process, in substantially the form attached

hereto as Exhibit B. For purposes of waiver of its rights to appeal and pursuant to Minn. Stat. § 462.3531, the estimated cost of the Trail Improvements shall be no greater than \$ 175,000.

7. All rooftop equipment shall be completely screened from view from the public streets. Screening materials shall be compatible with the building's overall design. If the mechanical equipment is found to be visible after construction, the applicant shall provide screening subject to City approval.
8. Park dedication shall consist of a cash contribution in the amount of the rates in effect at the time the final plat is approved.
9. All parking lot and building lighting on site shall be a down cast "shoe-box" style and the bulb shall not be visible from property lines. The design of the fixtures shall be subject to further staff review prior to final plan approval.
10. All plans shall be subject to the review and approval of the Fire Marshal.
11. The approval of the preliminary Plat is subject to the review and comment from MnDOT.
12. The utility plans shall be modified to reflect; 1) the location of the western trunk water main crossing under Hwy 55 being shifted to the east, 2) the trunk water main traversing the development being brought out to Courthouse Boulevard Court (most likely at the west driveway), 3) the trunk sanitary sewer traversing the development being brought out to Courthouse Boulevard Court (most likely at the west driveway).
13. The preliminary plans shall be modified to address all four (4) issues listed in the Emmons and Olivier report dated September 13, 2007.
14. Prior to execution of the plat by the City and prior to recording of the plat with the County, the Owner shall execute a Storm Water Facilities Maintenance Agreement with the City whereby the Owner of Lots 1-3, Block 1 shall be responsible for the maintenance of storm water improvements on such lots and other lots on the south-side of Courthouse Boulevard Court used for wetland mitigation, storm water or water retention purpose.

The Agreement shall provide that the following storm water improvements shall be maintained by the following entities; in instances where the City is not responsible for maintenance of the storm water improvements, the City shall nonetheless have the right to repair, maintain and replace the improvements if the responsible party does not

fulfill its responsibility and the City shall have the right to charge the costs to the responsible party and impose the charges on the property if the responsible party fails to pay the costs.

Type of Storm Water Improvement	Location of Storm Water Improvement	Responsible Party
Regional Basins	East and West ends	City of IGH
Infiltration/ Bio-retention Basins	Throughout Project	Landowner/Developer
Wetland Mitigation	Throughout Project	Landowner/Developer
Rain Gardens	Throughout Project	Landowner/Developer

15. Prior to execution of the plat by the City and prior to recording of the plat with the County, the Owner shall execute a Boulevard Maintenance Agreement with the City whereby the owner of Lots 1-3, Block 1 shall be responsible for the maintenance of boulevard improvements on such lots; the City shall nonetheless have the right to repair, maintain and replace the improvements if the responsible party does not fulfill its responsibility and the City shall have the right to charge the costs to the responsible party and impose the charges on the property if the responsible party fails to pay the costs.

16. Prior to execution of the plat by the City and prior to recording of the plat with the County, the Owner shall execute a Conservation and Open Space Easement over portions of Lots 1-3, Block 1. The easement shall provide that the area must be retained in a natural and scenic state with no removal of vegetation and no mowing of the vegetation except to the extent identified in the easement. The vegetation management practices, such as vegetation removal and vegetation mowing, shall be subject to approval of the City’s Planning Department before the final plat. The easement shall be in favor of the City and enforceable by the City. Implementation of the vegetation management plan shall be the responsibility of landowner. In instances where the City is not responsible for maintenance, the City shall nonetheless have the right to maintain the Conservation and Open Space Easement if the responsible party does not fulfill its responsibility and the City shall have the right to charge the costs to the responsible party and impose the charges on identified property in the plat if the responsible party fails to pay the costs.

17. Prior to execution of the plat by the City and prior to recording of the plat with the County, the Developer must pay the City the following plat connection fees:

IGH Code Provision	Type of Fee	Amount of Fee
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1010.03, Subd. 5	Plat Connection Fee Water Utility System	\$ 48,292.40
1010.03, Subd. 6	Plat Connection Fee Sanitary Sewer Utility System	\$ 73,743.80
1010.03, Subd. 7	Plat Connection Fee Storm Water Sewer Utility System	\$ 357,036.45

In the Development Contract, the Developer and Owner shall acknowledge that at the time the building permits are obtained additional connection fees for the water utility system and sanitary sewer utility system are due and owing.

18. In the Development Contract, the Developer and Owner shall agree that the following elements of the Planned Unit Development shall not be altered, changed or removed without first obtaining the following consents:

Site Plan Element	Consent Required By
Building Location	City Council
Driveways and Private Roads	City Council
Landscaping	Planning Department
Location of Utilities	Engineering Department
Location of Conservation Easement and Open Space	City Council
Parking Areas	City Council

19. The Developer and Owner shall execute an Acknowledgement of Planned Unit Development Zoning. This Acknowledgement shall state that property within the plat is subject to the approved PUD plans and PUD zoning and that the development on the property must conform to the PUD plans and PUD zoning. This Acknowledgement shall be recorded when the plat is recorded.
20. The Developer and Owner shall enter into a Development Contract with the City. The form of Development Contract shall substantially comply with the model Development Contract which is part of the Administrative Code, taking into account the particular requirements of the Planned Unit Development plans.
21. The Development Contract shall provide that parking lots associated with specific buildings are completed before a Certificate of Occupancy is issued.
22. The following documents shall be recorded when the plat is recorded:

- Development Contract;
 - Storm Water Facilities Maintenance Agreement;
 - Conservation Open Space Easement; and
 - Acknowledgement of PUD Zoning.
 - Waivers of Assessment Appeals
23. The City is in the process of planning or constructing sanitary sewer and water trunk lines to provide trunk service for the platted area. The Developer is responsible for constructing the lateral lines and the service lines. The Development Contract shall provide that the Developer and Owner release and hold the City harmless from any claim resulting from the delay in completing construction of the City trunk utility lines.
24. At least 33 parking stalls shall be required to be constructed of pervious pavement based on 620 parking stalls being constructed. The balance of the 121 proof of parking stalls are required to be constructed of pervious pavement.
25. The landscape plan shall be modified to relocate the boulevard row of trees to meet the required five foot setback from the front property line.
26. Right turn lanes shall be constructed for all three entries into the site from Courthouse Boulevard Court. The City shall construct the right turn lanes as a special assessment project and shall use its best efforts to complete the work in 2008 and shall assess 100% of the cost to the Property and the Owner. The Developer and Owner shall waive its rights to appeal from the assessment by signing, or causing to be signed, all necessary documents as presented by the City to waive its rights to hearing and appeal or in any manner challenge the assessments, either as to amount or the assessment process, in substantially the form attached hereto as Exhibit B. Four purposes of the waiver of the rights to appeal pursuant to the requirements of Minn. Stat. 462.3531, the estimated cost of the project shall be the cost of the Feasibility Report prepared by the a consulting engineer, chosen by the City, plus the costs of the project as estimated by the Feasibility Report, plus typical contingencies for such a project, plus the legal, administrative, engineering, financial contingencies and fiscal costs estimated by the City for the project; if the project is delayed until 2009 then the estimated amount of the total project costs for purposes of the waiver shall be increased to reflect increased additional costs. The design of the turn lanes shall be subject to the recommendation of the Director of Public Works.
27. The Developer and Owner shall be responsible for the financial obligation to complete a right turn lane for southbound traffic on Barnes Avenue at Courthouse Boulevard Court. The right turn lane shall be constructed by

the City which shall use its best efforts to complete the same in 2008 as a special assessment project with 100% of the cost assessed against the Owner and the Property. The Developer and Owner shall waive its rights to appeal from the assessment by signing, or causing to be signed, all necessary documents as presented by the City to waive its rights to hearing and appeal or in any manner challenge the assessments, either as to amount or the assessment process, in substantially the form attached hereto as Exhibit B. Four purposes of the waiver of the rights to appeal pursuant to the requirements of Minn. Stat. 462.3531, the estimated cost of the project shall be the cost of the Feasibility Report prepared by the a consulting engineer, chosen by the City, plus the costs of the project as estimated by the Feasibility Report, plus typical contingencies for such a project, plus the legal, administrative, engineering, financial contingencies and fiscal costs estimated by the City for the project; if the project is delayed until 2009 then the estimated amount of the total project costs for purposes of the waiver shall be increased to reflect increased additional costs. The design of the right turn lane will be subject to the recommendation of the of the Director of Public Works.

28. The Developer shall post the three entrance/exit points with signage that directs vehicles to make left turns only as they exist the site. In addition, signage shall be posted by the Developer designating the east entrance as the exclusive entrance for all semi-truck traffic. Signs prohibiting semi-truck use of the other two entrances shall also be posted by the Developer, with the signs being subject to review and approval by the City Public Works department. The City shall post a "local traffic only" sign in the vicinity of the Courthouse Boulevard Court/Annalisa Path intersection and at the Ann Marie Trail/Hwy 3 intersection. The Developer shall be responsible for the cost of the two City posted signs.
29. Between the hours of 8:00 p.m. and 7:00 a.m., trucks and trailers shall not be allowed to idle their engines on the property and trucks and trailers shall not be allowed to stop or park on the property with engines, air-conditioning units or refrigeration units running except for a fifteen (15) minute interval when initially arriving and parking at the parking lots or docks. The word "truck" shall have the same meaning as defined in Minn. Stat. § 169.01, subd. 49; i.e. a truck means every motor vehicle designed, used or maintained primarily for the transportation of property. The Owner or tenant on the property shall post signage that states such restrictions. The Owner of the property is responsible to enforce such restrictions.
30. Between the hours of 8:00 p.m. and 7:00 a.m., there shall be no deliveries by trucks and trailers and there shall be no loading or unloading of trucks

and trailers. The word "truck" shall have the same meaning as defined in Minn. Stat. § 169.01, subd. 49; i.e. a truck means every motor vehicle designed, used or maintained primarily for the transportation of property. The Owner or tenant on the property shall post signage stating that no deliveries by truck will be accepted or will occur and that no loading or unloading will occur between the hours of 8:00 p.m. and 7:00 a.m. The Owner of the property is responsible to enforce such restrictions.

31. Between the hours of 11:00 p.m. and 7:00 a.m., the businesses on the property shall not be in operation, except for building interior maintenance, security monitoring and employee office use; in no event shall product and material distribution, warehousing, loading and unloading, deliveries or operation of warehouse equipment and machinery take place between 8:00 p.m. and 7:00 a.m. The Owner of the property is responsible to enforce such restrictions.
32. The City complete the street restoration to a 9-ton spring loaded rating (consisting of a two inch bituminous overlay with necessary subgrade repairs) of Courthouse Boulevard Court from the general area West of Barnes Avenue where restoration ended, to the cul-de-sac as a special assessment project with 100% of the cost being assessed to the Property and the Owner. The Developer and Owner shall waive its rights to appeal from the assessment by signing, or causing to be signed, all necessary documents as presented by the City to waive its rights to hearing and appeal or in any manner challenge the assessments, either as to amount or the assessment process, in substantially the form attached hereto as Exhibit B. Four purposes of the waiver of the rights to appeal pursuant to the requirements of Minn. Stat. 462.3531, the estimated cost of the project shall be the cost of the Feasibility Report prepared by the a consulting engineer, chosen by the City, plus the costs of the project as estimated by the Feasibility Report, plus typical contingencies for such a project, plus the legal, administrative, engineering, financial contingencies and fiscal costs estimated by the City for the project; if the project is delayed until 2009 then the estimated amount of the total project costs for purposes of the waiver shall be increased to reflect increased additional costs. The design of the street restoration shall be subject to the recommendation of the Director of Public Works and the work will be done in conjunction with the right turn lanes described in paragraph 26.
33. At the time the City signs the plat, the Owner must fully pay the City of Inver Grove Heights for all planning, engineering review and legal fees (excluding any legal fees and cost incurred by the City in connection with the litigation and settlement of the action brought by the Developer in connection with the Project) that have been incurred up to the date the City

signs the final plat, and the Owner must further escrow with the City an amount determined by the City of Inver Grove Heights for future planning and engineering review fees and for legal fees, except for such fees as may already otherwise be taken into account in the calculations or engineering inspection escrow made a part of the Development Agreement. Further, at the time of final plat application, the owner must pay the City the fees prescribed by the ordinance (to be enacted prior to final plat) to defray the costs incurred by the City in preparation of the planning studies, engineering analysis, storm water analysis, environmental review, alternative urban areawide review and natural resource inventory as such studies, analysis, reviews, inventories and modeling relate to the review, investigation and administration of the Owner's applications.

34. No over the road trucking or shipping operations and no truck terminals shall be allowed to operate from the property.
35. Approval of the Preliminary Plat and PUD Development Plans shall be subject to the conditions and recommendations listed in the Traffic Report prepared by SRF dated November 6, 2007. In addition, traffic control and geometric improvements may be made to the site in accordance with the following:

- (a) Geometric Intersection Improvements. The City shall commission a traffic study as soon as possible, by SRF or another qualified traffic engineer, which study shall be limited to a determination of what, if any, additional roadway or geometric improvements are needed to the intersection of Barnes Avenue and Courthouse Boulevard Court (hereinafter the "Intersection") to accommodate semi and other truck turning movements projected to be generated by the Project as approved under the Amended Application (Initial Traffic Study). The Developer shall pay the cost of the Initial Traffic Study, within 30 days of billing by the City.

In the event the Initial Traffic Study finds that additional road or geometric improvements are necessary (Physical Intersection Improvements), the City shall cause the Physical Intersection Improvements to be made with all of the costs related to the Physical Intersection Improvements assessed against the Property as a special assessment under Minn. Stat. Chpt. 429, payable over 10 years with interest at the rate then being charged by the City for similar assessment projects at the time of the assessment against the Property. The Developer shall sign, or cause to be signed, all necessary documents as presented by the City to waive

its rights to hearing and appeal or in any manner challenge the assessments, either as to amount or the assessment process, in substantially the form attached hereto as Exhibit B. For purposes of waiver of its rights to appeal and pursuant to the requirements of Minn. Stat. § 462.3531, the estimated cost of the Physical Intersection Improvements shall be no greater than \$100,000. The Physical Intersection Improvements shall be installed within a reasonable time after the City's approval of the Project and the completion of the Initial Traffic Study.

(b) Traffic Control Improvements. When 200,000 square feet of the Project's floor space has been built and issued certificates of occupancy, the City may conduct a traffic count in the area along Courthouse Boulevard Court between the Intersection and the access points to the Project. If the traffic count shows at least 10% more traffic in either the a.m. or p.m. trips than had been projected by SRF in its November 6, 2007 traffic study for the Project, then the City may commission a traffic study by a qualified traffic engineer to determine if additional traffic control devices are warranted at the Intersection as the result of the traffic generated by the Project and as projected to be generated by the Project. (Second Traffic Study) The City shall pay the cost of the Second Traffic Study, subject to the Developer paying the cost through an assessment as set forth, below.

In the event that the Second Traffic Study recommends that additional traffic controls are needed at the Intersection (Traffic Control Improvements) and the Second Traffic Study finds that without the Traffic Control Improvements the Intersection's Level of Service (hereinafter LOS) will decline by at least one grade, the Traffic Control Improvements meet the applicable Warrants under the Minnesota Manual on Uniform Traffic Control Devices and Dakota County approves the installation of the Traffic Control Improvements, the City shall install the same. The cost of the Traffic Control Improvements shall be specially assessed against the Property in equal installments over 10 years with interest at the rate then being charged by the City for similar assessment projects at the time of assessment against the Property. The Developer shall sign, or cause to be signed, all necessary documents as presented by the City to waive its rights to hearing and appeal or in any manner challenge the assessments, either as to amount or the assessment process, in substantially the form attached hereto as Exhibit B. For purposes of waiver of its rights to appeal and pursuant to Minn. Stat. § 462.3531, the estimated cost of the Traffic Control Improvements shall be no greater than \$

400,000. The Traffic Control Improvements shall be installed within a reasonable time following completion of the Second Traffic Study. In the event Traffic Control Improvements are installed, the cost of the Second Traffic Study shall be included in the assessment against the Property.

- 36. The design of the three entrance/exit driveways on the site shall be modified to be consistent with the design prepared by SRF entitled DRIVEWAY CONCEPT TO RESTRICT RIGHT-TURNING TRUCK TRAFFIC, dated 11-06-07. Final design of the driveways shall be approved by the Director of Public Works and reflected on the final plans.
- 37. The Developer shall make all applications for such other permits and approvals as are necessary for the Project including, without limitation, application for final plat approval, applications for approval of a wetland replacement plan under the Minnesota Wetland Conservation Act (hereinafter WCA Wetland Replacement Plan) county approvals for Physical Intersection or Traffic Control Improvements, building and other necessary permit applications. The City shall process all applications in good faith and in accordance with its ordinary procedures. The City agrees that it will review the WCA Wetland Replacement Application under applicable regulations and ordinances and shall approve the same if it is compliant with all applicable criteria in the WCA and City Ordinances.

Passed this ____ day of _____, 2007.

AYES:
NAYS:

George Tourville, Mayor

ATTEST:

Resolution No. _____

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Melissa Rheaume, Deputy Clerk

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

CONSIDER APPROVING CODE COMPLIANCE SPECIALST POSITION DESCRIPTION FOR ADVERTISEMENT

Meeting Date: February 25, 2008
 Item Type: Regular
 Contact: JTeppen, Asst. City Admin.
 Prepared by:
 Reviewed by: Joe Lynch, Chuck Kleckner, Tom Link

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 Code Compliance Specialist position description.

SUMMARY The City Council has had several discussions regarding the function of Code Compliance.

The City Council recently adopted a set of regulations that deal with property nuisances. These regulations contain a number of things that existed previously in the City Code, as well as a few new items; compost piles, fencing, junk, junk vehicles, mixed municipal solid waste, sidewalks, drainage, firewood and woodpiles, weeds and grass, storage containers, roll-off boxes and dumpsters.

Regardless of the recently adopted ordinance, there is a need for personnel to handle the existing code compliance function and staff prepared the 2008 budget with a full-time position to handle code compliance.

Code complaints are currently handled by various departments. This leads to ineffective and inadequate response times to resident complaints. Often the complainant is bounced from department to department until the right department is found. On occasion, when a complaint is investigated by one department, another department needs to be contacted to address another violation on the same property.

There are a number of other codes that this position would regulate; signs, home occupations conditional use permits, outdoor storage, fences, general zoning violations, etc.

The position as proposed is situated in the Administrative Services Department. We took funds that were previously allocated for an Intern, and a part-time clerical position and re-allocated them for a full-time Code Compliance position with a start date estimated at March 1. The total amount allocated for the position in 2008 is \$52,718 (salary and benefits for 10 months). The proposed range is \$19.50 - \$26.00 per hour. The proposed range is based on our own internal hierarchy and ranges of like positions within the organization as well as a survey of our comparable cities and like positions within those cities.

In 2009 those costs would increase approximately \$16,000 for a total of \$69,000. This is for the full year.

If Council chooses not to approve this position, staff suggests that the CSO's respond to complaints. Based on the increasing number of complaints and the time it takes the CSO's to work with the various departments to understand the regulations they will have significantly less time to spend on animal control and the other duties required of them in the Police Department. Also, due to that increased level of responsibility the compensation and classification levels will need to be adjusted upward.

CITY OF INVER GROVE HEIGHTS

ADMINISTRATIVE ORGANIZATION DATA

Title: Code Compliance Specialist

Department: Administrative Services

Reporting To: City Administrator

Guidance Provided/

Autonomy: Work is performed under the direction of the Assistant City Administrator.

SCOPE

Number of Subordinates: None

Number of Incumbents: None

NATURE OF WORK

This position performs a variety of administrative work, conflict resolution and coordination and performance inspections to ensure compliance with the City's property nuisance, zoning codes, including monitoring and tracking Conditional Use Permits, and other miscellaneous complaints. This position will coordinate the assurance that code compliance is achieved by working with the property owners in the City and will be done in a courteous and helpful manner. Administers the City's code compliance program by performing initial investigation of complaints of the code violations, then utilizing City resources as needed, preparing letters, notices and reports, maintaining files, advising property owners of code requirements and enforcement procedures, and obtaining compliance. The code enforcement process may involve court proceedings and preparation of evidence.

FUNCTIONAL INFORMATION

Essential Functions:

1. Performs activities such as investigating nuisance complaints, abandoned vehicles, zoning, trash and grass/weeds complaints.
2. Coordinates code violation notifications, reporting and follow-up as directed. Maintains documentation related to inspection and enforcement activities.
3. Issues warning notices, compliance orders, citations, and prepares requests for criminal complaints to the City prosecutor.
4. Provides prompt and courteous response to inquiries from owners, managers, renters and others regarding the City's property maintenance code, related ordinances, policies, and procedures.
5. Maintains database of related information. Maintains accurate records.
6. Monitors problem properties and develops solutions to chronic problems.
7. Provides mediation information regarding neighborhood disputes.
8. Performs other duties as assigned or apparent.

Non-Essential Functions:

None

ENVIRONMENT

The work environment characteristics described herein are representative of those an employee encounters while performing the essential functions of this position. Reasonable accommodations may be made to enable individuals with disabilities to perform essential functions.

Primary: General office setting.

Secondary: Outdoor field work with exposure to weather extremes.

WORKER REQUIREMENTS

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skills and/or abilities required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Skills Involved:

- ability to actively listen to others for understanding of their needs and situations.
- ability to assertively control conversations in order to quickly gather pertinent information and be able to communicate it professionally to the proper recipient.
- act in a decisive manner using good judgment.
- be consistent in dealing with public, must be sensitive to others problems without direct involvement.
- must represent City to other agencies and public with a courteous, helpful, accurate businesslike attitude.
- must have knowledge of city ordinances, codes and related building maintenance programs.
- proficient computer skills.

Schedules and

Other Conditions: Eight hours per day, Monday through Friday.

Physical Demands:

The incumbent in this position must be able to work in all kinds of weather from very hot to very cold, must be able to walk and climb on all terrains, must be able to sit in a vehicle or at a desk for periods of time. Must be able to drive, stoop, kneel, crouch, handle objects, talk, hear, perform near activity, and have depth perception.

Mental Abilities: Must have a general learning ability, including the ability to understand meanings of words and ideas associated with them and use them effectively, the ability to perform arithmetic operations quickly and accurately, and the ability to perceive pertinent detail in verbal and tabular matter.

Training Time

Estimate: Twelve months

Minimum Qualifications:

1. Valid MN Class "D" Driver's License or ability to obtain.
2. 4 year degree from an accredited college or university.
3. 3 months of related experience.
4. Ability to resolve issues in a diplomatic, positive, and mutually beneficial manner.
5. Knowledge of property inspection programs and practices.
6. General knowledge of related property (nuisance, blight, housing, etc.) codes.
7. Ability to communicate clearly and effectively, both orally and in writing.
8. Ability to work well with the public and with fellow staff and elected officials.

Desirable Qualifications:

1. One year of related experience.

Date: February 20, 2008

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

JAMES KRECH; Consider the following resolutions for property located along Blaine Avenue, north of 62nd Street:

Meeting Date: February 25, 2008
 Item Type: Regular Agenda
 Contact: Allan Hunting 651.450.2554
 Prepared by: Allan Hunting, City Planner
 Reviewed by:

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

PURPOSE/ACTION REQUESTED

- a) A Resolution relating to a **Preliminary Plat** for a five (5) lot single family subdivision.
- b) A Resolution relating to a **Vacation** of existing drainage and utility easements.
- c) A Resolution relating to a **Vacation** of a portion of an old cul-de-sac on 62nd Street.
- d) A Resolution relating to a **Variance** from minimum lot width for Lots 1 and 2 and from the minimum building elevation for Lots 3 and 4 .
 - Requires 3/5th's vote.
 - 60-day deadline: April 18, 2008 (second 60 days)

SUMMARY

Mr. Krech is proposing to subdivide the balance of his property into four new lots and creating a lot for the existing house. Three lots would gain access via Blaine Avenue and the other would gain access via 62nd Street. The two lots abutting 62nd Street require lot width variances. Two of the lots abutting Blaine would have house elevations below street grade which also requires a variance. There are some existing drainage and utility easements within the existing Oakbush Addition plat that are to be vacated since they are not needed and new perimeter easements would be dedicated on the new plat. A portion of the old cul-de-sac on 62nd Street is to be vacated since the cul-de-sac is gone.

ANALYSIS

All lots meet minimum lot size. Two of the lots along Blaine would be required to share one driveway, leaving a total of two new driveways onto Blaine. Staff supports the two variance requests and vacation requests.

Planning Commission recommends approval with support for either a conservation easement or access restriction as the means to prevent future development of the land abutting Blaine that is part of Lot 1.

Planning Department recommends approval of the request as presented.

- Attachments: Preliminary Plat Resolution
 Variance Resolution (for both variances)
 Easement Vacation Resolution
 Cul-de-sac Vacation Resolution
 Planning Commission Recommendation
 Planning Report

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. _____

A RESOLUTION APPROVING A PRELIMINARY PLAT FOR A 5 LOT SUBDIVISION TO
BE KNOWN AS OAKBUSH THIRD ADDITION

CASE NO. 08-01SV
(James Krech)

WHEREAS, a preliminary plat application has been submitted to the City for property legally described as;

Lot 1, Block 2, Oakbush First Addition, Outlot A, Oakbush First Addition, Outlot A, Oakbush Second Addition, Dakota County, Minnesota, all according to the recorded plats thereof.

WHEREAS, a public hearing concerning the Plat was held before the Inver Grove Heights Planning Commission in accordance with Minnesota Statutes, Section 462.357, Subdivision 3 on February 6, 2008;

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS that, the Preliminary Plat for the plat of Oakbush Third Addition is hereby approved subject to the following conditions:

1. The final plat and development plans shall be in substantial conformance with the following plans on file with the Planning Department except as may be modified by the conditions below.

Preliminary Plat	dated 12/4/07
Preliminary Site Plan	dated 12/4/07

2. A park dedication fee equal to \$4,011 per lot shall be paid to the City prior to release of the final plat.
3. All of the lots are custom graded. Therefore, prior to release of a building permit for any the lots, a \$10,000 escrow shall be deposited for each individual lot with the City Engineer. An erosion control plan shall also be submitted to the City Engineer for each individual lot prior to release of the building permit for that lot.
4. Drainage and utility easements shall be provided on the final plat as required by the Director of Public Works.
5. The grading plan and structure placement for Lot 5 shall be designed to direct all hard surface drainage (including all roof surfaces) and storm water runoff to Blaine Avenue.
6. No individual driveway access shall be allowed for Lots 3 and 4. Lots 3 and 4 shall be required to use one shared access. The curb cut and portion of driveway

in the public right-of-way for Lot 3 & 4 shall be installed as part of the Project and paid for by the developer. Details of the construction shall be addressed in the development contract..

7. All lots shall have a condition that tree disturbance shall be minimized to within twenty feet of the house footprint or driveway as approved by the City.
8. Some type of agreement shall be entered into between the City and developer to restrict development and future subdivision of the balance of land along Blaine Avenue. Agreement may take the form of a conservation easement or access restriction. The restriction shall be filed with the final plat.
9. A private utility easement shall be purchased from the City and recorded with the County in order to service Lot 2 with sewer and water service.
10. Street opening permit shall be required for approval of the driveway location, the construction thereof, and restoration of the City right-of-way. Additional street opening permit requirements apply.
11. A development contract shall be required to be entered into between the City and the developer addressing the improvements on the site. The development contract shall be approved by the City Council prior to release of the final plat.
12. The lowest floor elevations (LFE) allowed for each new lot shall be shown on the final site plan as part of the final plat application. The LFE shown must be calculated based on the existing sanitary sewer service elevations provided on the as-builts. The sanitary sewer as-built elevations shall also be shown on the plans.
13. The plat approval shall be subject to the conditions listed in the memo from the Assistant Engineer dated January 29, 2008.

Passed this ____ day of _____, 2008.

AYES:
NAYS:

ATTEST:

George Tourville, Mayor

Melissa Rheume, Deputy Clerk

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

RESOLUTION NO. _____

**RESOLUTION APPROVING VARIANCES TO ALLOW THE FIRST FLOOR ELEVATION
FOR THE HOMES ON LOTS 3 AND 4 TO BE LESS THAN 1.5 FEET ABOVE STREET
GRADE AND TO ALLOW LOT WIDTHS LESS THAN 85 FEET AT FRONT SETBACK
LINE FOR LOTS 1 AND 2**

**CASE NO. 08-01SV
(James Krech)**

Property located on the east side of Blaine Avenue at approximately 62nd Street and legally described as follows:

**Lot 1, Block 2, Oakbush First Addition, Outlot A, Oakbush First Addition, Outlot A,
Oakbush Second Addition, Dakota County, Minnesota, all according to the recorded plats
thereof.**

WHEREAS, an application has been received for Variances from minimum building elevation and lot widths;

WHEREAS, the afore described property is zoned R-1C, Single Family Residential;

WHEREAS, a Variance may be granted by the City Council from the strict application of the provisions of the Zoning Code (City Code Section 515) and conditions and safeguards imposed in the variance so granted where practical difficulties or particular hardships result from carrying out the strict letter of the regulations of the Zoning Code, as per City Code Section 515.40, Subd. 3A;

WHEREAS, the City of Inver Grove Heights Planning Commission reviewed the request on February 6, 2008 in accordance with City Code Section 515.40, Subd. 3C;

WHEREAS, a hardship, was found to exist not based on economic reasons. Rather the hardship results in the existing topography at the location of proposed Lots 3 and 4 are naturally below the street grade and requiring fill would create unnecessary tree removal and erosion problems. Lots 1 and 2 contain ample buildable area beyond the pipe stem area of the lots along 62nd Street.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS, that the variances to allow the first floor elevation for the homes on lots 3 and 4 to be less than 1.5 feet above street grade and to allow lot widths less than 85 feet at front setback line for lots 1 and 2 are hereby approved.

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 _____ day of _____ 2008.

George Tourville, Mayor

Ayes:

Nays:

ATTEST:

Melissa Rheaume, Deputy Clerk

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

RESOLUTION NO. _____

**RESOLUTION APPROVING A VACATION OF CERTAIN DRAINAGE AND
UTILITY EASEMENTS WITHIN THE PLATS OF OAKBUSH FIRST AND SECOND
ADDITIONS**

**CASE NO. 08-01SV
(James Krech)**

WHEREAS, a petition has been duly presented to the City of Inver Grove Heights, signed by the owner of the property of the following described drainage and utility easements situated in the City of Inver Grove Heights, Dakota County, State of Minnesota, to wit:

Drainage and utility easement along the west 10 feet of Lot 1, Block 2, Oakbush First Addition, Dakota County, Minnesota.

Drainage and utility easement along the east 10 feet of Outlot A, Oakbush First Addition, Dakota County, Minnesota.

Drainage and utility easement along the west 10 feet of Outlot A, Oakbush Second Addition, Dakota County, Minnesota.

Drainage and utility easement along the easterly five (5) feet of Outlot A, Oakbush Second Addition, Dakota County, Minnesota.

WHEREAS, a notice of hearing on said petition has been duly published and posted in accordance with the applicable Minnesota Statutes, and

WHEREAS, a public hearing was held on said petition on February 6, 2008, at the Council Chambers, 8150 Barbara Avenue, and

WHEREAS, the Planning Commission then proceeded to hear all persons interested in said petition and all persons interested were afforded an opportunity to present their views and objections to the granting of said petition, and

WHEREAS, the City Council of Inver Grove Heights has determined that the vacation of said drainage and utility easements would be in the public interest.

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS, MINNESOTA: That the above described drainage and utility easements are hereby vacated pursuant to M.S.A. 412.851.

Adopted by the City Council of Inver Grove Heights this ____ day of _____, 2008.

Ayes:

Nays:

George Tourville, Mayor

ATTEST:

Melissa Rheaume, Deputy Clerk

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

RESOLUTION NO. _____

RESOLUTION APPROVING A VACATION OF A PORTION OF AN OLD CUL-DE-SAC RIGHT-OF-WAY ON 62ND STREET

**CASE NO. 08-01SV
(James Krech)**

WHEREAS, a petition has been duly presented to the City of Inver Grove Heights, signed by the owner of the property of the following described right-of-way situated in the City of Inver Grove Heights, Dakota County, State of Minnesota, to wit:

SEE EXHIBIT A

WHEREAS, a notice of hearing on said petition has been duly published and posted in accordance with the applicable Minnesota Statutes, and

WHEREAS, a public hearing was held on said petition on February 6, 2008, at the Council Chambers, 8150 Barbara Avenue, and

WHEREAS, the Planning Commission then proceeded to hear all persons interested in said petition and all persons interested were afforded an opportunity to present their views and objections to the granting of said petition, and

WHEREAS, the City Council of Inver Grove Heights has determined that the vacation of said right-of-way would be in the public interest.

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS, MINNESOTA: That the above described right-of-way is hereby vacated pursuant to M.S.A. 412.851.

Adopted by the City Council of Inver Grove Heights this ____ day of _____, 2008.

Ayes:

Nays:

George Tourville, Mayor

ATTEST:

Melissa Rheaume, Deputy Clerk

**RECOMMENDATION TO
CITY OF INVER GROVE HEIGHTS**

TO: Mayor and City Council of Inver Grove Heights
FROM: Planning Commission
DATE: February 6, 2008
SUBJECT: **JAMES KRECH – CASE NO. 08-01SV**

Reading of Public Notice

Commissioner Simon read the public hearing notice to consider the request for a preliminary plat for a five-lot, single-family residential subdivision, a variance to the minimum lot width requirements for Lots 1 and 2, a variance to allow the building pads on Lots 3 and 4 to be below the minimum elevation from street grade, a vacation of certain drainage and utility easements within the plat of Oakbush First Addition and Oakbush Second Addition, and a vacation of a portion of a public cul-de-sac right-of-way on 62nd Street East. 26 notices were mailed.

Presentation of Request

Allan Hunting, City Planner, explained the request as detailed in the report. He explained that Mr. Krech is requesting to subdivide his property into five lots, including four new lots and one containing the existing home. He advised that three of the lots would access Blaine Avenue, with the remaining two lots accessing 62nd Street. Lots 3 and 4 would have a shared driveway off Blaine. Mr. Hunting advised that a variance from minimum lot width would be needed for Lots 1 and 2, and a variance from minimum building elevation from the street for Lots 3 and 4 as they would be lower than 1.5 feet above street grade. A vacation of existing drainage and utility easements would also be needed to vacate some of the old easements along property lines in the existing plat and staff suggests an old cul-de-sac bubble be vacated on 62nd Street since it is now a through street. Due to the steep topography of the site, Mr. Krech would like to retain ownership of some of the frontage along Blaine as it would give him control over tree removal and grading. Staff would like to create a means to permanently protect this area so it could not be built upon by a future owner, and are proposing there be some type of restriction through a conservation easement, restricted access, or drainage and utility easement. Mr. Hunting advised that this property was assessed in the 1980's and sewer and water stubs were installed along Blaine Avenue for the future lots. Staff feels there are unique circumstances and undue hardships on the property to warrant approval of the variance from minimum building elevation and the variance from lot width. Staff recommends approval of the request with the conditions listed in the report.

Chair Bartholomew asked if the two lots below street grade would have any difficulty relative to sewer hookup, to which Mr. Hunting replied they would not.

Chair Bartholomew asked which of the three suggested methods the City would likely use to protect the unbuildable areas along Blaine Avenue.

Mr. Hunting replied that staff had no preference and that it would likely be determined as part of the development contract process.

Opening of Public Hearing

The applicant, James Krech, 2585 – 62nd Street, advised he was available to answer any questions.

Chair Bartholomew asked the applicant if he was in agreement with the conditions listed in the report, to which Mr. Krech replied in the affirmative.

Commissioner Simon asked the applicant how wide his existing driveway was, and if he had considered doing a shared driveway with Lot 2.

Mr. Krech replied that his existing driveway was approximately 10 feet wide and he felt two separate driveways would be a better long-term option.

Planning Commission Discussion

Commissioner Wippermann asked if Lot 1 could be further subdivided.

Mr. Hunting replied that Lot 1 had enough area to subdivide, but that the arrangement would make it difficult to accomplish.

Commissioner Wippermann referred to the three methods of restricting further subdivision along Blaine, and stated he would prefer using conservation easements or access restriction rather than drainage and utility easements since utility easements were so often vacated.

Mr. Hunting pointed out an error in Condition 2, stating the park dedication fee was \$4,011 rather than \$4,010 as stated in the report.

Commissioner Roberts stated he did not support the first additions of this project because of the special stipulations involved, and would not support this request either.

Chair Bartholomew stated he was concerned about the elevations of Lots 3 and 4, but could support the request since Engineering felt it was acceptable.

Commissioner Schaeffer stated he supported the request, and had spoken with some of his neighbors within site of the property and they had no opposition to the project.

Commissioner Simon asked if staff received any calls from property owners who received notice, to which Mr. Hunting advised he received one inquiry.

Planning Commission Recommendation

Motion by Commissioner Schaeffer, second by Commissioner Wippermann, to approve the request for a preliminary plat for a five lot single-family subdivision, a vacation of existing drainage and utility easements, a vacation of a portion of an old cul-de-sac on 62nd Street, a variance from minimum lot width at the building setback line for Lots 1 and 2, and a variance from the minimum building elevation from the street for Lots 3 and 4, with the recommendation that the verbiage '**or dedicated drainage and utility easement**' be deleted from Condition 8, for the property located on Blaine Avenue, north of 62nd Street.

Motion carried (7/1 – Roberts). This matter goes to the City Council on February 25, 2008.

EVALUATION OF THE REQUEST

The following land uses, zoning districts and comprehensive plan designations surround the subject property:

North Single family; zoned R-1C; guided LDR, Low Density Residential.

East Single family; zoned R-1C; guided LDR.

West Vacant MnDOT Land; zoned Office PUD; guided Office.

South Single family; zoned R-1C; guided LDR.

Comprehensive Plan. The property is currently guided LDR, Low Density Residential which allows a maximum density of six (6) units per acre.

Zoning. The property is zoned R-1C, Single Family Residential which allows for single family detached house on lots no less than 12,000 square feet in area and 85 feet in lot width.

PRELIMINARY PLAT

Density. The project consists of 5 single family lots on 8.04 acres of land for a density of 0.625 units/acre which falls within the density range of the LDR.

Lots & Blocks. The proposed project would have lot sizes ranging from 0.30 (12,987 sq. ft.) acres to 6.27 acres in size. All of the proposed lots exceed the minimum lot area requirement.

Lots 3, 4 and 5 all exceed the minimum 85 foot width at the 40 foot building setback line. The lots are all over 120 feet in width. The creation of Lot 2 on 62nd Street creates two pipe stem lots, Lots 1 and 2. Both of the lots would be less than 85 feet in width. Lot 2 would have a lot width of 50 feet at the setback line at the front setback line. Lot 2 however expands to 85 feet in width in the area where the buildable area of the lot would be. Splitting the existing lot on 62nd Street then creates an narrow lot width for the existing Krech house lot (Lot 1). All lots meet the minimum lot width where the proposed home construction would be.

Staff has raised the issue of the lot configuration along Blaine where some of the land abutting Blaine would continue to be part of Lot 1 (the Krech house lot). Because the topography is so steep in some of the area, Mr. Krech chose to keep some of the frontage along Blaine with his lot rather than combine it all into the new lots along Blaine. This way, he has control over tree removal and grading and the fact the area is too steep to be buildable. Staff and the developer would like to create a means to permanently protect this area so it could not be built upon by someone else in the future. Some possible solutions would be to; 1) create a “no-build” conservation easement, 2) have the developer grant to the City right of access, thus creating a no

access for this land, 3) establish a drainage and utility easement over the area to protect against any home construction. Any or all three options could be used. Staff is recommending that at least one option is required to prevent the remaining portions of Lot 1 abutting Blaine from being further subdivided and built upon. The details of the options would be addressed in the development contract with the final plat.

Park Dedication. Park dedication on this project will be cash in lieu of land. Prior to release of the final plat for filing with Dakota County, a cash fee of \$4,010 per lot would be due for four of lots. No dedication would be required for Lot 1 that contains the existing Krech home.

Access/Streets. The project is proposed to gain access from 62nd Street and from Blaine Avenue. The topography of the lot dictates that the lots along Blaine must gain access from Blaine and not from the interior or 62nd Street because of how steeply the lot drops off. Lots 3 and 4 would be required to have a shared driveway and a shared driveway easement would be required to be drafted by the developer. The developer has also indicated, and Staff agrees, that the curb cut and a portion of the driveway would be constructed up front by the developer prior to the lots being sold. That way, the driveway location is set and any future lot owner can see how access is to occur. Staff initially had concerns about Lot 5 and its single access. When Blaine Avenue was reconstructed in 1980's, this parcel of land was assessed and sewer and water stubs were installed along Blaine to serve future lots. Therefore, the property has paid for the sewer and water stubs and would be entitled to create a lot. Lot 5 has steeper topography and this issue is addressed in Engineering issues later in this report.

Staff has no concerns regarding access along 62nd Street.

Engineering Issues. Engineering has reviewed the plat and their comments are attached to this memo. Engineering is agreeable to the plat provided the conditions listed are part of the plat approval. Some of their comments are addressed as conditions of approval and some would be contained in the custom graded lot agreements and development contract. The existing topography on Lot 5 is very steep. In order to minimize erosion from storm water running down the hill towards the Krech house, all drainage must directed towards Blaine Avenue. This would be verified with the review of the building permit which includes a grading plan. Utilities are in and are not an issue. Engineering sees no issues with the vacation of easements and the excess right-of-way on 62nd Street. A custom grading agreement and cash escrow would be required with the building permit on all the lots. An easement must be obtained from the City in order to serve Lot 2. Utility stubs are in but would cross over a portion of City property before getting to Lot 2.

Tree Preservation. All of the lots would be custom graded and therefore, no grading on the lots would occur before building permits are issued. In order to determine compliance with the Tree Preservation Ordinance, the applicant has provided a tree inventory on the new lots. Tree species consist of elm, poplar, ash, birch, cherry and oak. Due to the topography of each lot, the site disturbance would be minimized because of the steep grades and therefore tree removal would be

minimal on each lot. Approximately 20% of the significant trees would be removed on the lots for building. The ordinance allows 30% removal before reforestation is required. To further restrict tree removal, Engineering is recommending that tree removal is limited to no more than 20 feet from the foundation and driveway on each lot.

Development Contract. A development contract would be required to address the construction of the driveway, obtaining an easement from the City for Lot 2 and to address Engineering's concerns. A developer is required to enter into a contract with the City addressing the improvements and construction on site. A letter of credit equal to 125% of the cost of these improvements is required before release of the plat. This requirement assures the City that these particular improvements will be constructed to the satisfaction of the City. The contract would be negotiated with the final plat and approved by the City Council.

VACATIONS

A vacation of existing perimeter drainage and utility easements within the old plat is being requested in the areas where the new lots would be created. The easements contain no public improvements and were put in place as standard perimeter easements. New easements would be dedicated with the new plat. Engineering recommends approval of this request.

The applicant is also requesting a vacation of the old cul-de-sac bubble along 62nd Street. The street used to dead end at this point. The remainder of the street was constructed a few years ago and the excess right-of-way is no longer needed. Staff recommends that the Planning Commission recommend to the City Council to initiate vacation of the old right-of-way on the opposite side of the street. Engineering's only comment is that a drainage and utility easement must be dedicated in the same location in case there are any public or private utilities that may be in this location.

VARIANCES

Two variances are being requested. One is from the minimum building elevation at first floor above street grade for Lots 3 and 4. The other is for minimum lot width of less than 85 feet for Lots 1 and 2.

The existing topography at Lots 3 and 4 is naturally below the grade of the street. Staff does not recommend compliance with this regulation since this would require large amounts of fill being placed on the site which would cause erosion control problems and would also cause the removal of more trees than necessary. The two lots can be graded such that there is positive drainage away from the house on all sides. Engineering conducts a review of drainage with each building permit. There are unique circumstances and undue hardships on the property to warrant approval of this variance.

The creation of Lot 2 and the balance of Lot 1 have ample building area beyond the 30 foot setback area. While each lot would be less than 85 feet at the front setback line, each lot is at least 85 feet wide at the building location. The existing frontage for the Krech lot is only 135 feet. Lot 2 would be lower than Blaine and therefore the only available access would be from 62nd Street. There are unique circumstances and undue hardships on the property to warrant approval of this variance.

ALTERNATIVES

The Planning Commission has the following actions available on the following requests:

A. **Approval.** If the Planning Commission finds the application to be acceptable, the following actions should be recommended for approval:

o Approval of the **Preliminary Plat** of Oakbush Third Addition subdivision subject to the following conditions:

1. The final plat and development plans shall be in substantial conformance with the following plans on file with the Planning Department except as may be modified by the conditions below.

Preliminary Plat	dated 12/4/07
Preliminary Site Plan	dated 12/4/07

2. A park dedication fee equal to \$4,010 per lot shall be paid to the City prior to release of the final plat.

3. All of the lots are custom graded. Therefore, prior to release of a building permit for any the lots, a \$10,000 escrow shall be deposited for each individual lot with the City Engineer. An erosion control plan shall also be submitted to the City Engineer for each individual lot prior to release of the building permit for that lot.

4. Drainage and utility easements shall be provided on the final plat as required by the Director of Public Works.

5. The grading plan and structure placement for Lot 5 shall be designed to direct **all** hard surface drainage (including all roof surfaces) and storm water runoff to Blaine Avenue.

6. The curb cut and portion of driveway in the public right-of-way for Lot 3 & 4 shall be installed as part of the Project and paid for by the developer.

Details of the construction shall be addressed in the development contract..

7. All lots shall have a condition that tree disturbance shall be minimized to within twenty feet of the house footprint or driveway as approved by the City.
 8. Some type of agreement shall be entered into between the City and developer to restrict development and future subdivision of the balance of land along Blaine Avenue. Agreement could take the form of a conservation easement, access restriction or dedicated drainage and utility easement. The restriction shall be filed with the final plat.
 9. A private utility easement shall be purchased from the City and recorded with the County in order to service Lot 2 with sewer and water service.
 10. Street opening permit shall be required for approval of the driveway location, the construction thereof, and restoration of the City right-of-way. Additional street opening permit requirements apply.
 11. A development contract shall be required to be entered into between the City and the developer addressing the improvements on the site. The development contract shall be approved by the City Council prior to release of the final plat.
 12. The lowest floor elevations (LFE) allowed for each new lot shall be shown on the final site plan as part of the final plat application. The LFE shown must be calculated based on the existing sanitary sewer service elevations provided on the as-builts. The sanitary sewer as-built elevations shall also be shown on the plans.
 13. The plat approval shall be subject to the conditions listed in the memo from the Assistant Engineer dated January 29, 2008.
- o Approval of the **Vacation** of the cul-de-sac right-of-way on 62nd Street and old drainage and utility easements and conservation easement subject to the following condition:
1. The final plat shall be modified to straighten the lot line along 62nd Street, removing the excess cul-de-sac right-of-way and a public drainage and utility easement shall be dedicated on the plat over the old right-of-way area.

- o Approval of the **Variiances** to allow the first floor elevation for the homes on Lots 3 and 4 to be less than 1.5 feet above street grade and to allow lot widths less than 85 feet at front setback line for Lots 1 and 2.

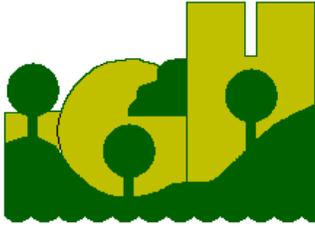
Hardship: The hardship results in the existing topography at the location of proposed Lots 3 and 4 are naturally below the street grade and requiring fill would create unnecessary tree removal and erosion problems. Lots 1 and 2 contain ample buildable area beyond the pipe stem area of the lots along 62nd Street.

- B. Denial.** If the Planning Commission does not favor the proposed applications or portions thereof, the above request or requests should be recommended for denial. With a recommendation for denial, findings or the basis for the denial should be given.

RECOMMENDATION

Staff recommends approval of the preliminary plat of Oakbush Third Addition, the two variances and the easement and right-of-way vacations subject to the conditions contained in this report.

Attachments: Exhibit A - Site/Zoning Map
Exhibit B - Preliminary Plat
Exhibit C- Site Plan
Exhibit D - Engineering Memo

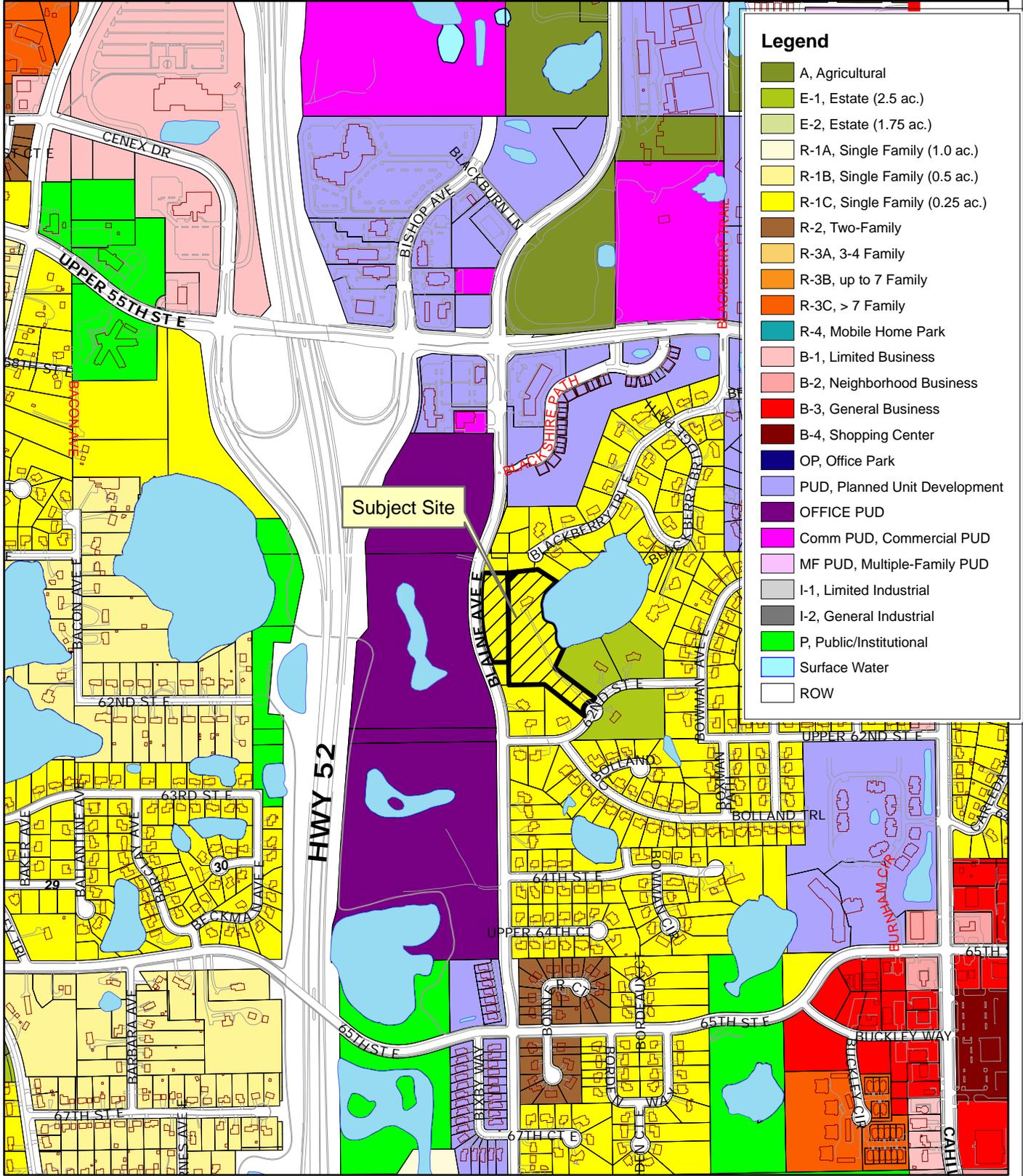


Inver Grove Heights

Location Map Case No. 08-01SV



NOT TO SCALE

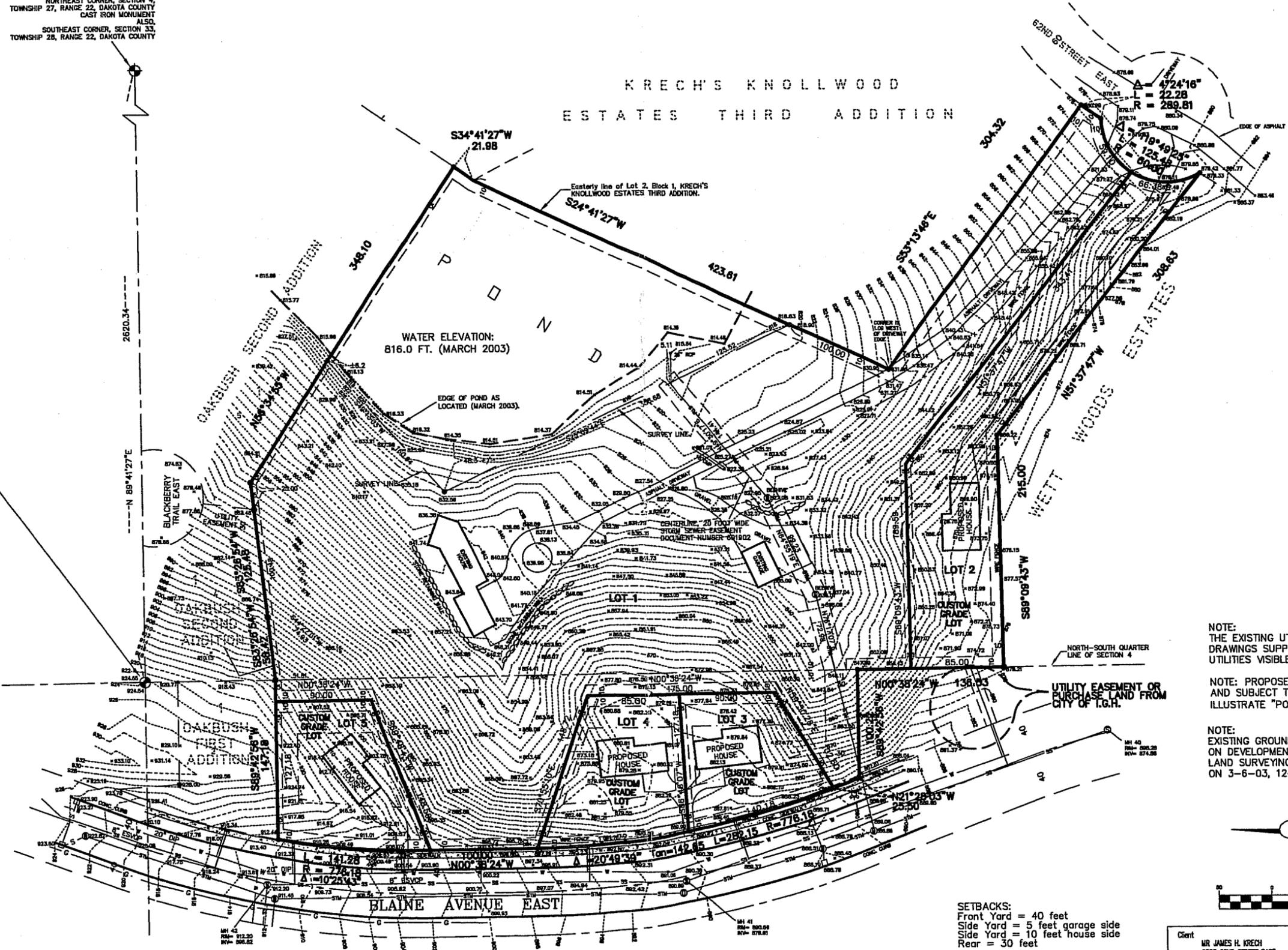


PRELIMINARY PLAT: OAKBUSH THIRD ADDITION

NORTHEAST CORNER, SECTION 4,
TOWNSHIP 27, RANGE 22, DAKOTA COUNTY
CAST IRON MONUMENT
ALSO
SOUTHEAST CORNER, SECTION 33,
TOWNSHIP 26, RANGE 22, DAKOTA COUNTY

KRECH'S KNOLLWOOD
ESTATES THIRD ADDITION

SOUTHEAST CORNER OF THE SOUTHWEST QUARTER,
SECTION 33, TOWNSHIP 26, RANGE 22, DAKOTA COUNTY,
CAST IRON MONUMENT
ALSO, NORTHWEST CORNER LOT 2, BLOCK 1,
KRECH'S KNOLLWOOD ESTATES THIRD ADDITION.



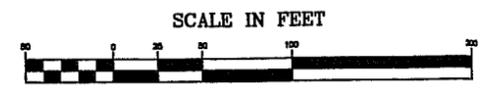
LEGEND

- ⊕ DENOTES P.L.S. CORNER MONUMENT FOUND, SIZE & TYPE AS NOTED.
- DENOTES FOUND 5/8 INCH BY 14 INCH REBAR CAPPED RLS 23300
- DENOTES 5/8 INCH BY 14 INCH REBAR SET & CAPPED RLS 16464.
- ⊗ DENOTES EXISTING FIRE HYDRANT.
- ⊕ DENOTES EXISTING WATER VALVE.
- DENOTES EXISTING CATCH BASIN.
- ⊙ DENOTES EXISTING STORM MANHOLE.
- ⊕ DENOTES EXISTING SANITARY MANHOLE.
- DENOTES PROPOSED DRAINAGE FLOW.
- SS— DENOTES EXISTING SANITARY SEWER.
- STM— DENOTES EXISTING STORM SEWER.
- W— DENOTES EXISTING WATER MAIN.
- DENOTES EXISTING GROUND CONTOUR.
- ▨ DENOTES CONCRETE SURFACE.

NOTE:
THE EXISTING UTILITIES SHOWN ARE BASED ON RECORD DRAWINGS SUPPLIED TO LAKE & LAND SURVEYING AND UTILITIES VISIBLE AT THE TIME OF THE SURVEY.

NOTE: PROPOSED HOUSES SHOWN ARE PRELIMINARY AND SUBJECT TO CHANGE. THEY ARE MEANT TO ILLUSTRATE "POTENTIAL" SIZE, LOCATION, ETC..

NOTE:
EXISTING GROUND CONTOURS SHOWN ARE BASED ON DEVELOPMENT ENGINEERING AND LAKE AND LAND SURVEYING'S FIELD SHOTS TAKEN ON 3-6-03, 12-31-03, AND 12-7-07.



SETBACKS:
Front Yard = 40 feet
Side Yard = 5 feet garage side
Side Yard = 10 feet house side
Rear = 30 feet

Client MR JAMES H. KRECH 2585 62ND STREET EAST INVER GROVE HEIGHTS, MN 55076 651-789-4120	Design by J	Original date 12-4-07	I hereby certify that this plan, specification or report was prepared by me or under my direct supervision, and that I am a duly Licensed Engineer and Surveyor under the laws of the State of Minnesota. James H. Krech Date 12-4-07 Minnesota Reg. No. 16464
Lake and Land Surveying, Inc. SURVEYING/CIVIL ENGINEERING 1296 HUDSON ROAD, ST PAUL, MN PHONE (651) 778-8211 66108	Drawn by J	Revisions	
	Survey book No.		Page title SITE PLAN
	S.A.P. number 2007.109		Sheet number 3 of 3

PRELIMINARY PLAT: OAKBUSH THIRD ADDITION

NORTHEAST CORNER, SECTION 4,
TOWNSHIP 27, RANGE 22, DAKOTA COUNTY
CAST IRON MONUMENT
ALSO,
SOUTHEAST CORNER, SECTION 33,
TOWNSHIP 28, RANGE 22, DAKOTA COUNTY

LEGAL DESCRIPTION:

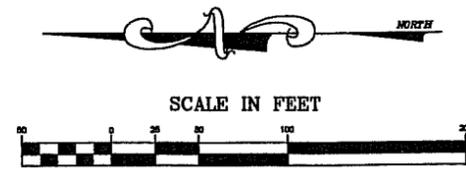
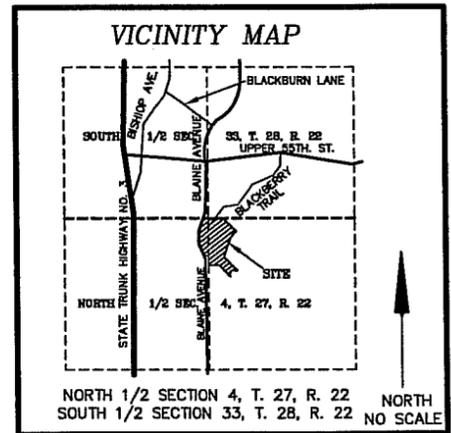
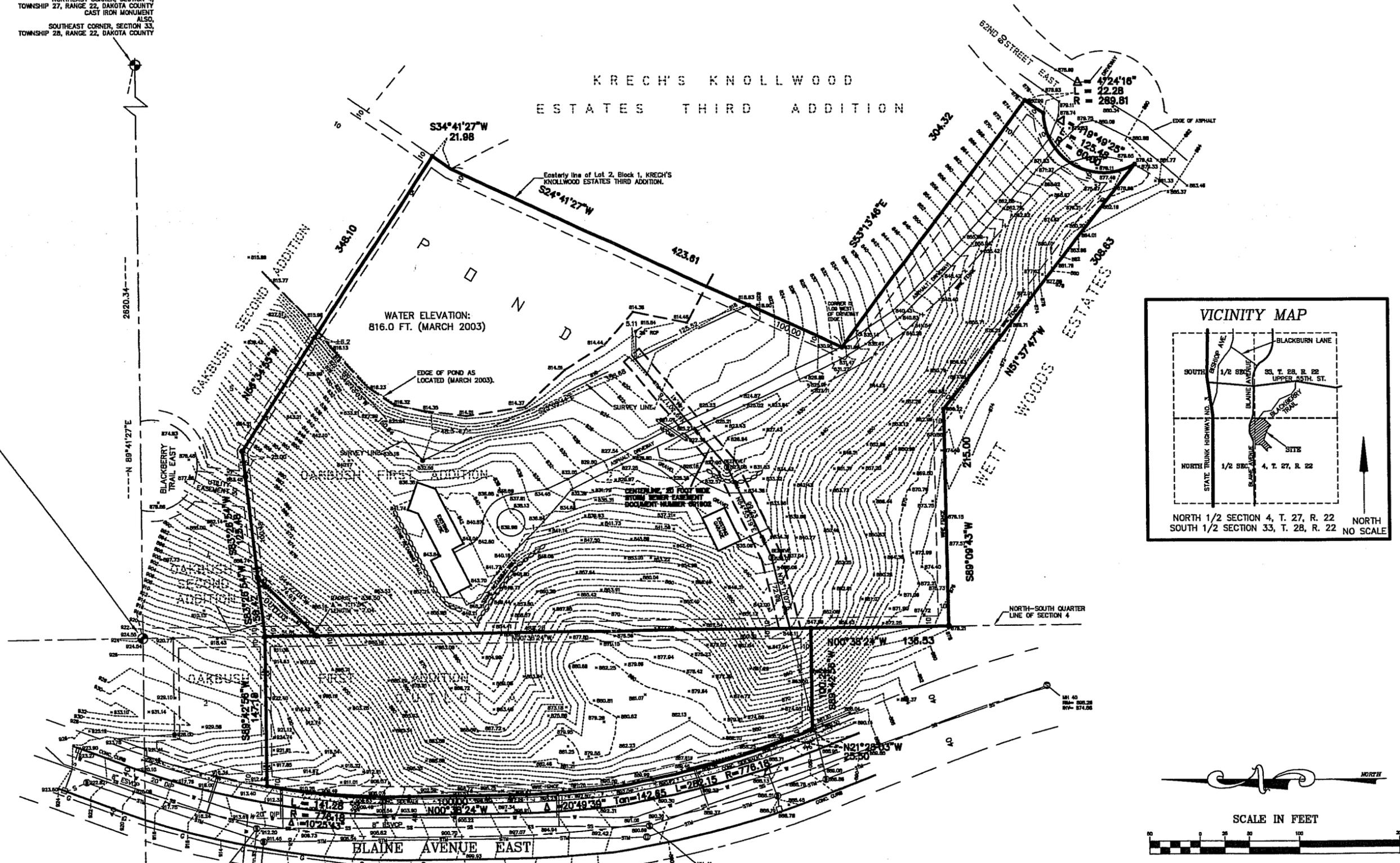
LOT 1, BLOCK 2, OAKBUSH FIRST ADDITION
OUTLOT A, OAKBUSH FIRST ADDITION
OUTLOT A, OAKBUSH SECOND ADDITION

KRECH'S KNOLLWOOD
ESTATES THIRD ADDITION

SOUTHEAST CORNER OF THE SOUTHWEST QUARTER,
SECTION 33, TOWNSHIP 28, RANGE 22, DAKOTA COUNTY.
CAST IRON MONUMENT
ALSO, NORTHWEST CORNER LOT 2, BLOCK 1,
KRECH'S KNOLLWOOD ESTATES THIRD ADDITION.

LEGEND

- ⊕ DENOTES P.L.S. CORNER MONUMENT FOUND, SIZE & TYPE AS NOTED.
- DENOTES FOUND 5/8 INCH BY 14 INCH REBAR CAPPED RLS 23300
- DENOTES 5/8 INCH BY 14 INCH REBAR SET & CAPPED RLS 16464.
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- DENOTES EXISTING SANITARY SEWER.
- DENOTES EXISTING STORM SEWER.
- DENOTES EXISTING WATER MAIN.
- DENOTES EXISTING GROUND CONTOUR.
- DENOTES CONCRETE SURFACE.



Client MR JAMES H. KRECH 2585 62ND STREET EAST INVER GROVE HEIGHTS, MN 55078 651-788-4120	Design by JF	Original date 12-4-07	I hereby certify that this plan, specification or report was prepared by me or by my duly qualified and licensed assistants under my direct supervision and that I am a duly Licensed Professional Surveyor under the laws of the State of Minnesota. Signature: J. H. Krech Date: 12-4-07 Minnesota Reg. No. 16464
Lake and Land Surveying, Inc. SURVEYING, CIVIL ENGINEERING 1206 HUDSON ROAD, ST PAUL, MN PHONE (651) 776-6211	Drawn by JF	Revisions	
	Survey book No.		Page title EXISTING CONDITIONS
	S.A.P. number 2007.109		Sheet number 1 of 3

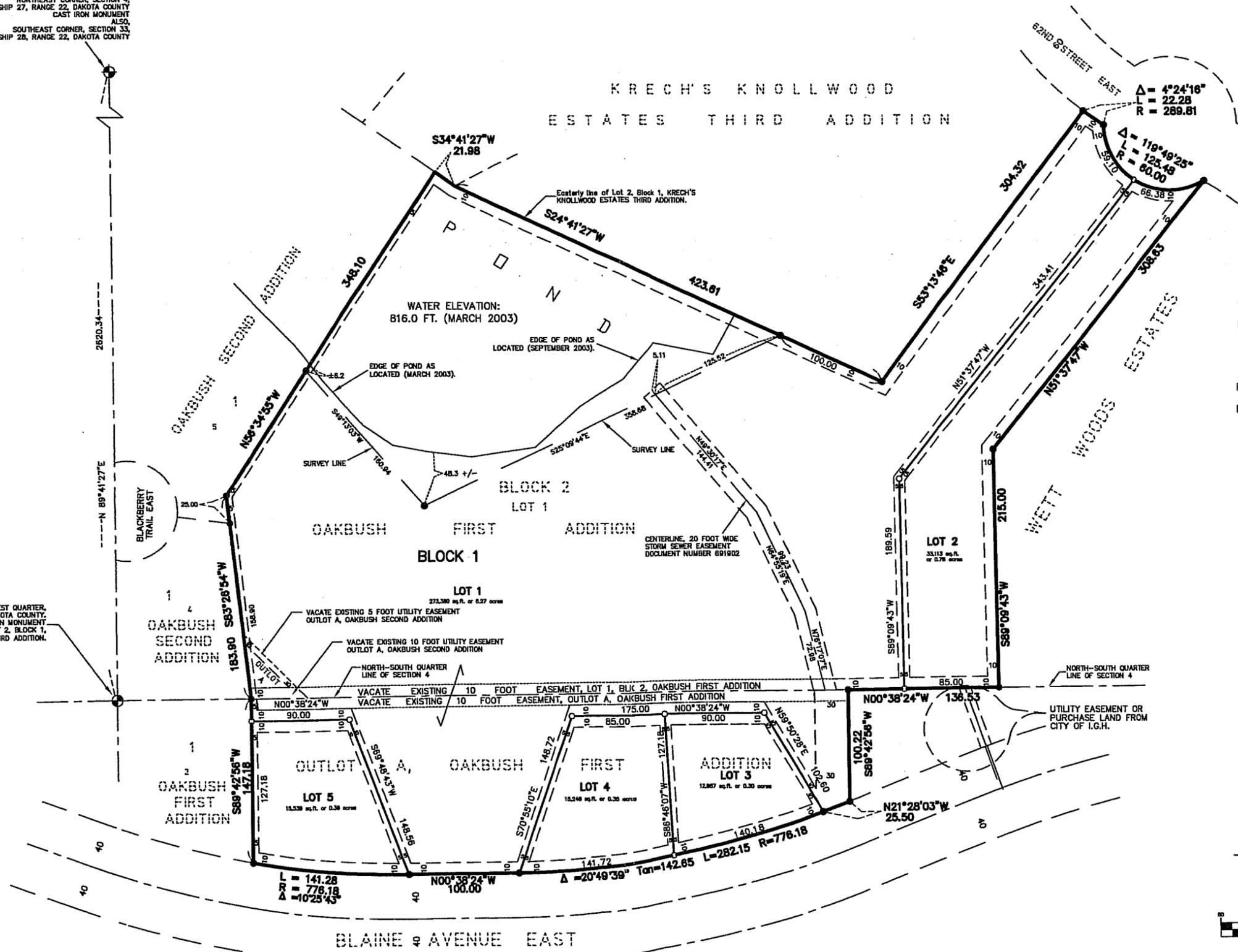
PRELIMINARY PLAT: OAKBUSH THIRD ADDITION

NORTHEAST CORNER, SECTION 4,
TOWNSHIP 27, RANGE 22, DAKOTA COUNTY
CAST IRON MONUMENT
ALSO,
SOUTHEAST CORNER, SECTION 33,
TOWNSHIP 28, RANGE 22, DAKOTA COUNTY

KRECH'S KNOLLWOOD
ESTATES THIRD ADDITION

$\Delta = 4^{\circ}24'16''$
 $L = 22.28$
 $R = 289.81$

$\Delta = 119^{\circ}49'25''$
 $L = 123.45$
 $R = 63.00$



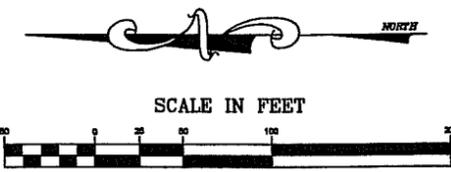
CURRENT LEGAL DESCRIPTION:
LOT 1, BLOCK 2, OAKBUSH FIRST ADDITION
OUTLOT A, OAKBUSH FIRST ADDITION
OUTLOT A, OAKBUSH SECOND ADDITION

PROPOSED LEGAL DESCRIPTION:
LOTS 1 THRU 5, BLOCK 1, OAKBUSH THIRD ADDITION

LEGEND

- ⊙ DENOTES P.L.S. CORNER MONUMENT FOUND, SIZE & TYPE AS NOTED.
- DENOTES FOUND 5/8 INCH BY 14 INCH REBAR CAPPED RLS 23300
- DENOTES 5/8 INCH BY 14 INCH REBAR SET & CAPPED RLS 16464.

AREAS:
TOTAL SITE = 350,285 sq. ft. or 8.04 acres
LOT 1 = 273,380 sq. ft. or 6.27 acres
LOT 2 = 33,113 sq. ft. or 0.76 acres
LOT 3 = 12,987 sq. ft. or 0.30 acres
LOT 4 = 15,246 sq. ft. or 0.35 acres
LOT 5 = 15,539 sq. ft. or 0.36 acres



SOUTHEAST CORNER OF THE SOUTHWEST QUARTER,
SECTION 33, TOWNSHIP 28, RANGE 22, DAKOTA COUNTY,
CAST IRON MONUMENT
ALSO, NORTHWEST CORNER LOT 2, BLOCK 1,
KRECH'S KNOLLWOOD ESTATES THIRD ADDITION.

Client	MR JAMES H. KRECH 2585 62ND STREET EAST INVER GROVE HEIGHTS, MN 55076 651-789-4120	Design by	JF	Original date	12-4-07	I hereby certify that this plat, specification or report was prepared by me or under my direct supervision, and that I am a duly Registered Engineer and Surveyor under the laws of the State of Minnesota. Jonathan L. Farnes Date: 12-4-07 Minnesota Reg. No. 16464
LAKE AND LAND SURVEYING, INC.	1296 HUDSON ROAD, ST PAUL, MN P.O. BOX (651) 776-8211	Drawn by	JF	Revisions		
		Survey book No.				Page Title PRELIMINARY PLAT
		S.A.P. number	2007.109			Sheet number 2 of 3

Memorandum

City of Inver Grove Heights

To: Alan Hunting, City Planner
From: Steve W. Dodge, Assistant City Engineer
Date: January 29, 2008
Subject: Krech Preliminary Plat and Lot Width Variance Request
Five-lot Single Family Residential Subdivision Site Plan
Case No. 08-01SV

Mr. Hunting,

This memorandum is to summarize the Engineering Division comments for the above referenced Site Plan:

- 1) Existing Easement Vacation Request: Recommendation for Approval on the condition that the Project's plat is recorded within a timely manner.
- 2) A condition for Lot 5 that the grading plan and structures shall be designed to direct all hard surface drainage (including all roof surfaces) and storm water runoff to Blaine Avenue.
- 3) A condition for Lot 3 & 4 that the curb cut for the proposed shared driveway is installed as part of the Project.
- 4) All lots shall have a condition that tree disturbance shall be minimized to within twenty feet of the house footprint or driveway as approved by the City.
- 5) Requirements prior to receiving building permit:
 - a. Owner of subject lot to submit grading, drainage, and erosion control plan signed by a Minnesota Registered Engineer that clearly identifies the building footprint, impervious areas, tree clearing limits, drainage directions & slopes, existing & proposed contours, retaining walls, erosion control measures, and complies with the provisions of a custom graded lot. Existing contours, topographic features, and elevations shall be created from survey of existing conditions and signed by a Registered Land Surveyor.
 - b. Owner to execute custom grading agreement and provide \$10,000 letter of credit or cash escrow for assurance that the approved plan is followed.
 - c. Grading, drainage and erosion control plans have been approved by City Engineer.
 - d. Plat, development contract, and custom grading agreement have been recorded.
 - e. Any disturbances within the City right-of-way for purposes of the Project have been restored.

(Requirements prior to receiving building permit: Continued)

- f. Retaining walls over 4-feet must be permitted through the City.
 - g. Elevation views of the building to be supplied for proof of how the building will fit the terrain of the lot.
 - h. Developer shall have paid in full the Planning, Engineering, and legal fees in conjunction with the proposed development approval process.
 - i. A private utility easement shall be purchased from the City and recorded with the County in order to service Lot 2 with sewer and water service.
 - j. A cash escrow of \$3,000.00 shall be submitted to the Engineering Division for purposes of City Technicians time for erosion control inspections and for emergency funds in the event the erosion control items need to be corrected by the City for protection of the public.
- 6) A portion of the 62nd Street East temporary cul-de-sac right-of-way may be vacated by the City with a drainage and utility easement left in it's place in order to straighten out the right-of-way to fit the standard 60-foot roadway right-of-way.
- 7) The lowest floor elevations (LFE) allowed for each new lot must be shown on the lot. The LFE shown must be calculated based of the existing sanitary sewer service elevations provided on the as-builts. The sanitary sewer as-built elevations shall also be shown on the plans.
- 8) Prior to building the foundation the sanitary sewer as-built elevation must be verified in the field.
- 9) Lot 5 has mature trees on the north side which would be beneficial to save. Lot 5 should be reconfigured to save the trees if the Developer so chooses.
- 10) City sidewalk through the driveway of each lot shall be reconstructed to 6-inch concrete depth no less than 5 feet past each side of the driveway entrance location. The driveways shall be constructed with concrete aprons between sidewalk and curb per the City standard details.
- 11) Street opening permit shall be required for approval of the driveway location, the construction thereof, and restoration of the City right-of-way. Additional street opening permit requirements apply.
- 12) An as-built plan signed by a Registered Licensed Surveyor for the Custom Graded Lot shall be approved by the City Engineer prior to obtaining the occupancy permit.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Approve Carryover of Unused Budget Appropriations and Approve Transfers

Meeting Date: February 25, 2008
 Item Type: Regular
 Contact: Ann Lanoue 651-450-2517
 Prepared by: Ann Lanoue, Finance Director
 Reviewed by: N/A



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

PURPOSE/ACTION REQUESTED

Approve the Carryover of Unused Budget Appropriations from the 2007 Budget to 2008 and Approve Transfers effective 12/31/07.

SUMMARY

Appropriations for the 2007 Budget expired as on December 31, 2007. As in past years some items were not completed in 2007 and we are requesting carryover of unused 2007 appropriations to the 2008 Budget. They are:

- Public Safety - \$5,000 donation received in December 2007 for police equipment
- Fire - \$56,000 – unspent grant funds for Vehicle Exhaust Ventilation system
- Fire - \$35,000 – for rooftop heaters at Station 1
- Fire - \$3,000 – for First Responder training not completed in 2007
- Fire - \$10,600 – unused SCBA testing funds to purchase a machine to test SCBA internally rather than hire an outside company
- Fire - \$32,600 – unspent grant funds for 800 Mhz radios not used in 2007
- Fire - \$4,600 – unspent funds for fire prevention training materials
- Streets - \$190,000 – storm drainage projects delayed by easement acquisition
- Streets - \$94,000 for storm water pond inlet and outlet structures
- Recreation - \$10,000 for P & R Software which is still in the process of being implemented.
- Community Center - \$9,000 from the Community Center for the P & R Software
- Community Center – \$16,800 for an energy audit.
- Community Center - \$6,600 for the balance of the facility enhancement study still in progress
- Water Utility - \$5,000 – for commercial water meter/testing program in 2008
- Water Utility - \$2,800 – for final work on the generator for Well No. 4
- Sewer Utility - \$34,900 – relining & rehabilitation of sanitary sewer

In addition we are requesting three transfers effective December 31, 2007. One is to transfer \$27,188 in the planning services account to the Planning Services Project in Fund 420. Another is to transfer the \$60,000 in the planning services account to Project 0720 – Comprehensive Plan Update. The third transfer is to transfer out the remaining \$300,000 in Capital Outlay – Land in Community Development to Project 9811 for acquisition of properties in the Doffing Avenue Area.

We are still in the process of closing the books for 2007 in preparation for the audit scheduled for March 3 – 14. We anticipate coming back to the City Council in the next month with the final

transfer for the Community Center Fund. We anticipate that this will be significantly less than the budgeted amount of \$641,000.

Attached to this summary is the resolution for these actions, copies of requests for carryovers from departments and preliminary budget to actual schedules for the General Fund, Recreation Fund Community Center Fund, Water Operating Fund and Sewer Operating Fund prior to these transactions.

RECOMMENDATION

I recommend approval of the attached resolution.

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

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING AND DIRECTING THE CARRYOVER OF 2007
BUDGET APPROPRIATIONS BY AMENDING THE 2008 BUDGET AND
APPROVING 2007 TRANSFERS**

WHEREAS, there are a number of items that were appropriated for in the 2007 Budget which were not accomplished during the fiscal year, and

WHEREAS, it is desirable that these items be accomplished during 2008 and there needs to be budget appropriations in the 2008 Budgets for these items.

NOW, THEREFORE BE IT RESOLVED, BY THE CITY OF INVER GROVE HEIGHTS: that the 2008 Budgets are hereby amended as follows:

General Fund:

Public Safety	101-4000-421.60-40	Increase \$	5,000
Fire	101-4200-423.80-20	Increase	91,000
Fire	101-4200-423.30-70	Increase	13,600
Fire	101-4200-423.60-40	Increase	32,600
Fire	101-4200-423.60-11	Increase	4,600
Streets	101-5200-443.40-46	Increase	190,000
Streets	101-5200-443.40-47	Increase	94,000
Contribution from Fund Balance	101-0000-399.10-00	Increase	348,900
Recreation Fund	504-6100-452.80-62	Increase	10,000
Contribution from Fund Balance	504-0000-399.10-00	Increase	10,000
Community Center Fund	505-6200-453.80-62	Increase	9,000
	505-6200-453.30-70	Increase	16,800
	505-6200-453.30-30	Increase	6,600
Contribution from Fund Balance	505-0000-399.10-00	Increase	32,400
Water Utility Fund	501-7100-512.40-43	Increase	5,000
	501-7100-512.80-80	Increase	2,800
Contribution from Retained Earnings	501-0000-399.20-00	Increase	7,800
Sewer Utility Fund	502-7200-514.40-43	Increase	34,900
Contribution from Retained Earnings	502-0000-399.20-00	Increase	34,900

BE IT FURTHER RESOLVED, that the following transfers are authorized effective December 31, 2007:

From: General Fund	101-9200-590.91-10	\$387,188
To: 2000 Local Improvement Construction Fund	420-0000-391.10-00	27,188
To: 2005 Local Improvement Construction Fund	427-0000-391.10-00	60,000
To: 2007 Local Improvement Construction Fund	425-0000-391.10-00	300,000

Adopted by the City of Inver Grove Heights this 25th day of February 2008.

Ayes:

Nays:

George Tourville, Mayor

ATTEST:

Melissa Rheame, Deputy Clerk

MEMO

CITY OF INVER GROVE HEIGHTS

TO: Ann Lanoue, Finance
FROM: Lieutenant Larry Stanger, Public Safety
DATE: December 12, 2007
SUBJECT: **Donation**

Pursuant to City Council action, Item 4-J, on December 10, 2007, here is a check for \$5000.00 that was donated to the Inver Grove Heights Police Department from Dakota Victim Offender Panel.

Items purchased by this donation will not be obtained until after January 1, 2008 so we would like to carry this donation over into the 2008 budget.

TO: Ann Lanoue, Finance Director
FROM: Judy Thill, Fire Chief
SUBJECT: Budget Rollover
DATE: February 20, 2008

I would like to rollover 2007 Fire Department funds to 2008 in the following accounts:

- 80-20 Capital Outlay \$91,000
- \$56,000 was rolled over from 2006 for ADA compliance at Station 3 and was not completed
 - \$35,000 was for rooftop heaters at Station 1 that was not completed in 2007
 - Both will be completed in 2008
- 30-70 Other Professional Services \$13,600
- \$3,000 was for First Responder Training that was not completed but is in process now
 - \$10,600 of which about \$4,000 - \$5,0000 was to be used for a company to test our Self-Contained Breathing Apparatus (SCBA). The rest was unspent fees for instructors. This SCBA testing is required annually. I would like to roll \$10,600 into Capital to purchase a machine that can test our SCBA's in-house. The cost of the machine is approximately the same cost of two years worth of testing by an outside company. If we purchase the machine, we would save the annual cost to have someone else conduct these tests.
- 60-40 Small Tools \$32,644
- This money was placed in this account for the 2006 grant for 800 MHz radios. Because of the delay to switch over to the new Dispatch Center, we had to wait on installation of the new radios until 2008. This money will be used for installation costs and spare radios, as well as some fire prevention material – all authorized under the grant.
- 60-11 Training Supplies \$4,600
- This money would be used for fire prevention training material which will help in the required match for the grant in 60-40.

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

MEMO

CITY OF INVER GROVE HEIGHTS

TO: Ann Lanoue, Finance Director
FROM: Scott Thureen, City Engineer *ST*
DATE: February 20, 2008
SUBJECT: Requested Funds to be Encumbered in 2008

Public Works is requesting that the following funds from the 2007 budget be encumbered for 2008.

<u>Streets</u>	<u>Description</u>	<u>Amount</u>
Account No. 101-5200-443-40-46	Repair and Maintenance – Roads	\$190,000

These funds are programmed for two storm water drainage repair/modification projects located on Old Concord Boulevard, south of 89th Street East; and on 79th Street East, between Bowman Avenue and Blanchard Way. The projects were delayed by the easement acquisition process.

<u>Streets</u>	<u>Description</u>	<u>Amount</u>
Account No. 101-5200-443-40-47	Repair and Maintenance – Structures	\$94,000

These funds are programmed for maintenance at storm water pond inlet and outlet structures. We spent approximately \$75,000 on this work last fall and have identified an additional \$150,000 in necessary repair and maintenance work based on last year's inspections of the system.

<u>Water</u>	<u>Description</u>	<u>Amount</u>
Account No. 501-7100-512-40-43	Repair and Maintenance – Utilities	\$5,000

These funds are for expansion of our commercial water meter testing/replacement program in 2008.

<u>Water</u>	<u>Description</u>	<u>Amount</u>
Account No. 501-7100-512-80-80	Capital Outlay	\$2,815

This capital outlay item is a new standby power generator at Well #4 purchased from Total Construction. Payments to date are \$53,485 of a total contract amount of \$56,300. Total is waiting for delivery of power cords that connect generator to building before invoicing the final \$2,815.

<u>Sewer</u>	<u>Description</u>	<u>Amount</u>
Account No. 502-7200-514-40-43	Repair and Maintenance – Utilities	\$34,889

The work that these funds are intended for (cipp sewer lining) was not started until November and was completed in January. We should be receiving the invoice soon.

If you have any questions regarding any of the requests, please contact me.

ST/kf

Ann Lanoue

From: Eric Carlson
Sent: Tuesday, February 19, 2008 10:40 AM
To: Ann Lanoue
Cc: Tracy Petersen; Adam Brotzler; Teri O'Connor
Subject: Carry-Over's

Ann

The P & R carry over should be as follows:

VMCC Energy Audit

Our proposed costs are \$16,750. If approved by Xcel Energy, Xcel Energy may provide up to 50% of the cost not to exceed \$15,000. If Xcel Energy provides the maximum amount, the total cost to Inver Grove Hills Community Center would be \$8,375 and Xcel Energy would be responsible for \$8,375.

VMCC Facility Enhancement Study

\$6,600 for facility enhancement study approved by the Council...Ankeny Kell Architects is the firm performing the study. (We have paid \$2,567 of this so far).

P & R Software

\$19,000 for P & R software, \$10,000 of this from Recreation, and \$9,000 from VMCC. (We have paid \$17,436.75 to date and all of it came from the VMCC budget.)

Questions, please let me know.

Eric

Eric
Eric Carlson
Parks & Recreation Director
City of Inver Grove Heights
8055 Barbara Ave E
Inver Grove Heights, MN 55077

Office: 651.450.2587
Fax: 651.450.2490
Cell: 763.350.8850

Email: ecarlson@ci.inver-grove-heights.mn.us
Web: www.ci.inver-grove-heights.mn.us
Inver Wood Golf Course: www.inverwood.org
Veterans Memorial Community Center: www.funatthegrove.com

MEMO

CITY OF INVER GROVE HEIGHTS

TO: Ann Lanoue, Director of Finance
FROM: Thomas J. Link, Director of Community Development 
DATE: February 19, 2008
SUBJECT: 2007 Budget - Carryover

I hereby request that the following unused funds from the 2007 budget be carried over to 2008:

- Community Development – Capital Outlay – Land (3000-419-80-10) \$300,000: These funds are budgeted for the acquisition of properties in the Doffing Avenue Area. The program, which began in 1999, will carry through 2008 and into subsequent years. The funds were not used in 2007 because the number of acquisitions was small and the City was able to use grant funds. However, the number of acquisitions is expected to increase significantly in 2008 while the level of grant assistance will drop sharply. Currently, we are completing or negotiating for the acquisition of five properties.
- Planning – Planning Services (3200-419-30-60) \$87,187.86: The planning activities scheduled for 2007 will continue into the year 2008. These projects include various studies in the Northwest Area, environmental remediation in the Concord Neighborhood, updating of planning database, and updating of the comprehensive plan. \$60,000 should be transferred to the 2007 Comprehensive Plan Update (Project #0720) (account 427-5920-727) and \$27,187.86 should be transferred to the Planning Services Fund 420 (account 420-5918-720).

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

TJL/kf

cc: Allan Hunting, City Planner
Frank Martin, Chief Building Official

City of Inver Grove Heights, Minnesota
Statement of Revenues, Expenditures, and
Changes in Fund Balance - Budget and Actual
General Fund
For the Year Ended December 31, 2007

	Budget		Preliminary Actual Amounts	Variance with Final Budget- Positive (Negative)
	Original	Final		
REVENUES				
General property tax	\$ 12,766,900	\$ 12,766,900	\$ 12,216,016	\$ (550,884)
Intergovernmental revenue	400,800	400,800	1,202,639	801,839
Licenses and permits	860,700	860,700	976,524	115,824
Charges for services	704,200	704,200	983,602	279,402
Fines and forfeits	165,000	165,000	196,372	31,372
Franchise fees	65,000	65,000	71,693	6,693
Rentals	113,000	113,000	108,697	(4,303)
Donations	-	-	7,030	7,030
Investment income	100,000	100,000	217,339	117,339
Miscellaneous	3,200	3,200	25,366	22,166
Total revenues	<u>15,178,800</u>	<u>15,178,800</u>	<u>16,005,278</u>	<u>826,478</u>
EXPENDITURES				
Current:				
General government	1,766,700	1,766,700	1,735,230	31,470
Public safety	6,666,600	6,666,600	6,484,710	181,890
Public works	3,292,200	3,387,200	2,964,750	422,450
Recreation	1,469,000	1,469,000	1,430,918	38,082
Community development	1,308,700	1,308,700	1,143,327	165,373
Contingency	150,000	150,000	-	150,000
Capital outlay	185,000	401,900	33,382	368,518
Total expenditures	<u>14,838,200</u>	<u>15,150,100</u>	<u>13,792,317</u>	<u>1,357,783</u>
Excess of revenue over (under) expenditures	<u>340,600</u>	<u>28,700</u>	<u>2,212,961</u>	<u>2,184,261</u>
OTHER FINANCING (USES) SOURCES				
Transfers in	1,382,400	1,382,400	1,382,400	-
Transfers (out)	(1,773,000)	(1,773,000)	(1,833,000)	(60,000)
Total other financing (uses) sources	<u>(390,600)</u>	<u>(390,600)</u>	<u>(450,600)</u>	<u>(60,000)</u>
Net change in fund balance	<u>\$ (50,000)</u>	<u>\$ (361,900)</u>	1,762,361	<u>\$ 2,124,261</u>
Fund balance - beginning			<u>3,854,788</u>	
Fund balance - ending			<u>\$ 5,617,149</u>	

City of Inver Grove Heights, Minnesota
Schedule of Revenues, Expenditures, and
Changes in Fund Balance - Budget and Actual
Recreation Fund
For the Year Ended December 31, 2007

	<u>Budget</u>		Preliminary Actual Amounts	Variance with Final Budget- Positive (Negative)
	<u>Original</u>	<u>Final</u>		
REVENUES				
Charges for services	\$ 226,400	\$ 226,400	\$ 234,138	\$ 7,738
Donations	-	-	5,075	
Investment income	-	-	16,649	16,649
Miscellaneous	1,000	1,000	1,924	924
Total revenues	<u>227,400</u>	<u>227,400</u>	<u>257,786</u>	<u>25,311</u>
EXPENDITURES				
Current:				
Recreation	<u>714,200</u>	<u>714,200</u>	<u>641,524</u>	<u>72,676</u>
Total expenditures	<u>714,200</u>	<u>714,200</u>	<u>641,524</u>	<u>72,676</u>
Excess of revenue over (under) expenditures	<u>(486,800)</u>	<u>(486,800)</u>	<u>(383,738)</u>	<u>103,062</u>
OTHER FINANCING SOURCES				
Transfers in	<u>490,000</u>	<u>490,000</u>	<u>490,000</u>	<u>-</u>
Total other financing (uses) sources	<u>490,000</u>	<u>490,000</u>	<u>490,000</u>	<u>-</u>
Net change in fund balance	<u>\$ 3,200</u>	<u>\$ 3,200</u>	106,262	<u>\$ 103,062</u>
Fund balances - beginning			<u>284,452</u>	
Fund balances - ending			<u>\$ 390,714</u>	

City of Inver Grove Heights, Minnesota
Schedule of Revenues, Expenditures, and
Changes in Fund Balance - Budget and Actual
Community Center Fund
For the Year Ended December 31, 2007

	<u>Budget</u>		Preliminary Actual Amounts	Variance with Final Budget- Positive (Negative)
	<u>Original</u>	<u>Final</u>		
REVENUES				
Charges for services	\$ 2,060,600	\$ 2,060,600	\$ 1,948,807	\$ (111,793)
Rentals	36,800	36,800	36,200	(600)
Donations	130,000	130,000	141,029	11,029
Miscellaneous	1,200	1,200	4,652	3,452
Total revenues	<u>2,228,600</u>	<u>2,228,600</u>	<u>2,130,688</u>	<u>(97,912)</u>
EXPENDITURES				
Current				
Recreation	2,591,600	2,591,600	2,496,901	94,699
Capital outlay	278,000	278,000	9,317	268,683
Total expenditures	<u>2,869,600</u>	<u>2,869,600</u>	<u>2,506,218</u>	<u>363,382</u>
Excess of revenue over (under) expenditures	<u>(641,000)</u>	<u>(641,000)</u>	<u>(375,530)</u>	<u>265,470</u>
OTHER FINANCING (USES) SOURCES				
Transfers in	641,000	641,000		(641,000)
Total other financing (uses) sources	<u>641,000</u>	<u>641,000</u>	<u>-</u>	<u>(641,000)</u>
Net change in fund balances	<u>\$ -</u>	<u>\$ -</u>	(375,530)	<u>\$ (375,530)</u>
Fund balances - beginning			-	
Fund balances - ending			<u>\$ (375,530)</u>	

City of Inver Grove Heights, Minnesota
Schedule of Revenues, Expenditures, and
Changes in Fund Balance - Budget and Actual
Water Operating Fund
For the Year Ended December 31, 2007

	<u>Budget</u>		Preliminary Actual Amounts	Variance with Final Budget- Positive (Negative)
	<u>Original</u>	<u>Final</u>		
REVENUES				
Utility Revenues	\$ 2,875,700	\$ 2,875,700	\$ 2,958,530	\$ 82,830
Investment income	150,000	150,000	384,494	234,494
Total revenues	<u>3,025,700</u>	<u>3,025,700</u>	<u>3,343,024</u>	<u>317,324</u>
EXPENDITURES				
Current	2,164,600	2,174,600	2,143,275	31,325
Capital outlay	19,400	87,400	72,859	14,541
Total expenditures	<u>2,184,000</u>	<u>2,262,000</u>	<u>2,216,134</u>	<u>45,866</u>
Excess of revenue over (under) expenditures	<u>841,700</u>	<u>763,700</u>	<u>1,126,890</u>	<u>363,190</u>
OTHER FINANCING (USES) SOURCES				
Transfers (out)	<u>(422,900)</u>	<u>(422,900)</u>	<u>(1,065,778)</u>	<u>(642,878)</u>
Total other financing (uses) sources	<u>(422,900)</u>	<u>(422,900)</u>	<u>(1,065,778)</u>	<u>(642,878)</u>
Net change in fund balances	<u>\$ 418,800</u>	<u>\$ 340,800</u>	61,112	<u>\$ (279,688)</u>
Unrestricted Net assets - beginning			<u>9,553,613</u>	
Unrestricted Net assets - ending			<u>\$ 9,614,725</u>	

City of Inver Grove Heights, Minnesota
Schedule of Revenues, Expenditures, and
Changes in Fund Balance - Budget and Actual
Sewer Operating Fund
For the Year Ended December 31, 2007

	<u>Budget</u>		Preliminary Actual Amounts	Variance with Final Budget- Positive (Negative)
	<u>Original</u>	<u>Final</u>		
REVENUES				
Utility Revenues	\$ 2,562,500	\$ 2,562,500	\$ 2,506,396	\$ (56,104)
Investment income	75,000	75,000	183,784	108,784
Total revenues	<u>2,637,500</u>	<u>2,637,500</u>	<u>2,690,180</u>	<u>52,680</u>
EXPENDITURES				
Current	2,443,100	2,458,100	2,264,489	193,611
Capital outlay	9,000	18,000	9,585	8,415
Total expenditures	<u>2,452,100</u>	<u>2,476,100</u>	<u>2,274,074</u>	<u>202,026</u>
Excess of revenue over (under) expenditures	<u>185,400</u>	<u>161,400</u>	<u>416,106</u>	<u>254,706</u>
OTHER FINANCING (USES) SOURCES				
Transfers (out)	-	-	(189,882)	(189,882)
Total other financing (uses) sources	<u>-</u>	<u>-</u>	<u>(189,882)</u>	<u>(189,882)</u>
Net change in fund balances	<u>\$ 185,400</u>	<u>\$ 161,400</u>	226,224	<u>\$ 64,824</u>
Unrestricted Net assets - beginning			<u>4,712,952</u>	
Unrestricted Net assets - ending			<u>\$ 4,939,176</u>	