

INVER GROVE HEIGHTS CITY COUNCIL AGENDA
MONDAY, MARCH 24, 2008
8150 BARBARA AVENUE
7:30 P.M.

1. CALL TO ORDER
2. ROLL CALL
3. PRESENTATIONS

A. Progress Plus

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 – March 10, 2008 Regular Council Meeting _____
- B. Resolution Approving Disbursements for Period Ending March 18, 2008 _____
- C. Pay Voucher No. 1 – City Project No. 2006–04, Drilling of City Well No. 9 _____
- D. Change Order No. 7 and Pay Voucher No. 9 for City Project No. 2005–22, Cahill South Street and Utility Improvements _____
- E. Approve Evergreen Land Services Request to Amend Contract for Land Acquisition Mgt. Services for City Project No. 2003–15, NW Area Trunk Utility Improvements _____
- F. Approve Consultant for VMCC Gymnasium Flooring Replacement _____
- G. Resolution Approving Plans & Specifications and Authorizing Advertisement for Bids, City Project No. 2003–03, Southern Sanitary System _____
- H. Resolution Approving Joint Powers Agreement with Dakota County for the Reconstruction of CR–28 (80th Street) from T.H. 3 (Robert Street) to CSAH 73 (Babcock Tr.) for City Project No. 2003–15, NW Area Trunk Utility Improvements and County Project No. 28–36 _____
- I. Qwest – Agreement Regarding Relocation of Facilities and Reservation of Rights _____
- J. Approve Temporary Easement Agreement with the City of South Saint Paul Allowing Use of a Portion of South Saint Paul Airport Land for City Project No. 2008–09D _____
- K. Approve Changes/Updates to IGHFD Relief Association Bylaws & Articles of Incorp. _____
- L. Revisions to Position Description for Training Officer in the Fire Department & Adjustment to the Compensation Level _____
- M. Approve Temporary Charitable Gambling Permit – IGH Softball Federation _____
- N. 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**

A. **CITY OF INVER GROVE HEIGHTS**; Consider Transfer of Applebee’s On-Sale/Sunday Intoxicating Liquor License _____

7. **REGULAR AGENDA**

COMMUNITY DEVELOPMENT:

A. **WENDY OJALA**; Consider Resolution relating to a **Variance** to Exceed the Maximum Allowed Impervious Surface Coverage for property located at 11579 Avery Drive _____

B. **LAFAYETTE TOWNHOME ASSOCIATION**; Consider Request to allow a Modification to the Landscaping Plan for Lafayette 2nd Addition to Expand the Natural Area Buffer _____

C. **CITY OF INVER GROVE HEIGHTS**; Consider First Reading of an **Ordinance Amendment** to Allow Wall Signs up to 350 square feet in the I-1 and I-2 Zoning Districts _____

FINANCE:

D. **CITY OF INVER GROVE HEIGHTS**; Consider Resolution Authorizing the 2007 Transfer From the Host Community Fund to the Community Center Fund _____

PUBLIC WORKS:

E. **CITY OF INVER GROVE HEIGHTS**; Consider Resolution Receiving Feasibility Report & Scheduling Public Hearing for City Project No. 2001-12, Concord Boulevard Improvement – Corcoran Path to 65th St. East _____

F. **CITY OF INVER GROVE HEIGHTS**; Consider Resolution Banning Parking on Concord Blvd. from 1121 Feet South of Corcoran Path to 83 Feet South of 65th St. East _____

G. **CITY OF INVER GROVE HEIGHTS**; Consider Resolution Receiving Feasibility Report & Scheduling Public Hearing for City Project No. 2008-11, Southern Sanitary Sewer – East Segment _____

H. **CITY OF INVER GROVE HEIGHTS**; Consider Resolution Authorizing an Agreement with Dakota County for Engineering, Right-of-Way Acquisition and Highway Construction for County Project No. 56-07, Reconstruction of County State Aid Highway 56 (Concord Blvd.) from 66th St. to North City Limits of Inver Grove Heights (City Project No. 2001-12) _____

I. **CITY OF INVER GROVE HEIGHTS**; Consider First Reading of Ordinance relating to Administration & Regulation of Public Rights-of-Way in the Public Interest and to Provide for the Issuance & Regulation of Right-of-Way Permits for Right-of-Way Users; Adding Sec. 810 to the Inver Grove Heights City Code _____

PARKS & RECREATION:

- J. **CITY OF INVER GROVE HEIGHTS;** Consider Awarding Phase II Refrigeration Bids –
City Project 2008–06
-

ADMINISTRATION:

- K. **CITY OF INVER GROVE HEIGHTS;** Consider Approving MIS Tech Position Description for
Advertisement
-

- L. **CITY OF INVER GROVE HEIGHTS;** Consider Communications Plan for Seeking Public Input on
Proposed Public Safety Addition/City Hall Renovation
-

8. **MAYOR AND COUNCIL COMMENTS**

9. **EXECUTIVE SESSION**

- A. Consideration of Easement Acquisitions

9. **ADJOURN**

**INVER GROVE HEIGHTS CITY COUNCIL MEETING MINUTES
MONDAY, MARCH 10, 2008 - 8150 BARBARA AVENUE**

CALL TO ORDER/ROLL CALL The City Council of Inver Grove Heights met in regular session on Monday, March 10, 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:

Mr. Allan Cederberg removed **Item 4A, Minutes of February 25, 2008 Regular Council Meeting** from the Consent Agenda.

Council member Piekarski Krech removed **Item 4F, Schedule Special Meeting** from the Consent Agenda.

- B. Resolution 08-46** approving disbursements for period ending March 5, 2008
- C. Pay Voucher #5** – Northwest Area Utility Improvements, Lift Station R-9.1 City Project No. 2003-15A
- D. Pay Voucher No. 17** – City Project No. 2006-05, Water Treatment Facility Expansion
- E. Resolution 08-47** retaining the law firm of Kennedy & Graven to act as Special Legal Counsel with respect to the issues of utility relocation for City Project 2003-15
- G. Resolution 08-48** Renewing Charitable Gambling Permit: St. Paul Park-Newport Lions Club
- H. Resolution 08-49** Approving Charitable Gambling Permit: CLIMB Theatre, Inc.
- I. Personnel Actions**

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

Ayes: 5

Nays: 0 Motion carried.

- A. Minutes** – February 25, 2008 Regular Council Meeting

Mr. Cederberg questioned the reason for Council's decision to enter into a settlement agreement with United Properties.

Mayor Tourville explained that the settlement agreement was discussed with special legal counsel in executive sessions and the details of those discussions are subject to the attorney-client privilege.

Motion by Piekarski Krech, seconded by Grannis to approve the Minutes of February 25, 2008 Regular Council Meeting

Ayes: 5

Nays: 0 Motion carried.

- F. Schedule Special Meeting**

Council member Piekarski Krech asked what time the proposed meeting would be held.

Mr. Lynch responded that the proposed meeting would start at 5:30 p.m. on April 7th.

Motion by Piekarski Krech, seconded by Grannis to schedule a Special Council Meeting on April 7, 2008 at 5:30 p.m.

Ayes: 5

Nays: 0 Motion carried.

5. PUBLIC COMMENT: None.

6. PUBLIC HEARINGS:**A. CITY OF INVER GROVE HEIGHTS;** Table Consideration of Applebee's On-Sale/Sunday Intoxicating Liquor License Transfer

Mayor Tourville explained that there was a recent change in on-site operation manager and a background investigation needs to be completed prior to consideration of the license transfer.

Motion by Piekarski Krech, seconded by Grannis to table consideration of Applebee's On-Sale/Sunday Intoxicating Liquor License Transfer to March 24, 2008**Ayes: 5****Nays: 0 Motion carried.****7. REGULAR AGENDA****COMMUNITY DEVELOPMENT:****A. JAMES ABBOTT;** Consider a Resolution relating to a Variance to exceed the maximum allowed impervious surface coverage for property located at 6720 Argenta Trail

Mr. Link reviewed the property's location and discussed the applicant's request to construct an addition on his existing home. He explained that the property has a special condition in that it is a very large lot given the zoning district in which it is located. He noted that the addition would only increase the impervious coverage by 1%. He stated that both the Planning Commission and planning staff recommended approval of the variance.

Motion by Klein, seconded by Madden, to approve Resolution 08-50 relating to a Variance to exceed the maximum allowed impervious surface coverage for property located at 6720 Argenta Trail**Ayes: 5****Nays: 0 Motion carried.****B. TOM & JULIE ANDERSON;** Consider the following Resolutions for the property located at 10579 Borman Avenue:

- i) Resolution relating to a Variance to construct an accessory structure that encroaches into the required rear yard setback
- ii) Resolution relating to a Conditional Use Permit to allow steel siding on an accessory structure

Mr. Link stated that the applicant is requesting a variance to construct an accessory structure 35 feet from the rear property line whereas 50 feet is required by City Code. He explained that a hardship for the variance could be found based on the fact that there are no other compliant building locations on the property due to topography and the location of the drain field. He noted that the property does not currently have an accessory building and there would be limited visibility to the neighbors. He stated that both planning staff and the Planning Commission recommended approval of the requests.

Motion by Madden, seconded by Klein to approve Resolution 08-51 relating to a Variance to construct an accessory structure that encroaches into the required rear yard setback and Resolution 08-52 relating to a Conditional Use Permit to allow steel siding on an accessory structure.**Ayes: 5****Nays: 0 Motion carried.**

C. LANCE LEMIEUX-SOUTHVIEW SENIOR LIVING; Consider the following requests for property located at 7260 South Robert Trail:

- i) Resolution relating to a Comprehensive Plan Amendment to change the land use designation from LDR, Low Density Residential to HDR, High Density Residential
- ii) An Ordinance Amendment rezoning the property from A, Agricultural to R-3C/PUD, Multiple Family Planned Unit Development
- iii) Resolution relating to a Preliminary Plat and Preliminary PUD Development Plan for one lot subdivision and a three story senior living facility with daycare
- iv) Resolution relating to a Conditional Use Permit to operate a day care facility in a multiple family residence

Heather Botten, Associate Planner, reviewed the location of the property. She explained that the applicant has been working with the neighboring church on an agreement for a private drive over the church property to have temporary access onto the existing Allen Way. She stated that the applicant is requesting flexibility from the ordinance in the area of maximum building coverage and noted that all other requirements of the ordinance have either been met in the design, or are added as conditions of approval. She added that the applicant has also requested that the park dedication fees be reduced.

Mr. Lynch explained that an option of a park dedication credit was discussed during preliminary conversations between staff and the developer. He recommended that the requests be approved with the full park dedication fee and that Council further direct staff to negotiate the park dedication fees with the applicant.

Mayor Tourville commented that a precedent had been set because the Council has previously approved reduced park dedication fees for similar facilities.

Council member Grannis asked if there was a guarantee that lower park dedication fees would translate into reduced rent costs for residents.

Link Wilson, project architect, discussed the planned development and the need for this type of facility in the area. He stated that this would be a sustainable (green) project. He indicated that the applicant was agreeable to working with staff on the issues regarding park dedication fees and added that every dollar saved on the project would go back to the residents in some form, including lower rent costs.

Council member Piekarski Krech expressed concerns regarding the proposed staffing plans for the facility.

Council member Madden questioned who would pay for the necessary street improvements.

Mr. Wilson stated that there is an agreement with Amazing Grace Church to use their property to access Allen Way. He explained that there would be a shared cost with Mn/DOT for street improvements and noted that the Mn/DOT has indicated that funding for the planned improvements would not be available until 2014.

Council member Grannis suggested that the policy and any change be brought back to the Parks & Recreation Advisory Commission.

Mr. Carlson stated that the preliminary plan would and they will work with the City Attorney to establish guidelines for senior housing.

Motion by Klein, seconded by Madden to approve Resolution 08-53 relating to a Comprehensive Plan Amendment to change the land use designation from LDR to HDR, Ordinance 1173 rezoning the property from A to R-3C/PUD, Resolution 08-54 relating to a Preliminary Plat and Preliminary PUD Development Plan for a one lot subdivision and a three story senior living facility with daycare and Resolution 08-55 relating to a Conditional Use Permit to operate a day care facility in a multiple family residence.

Ayes: 5

Nays: 0 Motion carried.

PUBLIC WORKS:**D. CITY OF INVER GROVE HEIGHTS;** Consider Resolution Receiving Feasibility Report and Scheduling a Public Hearing for City Project No. 2008-09D, 2008 Pavement Management Program, 2008 Urban Street Reconstruction Project – South Grove Area 3

Mr. Thureen explained that the project involves reconstructing all streets including subgrade correction, new curb and gutter and new storm sewer throughout the project area. He referenced the more detailed project components in the project feasibility report. He stated that the total project cost is estimated to be \$4,247,500 and a comprehensive funding package was prepared to cover the project costs.

Mayor Tourville commented on the extensive water issues within the project area and suggested that the cost estimates of a ten year design for Storm Sewer Improvements also be provided to Council as an option for consideration.

Mr. Thureen discussed the current market home values and the funding challenges that are present in terms how much properties will be able to be assessed based on appraisals. He explained that the costs for a ten year design for Storm Sewer Improvements would increase by approximately \$210,275, for a total estimated project cost of \$4,457,775.

Motion by Piekarski Krech, seconded by Madden to approve Resolution 08-56 receiving feasibility report and scheduling a public hearing for City Project No. 2008-09D, 2008 Pavement Management Program, 2008 Urban Street Reconstruction Project – South Grove Area 3

Ayes: 5

Nays: 0 Motion carried.

E. CITY OF INVER GROVE HEIGHTS; Consider Resolution Approving Professional Services Agreement with WSB and Associates for Final Design on City Project No. 2001-12, Concord Boulevard Improvement – Corcoran Path to 65th Street East

Mr. Thureen stated that Concord Boulevard is proposed to be reconstructed by Dakota County in three phases and the second phase, from Corcoran Path to 65th Street will be bid this spring. He explained that the City has a 40 year old water main that should be replaced when the street reconstruction is done. He added that the design for the pipe replacement needs to be expedited to be included in the County's construction plans.

Council member Klein asked if there would be opportunities for public input regarding the reconstruction.

Mr. Thureen responded that the County has hosted several open houses and the City would also hold a public hearing for the project.

Mr. Lynch noted that both City and Dakota County staff have had meetings with private property owners to discuss the project.

Motion by Piekarski Krech, seconded by Grannis to adopt Resolution 08-57 approving Professional Services Agreement with WSB and Associates for Final Design on City Project No. 2001-12, Concord Boulevard Improvement – Corcoran Path to 65th Street East

Ayes: 5

Nays: 0 Motion carried.

ADMINISTRATION:**F. CITY OF INVER GROVE HEIGHTS;** Consider Appointments to Bow Hunting Task Force

Ms. Teppen explained that the City Council has solicited applications from residents who are interested in serving on a task force to study and advise the Council on the City's Bow Hunting Regulations. She stated that six applications were received.

Motion by Piekarski Krech, seconded by Madden to appoint all six applicants to Bow Hunting Task Force.

Ayes: 5

Nays: 0 Motion carried.

8. **MAYOR AND COUNCIL COMMENTS:**

9. **ADJOURN:** Motion by Klein, seconded by Madden to adjourn. The meeting adjourned by unanimous vote at 8:50 p.m.

DRAFT

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Meeting Date: March 24, 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 March 6, 2008 to March 18, 2008.

SUMMARY

Shown below is a listing of the disbursements for the various funds for the period ending March 18, 2008. The detail of these disbursements is attached to this memo.

General & Special Reveune	\$201,351.72
Debt Service & Capital Projects	287,084.96
Enterprise & Internal Service	233,148.46
Escrows	<u>28,044.72</u>
Grand Total for All Funds	<u><u>\$749,629.86</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 March 6, 2008 to March 18, 2008, and the listing of disbursements requested for approval.

DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. _____

**RESOLUTION APPROVING DISBURSEMENTS FOR THE
PERIOD ENDING March 18, 2008**

WHEREAS, a list of disbursements for the period ending March 18, 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	\$ 201,351.72
Debt Service & Capital Projects	287,084.96
Enterprise & Internal Service	233,148.46
Escrows	<u>28,044.72</u>
Grand Total for All Funds	<u>\$ 749,629.86</u>

Adopted by the City Council of Inver Grove Heights this 24th day of March, 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
03/10/2008	87132	POTBELLY SANDWICH WORKS	dinner - council meeting	101-1100-413.50-75		3/2008 * Total	124.97 124.97
03/12/2008	87133	ACCURINT - ACCOUNT #136	cust no 1369635	101-4000-421.50-20		3/2008 * Total	80.15 80.15
03/12/2008	87134	ACE PAINT & HARDWARE	cust no 1126	101-4200-423.60-40		3/2008 * Total	65.24 65.24
03/12/2008	87135	AFSCME COUNCIL 5	city of inver grove	101-0000-203.10-00		3/2008 * Total	876.92 876.92
03/12/2008	87137	ANCOM TECHNICAL CENTER	cust no 328	101-4200-423.60-40		3/2008 * Total	6,239.85 6,239.85
03/12/2008	87139	ARMOR HOLDINGS FORENSIC	cust no invgro	101-4000-421.60-65		3/2008 * Total	139.75 139.75
03/12/2008	87141	BRINKMAN, AMY	registration	101-1100-413.50-80		3/2008 * Total	79.00 79.00
03/12/2008	87147	DAKOTA CITY	city of inver grove hgts	101-4000-421.50-70		3/2008 * Total	5,448.00 5,448.00
03/12/2008	87151	DAKOTA ELECTRIC ASSN	acct no 4267134	101-5400-445.40-20		3/2008 * Total	25.54 25.54
03/12/2008	87156	FEDEX KINKO'S	cust 9980016701	101-3000-419.50-30		3/2008 * Total	31.43 31.43
03/12/2008	87157	FRED PRYOR SEMINARS	attende; jeff lundblad	101-4000-421.50-80		3/2008 * Total	128.00 128.00
03/12/2008	87158	G & K SERVICES	cust 74947 cust 74947	101-5200-443.60-45 101-6000-451.60-45		3/2008 3/2008 * Total	100.20 58.53 158.73
03/12/2008	87159	GALLS INC	cust no 1931021	101-4000-421.60-40		3/2008 * Total	152.26 152.26
03/12/2008	87161	HENNEPIN TECHNICAL COLL	cust no 168984 cust no 168984	101-4200-423.50-80 101-4200-423.50-80		3/2008 3/2008 * Total	273.62 2,795.20 3,068.82
03/12/2008	87164	IKON OFFICE SOLUTIONS	acct 145253	101-6000-451.40-65		3/2008 * Total	35.89 35.89
03/12/2008	87166	IMAGINIT TECHNOLOGIES	CUST NO 111146	101-5100-442.50-80		3/2008 * Total	5,475.00 5,475.00
03/12/2008	87168	IUOE	city of inver grove	101-0000-203.10-00		3/2008 * Total	1,353.90 1,353.90

Prepared: 03/18/2008, 10:55:32
 Program: GM179L
 Bank: 00 City of Inver Grove Heights

City of Inver Grove Heights
 CHECK REGISTER BY FUND

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
03/12/2008	87172	LELS	city of inver grove	101-0000-203.10-00		3/2008 * Total	1,170.00 1,170.00
03/12/2008	87173	LELS SERGEANTS	city of inver grove	101-0000-203.10-00		3/2008 * Total	210.00 210.00
03/12/2008	87174	LILLIE SUBURBAN NEWSPAP	acct no 1363	101-3200-419.50-25		3/2008	9.93
			acct no 1363	101-3200-419.50-25		3/2008	11.59
			acct no 1363	101-1100-413.50-25		3/2008	6.62
			acct no 1363	101-1100-413.50-25		3/2008	82.75
			acct no 1363	101-3200-419.50-25		3/2008	39.72
						* Total	150.61
03/12/2008	87175	LOCAL GOVERNMENT INFORM	cust no 106325	101-4000-421.70-30		3/2008	5,935.00
			cust no 106325	101-4000-421.70-30		3/2008	3,670.00
						* Total	9,605.00
03/12/2008	87177	MACQUEEN EQUIPMENT INC	attende brian hendel	101-5200-443.50-80		3/2008 * Total	75.00 75.00
03/12/2008	87180	MEAPC	member judy thill	101-4200-423.50-70		3/2008 * Total	35.00 35.00
03/12/2008	87181	MIDWEST CHILDREN'S RESO	inver grove pd	101-4000-421.30-70		3/2008 * Total	21.30 21.30
03/12/2008	87183	MN CHIEFS OF POLICE ASS	inver grove hgts pd	101-4000-421.60-65		3/2008 * Total	29.82 29.82
03/12/2008	87186	MN FIRE CHIEF MAGAZINE	city of inver grove fd	101-4200-423.50-70		3/2008 * Total	30.00 30.00
03/12/2008	87187	MSANI	attende joe robertson	101-4000-421.50-80		3/2008 * Total	200.00 200.00
03/12/2008	87189	NEXTEL COMMUNICATIONS	acct no 266948529	101-4000-421.50-20		3/2008 * Total	613.04 613.04
03/12/2008	87190	NEXTEL COMMUNICATIONS	acct no 266183728	101-4200-423.50-20		3/2008 * Total	880.30 880.30
03/12/2008	87196	REX LANDSCAPING LLP	city of inver grove hgts	101-1100-413.30-70		3/2008 * Total	950.00 950.00
03/12/2008	87197	RHOADES, JON	mileage - training	101-4200-423.50-65		3/2008 * Total	212.10 212.10
03/12/2008	87201	SAM'S CLUB	acct 7715090401334891	101-4200-423.30-70		3/2008	58.47
			acct 7715090401334891	101-4200-423.60-11		3/2008	114.20
			acct 7715090401334891	101-4200-423.60-65		3/2008	79.99
						* Total	252.66
03/12/2008	87204	SIRCHIE FINGER PRINT LA	acct no 000055077	101-4000-421.60-65		3/2008	36.51

Prepared: 03/18/2008, 10:55:32
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City of Inver Grove Heights
 CHECK REGISTER BY FUND

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/YEAR	AMOUNT
03/12/2008	87205	STRATEGIC INSIGHTS CO	city of inver grove	101-5000-441.40-44		* Total	36.51
						3/2008	639.00
						* Total	639.00
03/12/2008	87208	TERRI KENISON	city of inver grove fd	101-4200-423.40-40		3/2008	905.25
						* Total	905.25
03/12/2008	87209	THORNTON, STEVE	mileage	101-4200-423.50-65		3/2008	36.36
						* Total	36.36
03/12/2008	87211	TIMESAVER OFF SITE SECR	city of inver grove	101-1100-413.30-70		3/2008	263.60
						* Total	263.60
03/12/2008	87214	UNIFORMS UNLIMITED	acct no 114866	101-4000-421.60-45		3/2008	115.80
						* Total	115.80
03/12/2008	87215	UNITED WAY	city of inver grove	101-0000-203.13-00		3/2008	181.00
						* Total	181.00
03/12/2008	87217	USA MOBILITY WIRELESS I	acct no 03174091	101-4000-421.50-20		3/2008	22.00
						* Total	22.00
03/12/2008	87218	VERIZON WIRELESS	acct no 5805654810	101-5100-442.50-20		3/2008	189.24
						* Total	189.24
03/12/2008	87219	WHAT WORKS INC	city of inver grove hghts	101-1100-413.30-70		3/2008	3,330.00
			city of inver grove	101-1100-413.30-70		3/2008	277.50
			city of inver grove	101-2000-415.30-70		3/2008	925.00
			city of inver grove	101-6000-451.30-70		3/2008	878.75
						* Total	5,411.25
03/12/2008	87222	XCEL ENERGY	cust no 5164351291	101-5400-445.40-20		3/2008	104.88
						* Total	104.88
03/12/2008	87223	XCEL ENERGY	cust no 5152791130	101-5200-443.40-20		3/2008	60.42
			cust no 5152791130	101-5400-445.40-20		3/2008	8,606.84
						* Total	8,667.26
03/12/2008	87228	XCEL ENERGY	acct no 5186361584	101-5400-445.40-42		3/2008	271.84
						* Total	271.84
03/12/2008	87232	ZOYA, KENT	mileage	101-4200-423.50-65		3/2008	24.75
			slides/books	101-4200-423.60-65		3/2008	81.66
						* Total	106.41
03/18/2008	87234	ACE PAINT & HARDWARE	cust 1126	101-4200-423.40-42		3/2008	53.23
			cust 1126	101-4200-423.40-40		3/2008	72.11
						* Total	125.34
03/18/2008	87235	ANCOM TECHNICAL CENTER	cust 328	101-4200-423.60-40		3/2008	4,654.68
			cust 328	101-4200-423.60-40		3/2008	176.33
			cust 328	101-4200-423.40-42		3/2008	199.50

Program: GM179L CHECK REGISTER BY FUND

Bank: 00 City of Inver Grove Heights

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
03/18/2008	87238	BATTERIES PLUS	city of inver grove	101-4200-423.60-65		* Total	5,030.51
						3/2008	55.36
						* Total	55.36
03/18/2008	87243	BUCKLEY, BRANDON	photo & frame	101-4200-423.60-65		3/2008	11.69
						* Total	11.69
03/18/2008	87245	CITY OF SAINT PAUL	inver grove hgts pd	101-4000-421.40-42		3/2008	89.91
						* Total	89.91
03/18/2008	87246	CITY OF SAINT PAUL	CITY OF INVER GROVE PD	101-4000-421.50-80		3/2008	125.00
						* Total	125.00
03/18/2008	87249	CONTINENTAL SAFETY EQUI	cust no 10248	101-4200-423.40-42		3/2008	270.85
						* Total	270.85
03/18/2008	87250	COPY RIGHT	cust no 1040	101-4000-421.50-30		3/2008	180.37
						* Total	180.37
03/18/2008	87252	CULLIGAN	cust no 157984591006	101-4200-423.60-65		3/2008	78.34
						* Total	78.34
03/18/2008	87255	DAKOTA ELECTRIC ASSN	acct 1093947	101-5400-445.40-20		3/2008	934.18
						* Total	934.18
03/18/2008	87256	DAKOTA ELECTRIC ASSN	ACCT 3935632	101-6000-451.40-20		3/2008	115.00
						* Total	115.00
03/18/2008	87257	DAKOTA ELECTRIC ASSN	ACCT 2501658	101-6000-451.40-20		3/2008	53.21
						* Total	53.21
03/18/2008	87258	DAKOTA ELECTRIC ASSN	ACCT 2468379	101-6000-451.40-20		3/2008	349.70
						* Total	349.70
03/18/2008	87261	EARL F ANDERSEN INC	ACCT 0P4094	101-6000-451.60-65		3/2008	351.45
						* Total	351.45
03/18/2008	87265	EMMONS & OLIVIER RESOUR	city of inver grove	101-5100-442.30-30		3/2008	1,973.00
			city of inver grove	101-5100-442.30-30		3/2008	1,442.57
						* Total	3,415.57
03/18/2008	87269	FIRE EQUIPMENT SPECIALT	city of inver grove	101-4200-423.60-45		3/2008	2,647.18
			city of inver grove	101-4200-423.60-45		3/2008	602.48
						* Total	3,249.66
03/18/2008	87270	FIRST IMPRESSION GROUP,	cust 3022	101-6000-451.50-30		3/2008	547.14
						* Total	547.14
03/18/2008	87272	GALLS INC	acct no 1931021	101-4000-421.80-80		3/2008	515.57
			acct no 1931021	101-4000-421.80-80		3/2008	238.38
						* Total	753.95

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03/18/2008	87278	GS DIRECT, INC.	city of inver grove	101-5100-442.60-07		3/2008 * Total	142.49 142.49
03/18/2008	87281	HENNEPIN TECHNICAL COLL	cust id 168984	101-4200-423.50-80		3/2008 * Total	100.00 100.00
03/18/2008	87287	INVERCITY PRINTING INC	inver grove hgts fd	101-4200-423.50-30		3/2008 * Total	77.12 77.12
03/18/2008	87289	KEEPRS, INC	cust invgrohtpd	101-4000-421.60-45		3/2008 * Total	700.00 700.00
03/18/2008	87293	KURTH, WAYNE	drivers license	101-4000-421.30-70		3/2008 * Total	11.75 11.75
03/18/2008	87297	LEVANDER, GILLEN & MILL	client 81000e	101-1000-413.30-40		3/2008	360.00
			client 81000e	101-1000-413.30-42		3/2008	6,784.22
			client 81000e	101-3200-419.30-42		3/2008	642.50
			client 81000e	101-3300-419.30-42		3/2008	60.00
			client 81000e	101-4000-421.30-42		3/2008	420.00
			client 81000e	101-5000-441.30-42		3/2008	204.00
			client 81000e	101-5100-442.30-42		3/2008	16.00
			client 81000e	101-6000-451.30-42		3/2008 * Total	1,512.20 9,998.92
03/18/2008	87298	LEVANDER, GILLEN & MILL	client 92000e	101-4000-421.30-41		3/2008 * Total	24,505.70 24,505.70
03/18/2008	87299	LILLIE SUBUREAN NEWSPAP	ACCT 1363	101-6000-451.50-25		3/2008	80.13
			ACCT 1363	101-2000-415.50-25		3/2008 * Total	29.79 109.92
03/18/2008	87300	LONE OAK GRAPHICS INC	city of inver grove	101-5100-442.60-40		3/2008 * Total	28.33 28.33
03/18/2008	87304	MINNEAPOLIS OXYGEN CO.	cust no 113505	101-4200-423.40-42		3/2008 * Total	11.12 11.12
03/18/2008	87306	MN DEPT OF TRANSPORTATI	cust 1298	101-5400-445.40-42		3/2008 * Total	165.84 165.84
03/18/2008	87307	MN DEPT OF TRANSPORTATI	cust 1298	101-5400-445.40-42		3/2008 * Total	298.99 298.99
03/18/2008	87311	MUNICI-PALS	2008 dues	101-1100-413.50-70		3/2008 * Total	25.00 25.00
03/18/2008	87313	NATURE CALLS, INC.	CITY OF INVER GROVE	101-6000-451.40-65		3/2008 * Total	121.95 121.95
03/18/2008	87316	NORTHERN AIR CORP	acct 5210	101-4200-423.40-40		3/2008 * Total	576.66 576.66

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03/18/2008	87317	OFFICE OF THE SECRETARY	NOTARY - MICHELE IARIA	101-3300-419.50-70		3/2008 * Total	40.00 40.00
03/18/2008	87322	PETTY CASH	mmapa parking butane for torch ndc bldg meeting	101-3200-419.50-80 101-5100-442.60-40 101-3300-419.50-80		3/2008 3/2008 3/2008	5.50 7.98 16.00
			mmapa parking dc chiefs meeting	101-3200-419.50-80 101-4000-421.50-70		3/2008 * Total	7.50 38.89 75.87
03/18/2008	87324	PRAILL, RYAN V	MEALS TRAINING	101-4000-421.50-75		3/2008 * Total	28.25 28.25
03/18/2008	87325	PRECISION DATA SYSTEMS	direct deposit forms	101-2000-415.50-30		3/2008 * Total	102.55 102.55
03/18/2008	87328	QWEST	ACCT 612e122979	101-4200-423.50-20		3/2008 * Total	149.63 149.63
03/18/2008	87329	QWEST	ACCT 6514577674	101-6000-451.50-20		3/2008 * Total	41.12 41.12
03/18/2008	87330	QWEST	ACCT 6514577671	101-6000-451.50-20		3/2008 * Total	40.87 40.87
03/18/2008	87332	RHEAUME, MELISSA	POSTAGE CODE BOOKS MILEAGE HOTEL-CONFERENCE MEALS CONFERENCE	101-1100-413.50-35 101-1100-413.50-65 101-1100-413.50-75 101-1200-414.50-65		3/2008 3/2008 3/2008 3/2008	25.85 202.00 362.50 17.17 607.52
03/18/2008	87336	S & T OFFICE PRODUCTS	acct s28777 acct s28777 acct s28777 acct s28777	101-5000-441.60-10 101-3300-419.50-30 101-3200-419.50-10 101-3300-419.50-30		3/2008 3/2008 3/2008 3/2008	172.80 35.78 41.63 7.60
			acct s28777 acct s28777	101-3300-419.60-40 101-3300-419.50-30		3/2008 3/2008	48.41 6.39 12.78 325.39
03/18/2008	87337	SCHROEPFER, WILLIAM	original ck 86760	101-2000-415.50-65		3/2008 * Total	12.63 12.63
03/18/2008	87338	SENSIBLE LAND USE COALI	j emmerich/h botten	101-3200-419.50-80		3/2008 * Total	70.00 70.00
03/18/2008	87340	SPRINT	acct 266948529	101-4000-421.80-80		3/2008 * Total	21.29 21.29
03/18/2008	87344	STREET FLEET	ACCT 17498	101-5200-443.50-35		3/2008 * Total	29.42 29.42
03/18/2008	87346	T MOBILE	cust 494910368	101-5100-442.30-70		3/2008	49.99

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03/18/2008	87347	TDS METROCOM	acct no 6515540132	101-4000-421.50-20		3/2008	129.52
			acct no 6515540132	101-4200-423.50-20		3/2008	351.87
			acct no 6515540132	101-6000-451.50-20		3/2008	43.94
						* Total	525.33
03/18/2008	87350	TOTAL CONSTRUCTION & EQ	CITY OF INVER GROVE	101-6000-451.40-47		3/2008	180.77
						* Total	180.77
03/18/2008	87356	WSB & ASSOCIATES, INC.	CITY OF INVER GROVE	101-5100-442.30-30		3/2008	117.00
						* Total	117.00
03/18/2008	87357	XCEL ENERGY	cust 5164318574	101-4200-423.40-10		3/2008	4,013.06
			cust 5164318574	101-4200-423.40-20		3/2008	810.46
						* Total	4,823.52
03/18/2008	87358	XCEL ENERGY	ACCT 5178529556	101-5400-445.30-70		3/2008	2,455.00
						* Total	2,455.00
03/18/2008	87360	ZOYA, KENT	50th annv bks prod/prt	101-4200-423.30-70		3/2008	2,925.99
						* Total	2,925.99
				99 Checks	** Fund Total		120,101.84
03/18/2008	87239	BENGTSON, NICOLE	mileage	201-1600-465.50-65		3/2008	21.77
						* Total	21.77
03/18/2008	87266	ENSEMBLE CREATIVE & MAR	inver grove heights	201-1600-465.50-25		3/2008	800.00
						* Total	800.00
03/18/2008	87326	PROGRESS PLUS	CITY OF INVER GROVE	201-1600-465.30-70		3/2008	1,159.48
			CITY OF INVER GROVE	201-1600-465.40-65		3/2008	200.00
						* Total	1,359.48
03/18/2008	87333	RIVER HEIGHTS CHAMBER O	ACCT 5737	201-1600-465.40-65		3/2008	21.00
						* Total	21.00
				4 Checks	** Fund Total		2,202.25
03/18/2008	87237	BARR ENGINEERING COMPAN	city of inver grove	408-5900-708.30-30		3/2008	1,193.97
						* Total	1,193.97
				1 Checks	** Fund Total		1,193.97
03/18/2008	87286	INTEGRA REALTY RESOURCE	city of inver grove	423-5903-723.80-10	0303	3/2008	31,175.00
						* Total	31,175.00
03/18/2008	87290	KIMLEY-HORN & ASSOCIATE	city of inver grove	423-5903-723.30-30	0303	3/2008	1,415.00
			city of inver grove	423-5903-723.30-30	0303	3/2008	14,600.19
						* Total	16,015.19
03/18/2008	87297	LEVANDER, GILLEN & MILL	client 81000e	423-5903-723.30-42	0303	3/2008	21,379.63

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03/18/2008	87299	LILLIE SUBURBAN NEWSPAP	ACCT 1363	423-5903-723.50-25	0303	3/2008 * Total	64.05 64.05 21,379.63
03/12/2008	87149	DAKOTA CITY PROPERTY REC	city of inver grove hgts	425-5911-725.80-10	9811	3/2008 * Total	68,633.87 3,341.66 3,341.66
03/18/2008	87242	BRAUER & ASSOCIATES LTD	CITY OF INVER GROVE	425-5907-725.30-30	0507	3/2008 * Total	411.77 411.77
03/18/2008	87260	EARL F ANDERSEN INC	city of inver grove	425-5922-725.80-30	0522	3/2008 * Total	1,007.92 1,007.92
03/18/2008	87297	LEVANDER, GILLEN & MILL	client 81000e	425-5906-725.30-42	0506	3/2008	338.90
			client 81000e	425-5922-725.30-42	0522	3/2008 * Total	356.50 695.40
03/18/2008	87315	NODLAND CONSTRUCTION CO	CAHILL ST-UTILITY IMPROVE	425-5922-725.80-30	0522	3/2008 * Total	7,535.62 7,535.62
03/12/2008	87148	DAKOTA CITY PROPERTY REC	city of inver grove hgts	426-5904-726.80-10	0604	3/2008 * Total	12,992.37 237.24 237.24
03/18/2008	87241	BONESTROO, ROSENE, ANDE	city of inver grove	426-5905-726.30-30	0605	3/2008	395.12
			city of inver grove	426-5904-726.30-30	0604	3/2008	1,365.56
			city of inver grove	426-5904-726.30-30	0604	3/2008 * Total	2,434.83 4,195.51
03/18/2008	87259	E.H. RENNER & SONS INC	drill well 9	426-5904-726.80-30	0604	3/2008 * Total	82,794.44 82,794.44
03/18/2008	87297	LEVANDER, GILLEN & MILL	client 81000e	426-5904-726.30-42	0604	3/2008 * Total	167.40 167.40
03/18/2008	87237	BARR ENGINEERING COMPAN	city of inver grove	427-5917-727.30-34	0717	3/2008 * Total	87,394.59 780.00 780.00
03/18/2008	87290	KIMLEY-HORN & ASSOCIATE	city of inver grove	427-5917-727.30-30	0717	3/2008 * Total	4,192.79 4,192.79
03/12/2008	87174	LILLIE SUBURBAN NEWSPAP	acct no 1363	428-5906-728.50-25	0806	3/2008 * Total	4,972.79 28.14 28.14
03/12/2008	87195	REED BUSINESS INFORMATI	acct 821155	428-5906-728.50-25	0806	3/2008	201.24

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03/12/2008	87195	REED BUSINESS INFORMATI	acct 821155	428-5906-728.50-25	0806	3/2008 * Total	201.24 402.48
03/18/2008	87237	BARR ENGINEERING COMPAN	city of inver grove	428-5910-728.30-34	0810	3/2008 * Total	4,970.57 4,970.57
03/18/2008	87290	KIMLEY-HORN & ASSOCIATE	city of inver grove	428-5910-728.30-30	0810	3/2008 * Total	40,909.39 40,909.39
03/18/2008	87290	KIMLEY-HORN & ASSOCIATE	city of inver grove	440-5900-740.30-30	0809D	3/2008 * Total	9,121.30 9,121.30
03/18/2008	87355	WSB & ASSOCIATES, INC.	cust 01702030	440-5900-740.30-32	0809D	3/2008 * Total	1,988.00 1,988.00
03/18/2008	87240	BOLTON & MENK, INC.	city of inver grove	446-5915-746.30-30	0315A	3/2008 * Total	24,636.75 24,636.75
03/18/2008	87251	COUNTRYWIDE FINANCIAL C	PERMANENT EASEMENT	446-5915-746.80-10	0315	3/2008 * Total	7,000.00 7,000.00
03/18/2008	87297	LEVANDER, GILLEN & MILL	client 81000e	446-5915-746.30-42	0315	3/2008 * Total	9,305.74 9,305.74
03/18/2008	87343	STEENBERG, HOWARD	TREES/LANDSCAPING	446-5915-746.80-10	0315	3/2008 * Total	11,100.00 11,100.00
03/12/2008	87150	DAKOTA ELECTRIC ASSN	acct 2148310	501-7100-512.40-20		3/2008 * Total	10.14 10.14
03/12/2008	87158	G & K SERVICES	cust 74947	501-7100-512.60-45		3/2008 * Total	25.77 25.77
03/12/2008	87182	MN AWWA	attende James sweeney	501-7100-512.50-80		3/2008 * Total	620.00 620.00
03/12/2008	87225	XCEL ENERGY	acct no 5160987097 acct no 5160987097	501-7100-512.40-10 501-7100-512.40-20		3/2008 3/2008 * Total	2,645.12 11,533.56 14,178.68
03/18/2008	87234	ACE PAINT & HARDWARE	cust no 1126 cust no 1126 cust no 1126	501-7100-512.60-16 501-7100-512.60-16 501-7100-512.60-16		3/2008 3/2008 3/2008	6.91 39.27 14.89
4 Checks ** Fund Total							46,310.58
2 Checks ** Fund Total							11,109.30
5 Checks ** Fund Total							54,477.49

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03/18/2008	87262	ECOLAB PEST ELIMINATION	cust no wate01590001	501-7100-512.40-40		* Total	61.07
						3/2008	59.64
						* Total	59.64
03/18/2008	87276	GRAINGER	acct no 806460150	501-7100-512.60-16		3/2008	40.60
			acct no 806460150	501-7100-512.60-16		3/2008	78.54
						* Total	119.14
03/18/2008	87279	HACH COMPANY	acct no 255136	501-7100-512.60-19		3/2008	724.79
						* Total	724.79
03/18/2008	87280	HAWKINS, INC.	acct no 108816	501-7100-512.60-19		3/2008	572.00
						* Total	572.00
03/18/2008	87291	KORTERRA, INC.	city of inver grove	501-7100-512.30-70		3/2008	947.40
						* Total	947.40
03/18/2008	87318	ONE CALL CONCEPTS INC	acct cinght1	501-7100-512.30-70		3/2008	158.05
						* Total	158.05
03/18/2008	87347	TDS METROCOM	acct no 6515540132	501-7100-512.50-20		3/2008	265.83
						* Total	265.83
03/18/2008	87351	TWIN CITY WATER CLINIC	inver grove hqts	501-7100-512.30-70		3/2008	330.00
						* Total	330.00
				13 Checks	** Fund Total		18,072.51
03/12/2008	87158	G & K SERVICES	cust 74947	502-7200-514.60-45		3/2008	11.04
						* Total	11.04
03/12/2008	87179	METROPOLITAN COUNCIL	cust no 5084	502-7200-514.40-15		3/2008	109,359.28
						* Total	109,359.28
03/12/2008	87225	XCEL ENERGY	acct no 5160987097	502-7200-514.40-20		3/2008	157.63
						* Total	157.63
				3 Checks	** Fund Total		109,527.95
03/12/2008	87136	ALL STAR PRO GOLF, INC.	acct no 210365	503-8200-523.76-40		3/2008	533.18
						* Total	533.18
03/12/2008	87143	CLEVELAND GOLF	cust no 10971	503-8200-523.76-20		3/2008	314.37
			acct 10971	503-8200-523.76-25		3/2008	723.00
						* Total	1,037.37
03/12/2008	87152	DAKOTA ELECTRIC ASSN	acct no 2013605	503-8600-527.40-20		3/2008	183.46
						* Total	183.46
03/12/2008	87171	LEEF SERVICES	CUST NO 1373080	503-8600-527.60-45		3/2008	46.96
						* Total	46.96

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03/12/2008	87178	MENARDS - WEST ST. PAUL	acct no 30170265	503-8600-527.40-40		3/2008	47.33
						* Total	47.33
03/12/2008	87184	MN DEPT OF LABOR & INDU	cust 1298-3	503-8600-527.50-70		3/2008	20.00
						* Total	20.00
03/12/2008	87188	MTI DISTRIBUTING CO	acct no 402307	503-8600-527.60-50		3/2008	223.89
			acct no 402307	503-8600-527.40-42		3/2008	388.47
			acct no 402307	503-8600-527.40-42		3/2008	636.79
			acct no 402307	503-8600-527.40-42		3/2008	185.24
						* Total	161.81
03/12/2008	87202	SAMARITAN TIRE COMPANY	acct no 768113471	503-8600-527.60-14		3/2008	181.49
						* Total	181.49
03/12/2008	87206	SUN MOUNTAIN SPORTS	acct 5507701	503-8200-523.76-35		3/2008	26.24
			acct 5507701	503-8200-523.76-35		3/2008	783.54
						* Total	757.30
03/12/2008	87212	TOUR EDGE GOLF MFG., IN	cust 0007170001	503-8200-523.76-25		3/2008	1,104.67
			cust 0007170001	503-8200-523.76-35		3/2008	78.00
			cust 0007170001	503-8200-523.76-25		3/2008	55.86
						* Total	1,238.53
03/12/2008	87221	WITTEK	cust no 123575	503-8100-522.60-20		3/2008	259.70
						* Total	259.70
03/12/2008	87226	XCEL ENERGY	cust 5158775121	503-8600-527.40-20		3/2008	106.50
						* Total	106.50
03/12/2008	87227	XCEL ENERGY	cust 5157543641	503-8500-526.40-10		3/2008	403.97
			cust 5157543641	503-8500-526.40-20		3/2008	348.43
			cust 5157543641	503-8600-527.40-10		3/2008	690.63
						* Total	1,443.03
03/18/2008	87236	AT & T MOBILITY	cust 871237317	503-8500-526.50-20		3/2008	13.13
						* Total	13.13
03/18/2008	87254	CUTTER & BUCK	cust no 1006103	503-8200-523.76-20		3/2008	596.32
			cust no 1006103	503-8200-523.76-20		3/2008	1,667.79
						* Total	2,264.11
03/18/2008	87270	FIRST IMPRESSION GROUP,	cust 3022	503-8500-526.50-25		3/2008	364.76
						* Total	364.76
03/18/2008	87273	GEMPLER'S INC.	ACCT NO 1710	503-8600-527.60-65		3/2008	135.09
						* Total	135.09
03/18/2008	87277	GRAINGER	cust 855256939	503-8600-527.40-40		3/2008	178.40
						* Total	178.40
03/18/2008	87295	LEEF SERVICES	cust 1001094	503-8600-527.60-45		3/2008	52.16
						* Total	52.16

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
03/18/2008	87303	MENARDS - WEST ST. PAUL	cust 30170265	503-8600-527.60-12		3/2008	11.09
			cust 30170265	503-8600-527.60-12		3/2008	3.70
			cust 30170265	503-8600-527.60-12		3/2008	124.75
						* Total	139.54
03/18/2008	87305	MN APA	attende; jenn emmerich	503-8500-526.60-40		3/2008	8.00
						* Total	8.00
03/18/2008	87308	MN GOLF ASSOCIATION, IN	acct no 4130	503-8500-526.50-70		3/2008	270.00
						* Total	270.00
03/18/2008	87323	PING	acct 4085	503-8200-523.76-20		3/2008	624.00
			acct 4085	503-8200-523.76-25		3/2008	1,428.02
			acct 4085	503-8200-523.76-35		3/2008	366.00
						* Total	2,418.02
03/18/2008	87327	QUALITY SERVICE INC.	inverwood golf course	503-8600-527.40-40		3/2008	619.46
			inverwood golf course	503-8600-527.40-40		3/2008	166.50
						* Total	785.96
03/18/2008	87345	SUMMIT FOOD EQUIPMENT S	cust 299	503-8300-524.40-42		3/2008	982.83
			cust 299	503-8300-524.40-42		3/2008	138.00
						* Total	1,120.83
03/18/2008	87348	TITLEIST	acct 8363124306217712430	503-8100-522.60-60		3/2008	5,266.80
						* Total	5,266.80
					** Fund Total		19,033.46
03/12/2008	87163	IKON OFFICE SOLUTIONS	acct 3281870	504-6100-452.40-44	R90100	3/2008	489.51
						* Total	489.51
03/12/2008	87164	IKON OFFICE SOLUTIONS	acct 145253	504-6100-452.40-65	R90100	3/2008	323.02
						* Total	323.02
03/12/2008	87200	SAM'S CLUB	acct 77150900652702540	504-6100-452.60-09	R40950	3/2008	185.74
						* Total	185.74
03/12/2008	87219	WHAT WORKS INC	city of inver grove	504-6100-452.30-70	R90100	3/2008	1,063.75
						* Total	1,063.75
03/18/2008	87263	EISEN, SARAH	CAMP CANCELED	504-0000-347.00-00	R31050	3/2008	58.00
						* Total	58.00
03/18/2008	87270	FIRST IMPRESSION GROUP,	cust 3022	504-6100-452.50-30	R90100	3/2008	5,152.31
						* Total	5,152.31
03/18/2008	87274	GLASSING FLORIST	ACCT NO 24427	504-6100-452.60-09	R30600	3/2008	47.93
						* Total	47.93
03/18/2008	87302	MAXIMUM SOLUTIONS	city of inver grove	504-6100-452.80-62	R90100	3/2008	10,000.00
						* Total	10,000.00

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE # / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
03/18/2008	87314	NEW PAPER LLC	acct 10203315	504-6100-452.60-09	R30600	3/2008 * Total	28.75 28.75
9 Checks ** Fund Total							17,349.01
03/12/2008	87145	CULLIGAN	act 157011438908	505-6200-453.60-65	C10000	3/2008 * Total	42.20 42.20
03/12/2008	87163	IKON OFFICE SOLUTIONS	acct 3281870	505-6200-453.40-44	C10000	3/2008 * Total	833.49 833.49
03/12/2008	87165	IKON OFFICE SOLUTIONS	acct 1452531010633	505-6200-453.40-65	C10000	3/2008 * Total	528.24 528.24
03/12/2008	87199	SAM'S CLUB	acct 7715090061606950	505-6200-453.60-18	C70000	3/2008	36.34
			acct 7715090061606950	505-6200-453.60-65	C10000	3/2008	107.78
			acct 7715090061606950	505-6200-453.76-05	C16000	3/2008	478.61
			acct 7715090061606950	505-6200-453.76-10	C30100	3/2008 * Total	52.08- 570.65
03/12/2008	87200	SAM'S CLUB	acct 77150900652702540	505-6200-453.60-65	C81000	3/2008 * Total	5.39 5.39
03/12/2008	87203	SIMLEY HIGH SCHOOL	boys/girls hockey games	505-0000-352.10-00	C13000	3/2008 * Total	863.25 863.25
03/12/2008	87207	TARGET BANK	acct no9555069370	505-6200-453.60-65	C40000	3/2008 * Total	56.33 56.33
03/12/2008	87213	TRUZINSKI, TAMM	camera-card system	505-6200-453.60-40	C10000	3/2008 * Total	106.49 106.49
03/12/2008	87224	XCEL ENERGY	acct no5168679487	505-6200-453.40-10	C25000	3/2008	24,106.28
			acct no5168679487	505-6200-453.40-20	C25000	3/2008 * Total	20,686.51 44,792.79
03/18/2008	87233	ABRAHAMSON, TAMMY	mileage	505-6200-453.60-65	C51000	3/2008 * Total	75.35 75.35
03/18/2008	87247	COCA COLA BOTTLING COMP	OUTLET 3291554	505-6200-453.76-10	C30100	3/2008 * Total	401.15 401.15
03/18/2008	87248	COMCAST	ACCT NO 8772105910277033	505-6200-453.50-70	C10000	3/2008 * Total	74.95 74.95
03/18/2008	87253	CULLIGAN	acct 101101301774	505-6200-453.40-40	C25000	3/2008 * Total	163.20 163.20
03/18/2008	87268	FERRELLGAS	ACCT NO 7757735	505-6200-453.60-21	C21000	3/2008 * Total	628.49 628.49
03/18/2008	87270	FIRST IMPRESSION GROUP,	cust 3022	505-6200-453.50-30	C95000	3/2008 * Total	4,878.67 4,878.67

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
03/18/2008	87275	GLEWE DOORS	VETERANS MEMORIAL	505-6200-453.40-40	C25000	3/2008	344.00
			VETERANS MEMORIAL	505-6200-453.40-40	C25000	3/2008	349.00
						* Total	693.00
03/18/2008	87280	HAWKINS, INC.	cust 108815	505-6200-453.60-15	C25000	3/2008	452.44
						* Total	452.44
03/18/2008	87283	HILLYARD INC	cust 267670	505-6200-453.40-42	C21000	3/2008	304.57
			cust 267670	505-6200-453.40-42	C25000	3/2008	616.12
			cust 267670	505-6200-453.60-11	C21000	3/2008	63.40
			cust 267670	505-6200-453.60-11	C25000	3/2008	64.43
			cust 267670	505-6200-453.60-11	C25000	3/2008	1,649.44
			cust 267670	505-6200-453.60-11	C25000	3/2008	318.63
			cust 267670	505-6200-453.60-11	C25000	3/2008	341.93
			cust 267670	505-6200-453.40-42	C25000	3/2008	150.00
						* Total	3,508.52
03/18/2008	87284	HOME DEPOT CREDIT SERVI	acct no 6035322017128343	505-6200-453.60-12	C25000	3/2008	137.84
			acct no 6035322017128343	505-6200-453.60-16	C25000	3/2008	91.15
			acct no 6035322017128343	505-6200-453.60-40	C25000	3/2008	53.25
						* Total	282.24
03/18/2008	87285	ICE SKATING INSTITUTE	cust 1886	505-6200-453.60-65	C40000	3/2008	5.14
						* Total	5.14
03/18/2008	87288	JD LETTERING & SPORTSWE	the grove comm ctr	505-6200-453.76-65	C70000	3/2008	15.00
						* Total	15.00
03/18/2008	87301	MATURE MARKET RESOURCE	CITY OF INVER GROVE	505-6200-453.60-65	C15500	3/2008	48.60
						* Total	48.60
03/18/2008	87309	MN PREMIER PUBLICATIONS	inver grove hgts	505-6200-453.50-25	C91000	3/2008	150.00
						* Total	150.00
03/18/2008	87310	MONEY MAILER OF THE TWI	city of inver grove	505-6200-453.50-25	C91000	3/2008	215.00
						* Total	215.00
03/18/2008	87312	NATIONAL EXERCISE TRAIN	cust c436	505-6200-453.50-80	C70000	3/2008	414.00
						* Total	414.00
03/18/2008	87320	OXYGEN SERVICE COMPANY,	CUST 09684	505-6200-453.60-65	C16000	3/2008	10.50
						* Total	10.50
03/18/2008	87321	OXYGEN SERVICE COMPANY,	CUST 09684	505-6200-453.60-65	C16000	3/2008	163.15
						* Total	163.15
03/18/2008	87322	PETTY CASH	certified letter supplies for health fair silver snk pkg mailing	505-6200-453.50-35 505-6200-453.60-65 505-6200-453.50-35	C10000 C15500 C10100	3/2008 3/2008 3/2008	15.80 30.75 4.60
						* Total	51.15
03/18/2008	87334	ROBERT BROOKE & ASSOCIA	city of inver grove city of inver grove	505-6200-453.60-16 505-6200-453.60-16	C21000 C21000	3/2008 3/2008	401.00 113.77

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
03/18/2008	87347	TDS METROCOM	acct no 6515540132	505-6200-453.50-20	C10000	3/2008 * Total	134.01 134.01 514.77
03/18/2008	87352	VISTAR CORPORATION	cust 10095779 cust 10130236	505-6200-453.76-05 505-6200-453.76-05	C30200 C30100	3/2008 3/2008 * Total	87.31 640.15 727.46
03/18/2008	87359	YELLOW PAGES DISTRIBUTI	CITY OF INVER GROVE	505-6200-453.50-25	C91000	3/2008 * Total	293.00 293.00
				32 Checks	** Fund Total		61,698.62
03/18/2008	87294	LEAGUE OF MN CITIES INS	inver grove hghts inver grove hghts	602-2100-415.70-20 602-2100-415.70-20		3/2008 3/2008 * Total	8,755.80 1,238.35 9,994.15
				1 Checks	** Fund Total		9,994.15
03/12/2008	87142	CARQUEST OF ROSEMOUNT	cust no 614420 acct no 614420 acct no 614420 acct no 614420 cust no 614420 acct no 614420 acct no 614420	603-0000-145.50-00 603-0000-145.50-00 603-5300-444.60-12 603-5300-444.60-40 603-5300-444.60-41 603-5300-444.60-12 603-0000-145.50-00 603-5300-444.60-41 603-5300-444.60-12		3/2008 3/2008 3/2008 3/2008 3/2008 3/2008 3/2008 3/2008 * Total	78.14 57.45 38.19 5.51 28.21 12.75 78.14 9.24 8.50- 299.13
03/12/2008	87144	CRAWFORD DOOR SALES OF	cust no 4840	603-5300-444.40-40		3/2008 * Total	191.70 191.70
03/12/2008	87155	EMERGENCY AUTOMOTIVE TE	cust inver grove hts city cust inver grove hts city	603-5300-444.40-41 603-5300-444.80-70		3/2008 3/2008 * Total	236.83 136.02 372.85
03/12/2008	87158	G & K SERVICES	cust 74947 cust 74947	603-5300-444.40-65 603-5300-444.60-45		3/2008 3/2008 * Total	92.39 103.50 195.89
03/12/2008	87162	HEPPNER'S AUTO BODY	city of inver grove	603-5300-444.40-41		3/2008 * Total	1,974.76 1,974.76
03/12/2008	87169	KIMBALL MIDWEST	acct no 222006	603-5300-444.60-40		3/2008 * Total	39.80 39.80
03/12/2008	87170	KREMER SPRING & ALIGNME	CUST NO CITY15	603-5300-444.40-41		3/2008 * Total	1,641.28 1,641.28
03/12/2008	87188	MTI DISTRIBUTING CO	acct no 91180	603-5300-444.40-41		3/2008 * Total	4.45- 4.45-

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City of Inver Grove Heights
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CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
03/12/2008	87191	NORTHLAND CHEMICAL CORP	acct no 45025141	603-5300-444.60-12		3/2008 * Total	119.43 119.43
03/12/2008	87193	R & R CARPET SERVICE	city of inver grove	603-5300-444.40-65		3/2008 * Total	69.23 69.23
03/12/2008	87194	R & R SPECIALTIES OF WI	igh veterans memorial	603-5300-444.40-41		3/2008 * Total	101.97 101.97
03/12/2008	87220	WHITAKER LINCOLN MERCUR	cust 4198 cust no 4198	603-5300-444.40-41 603-5300-444.40-41		3/2008 3/2008 * Total	20.43 19.24 39.67
03/12/2008	87223	XCEL ENERGY	cust no 5152791130	603-5300-444.40-20		3/2008 * Total	1,584.09 1,584.09
03/12/2008	87230	ZARNOTH BRUSH WORKS	cust no 132669	603-0000-145.50-00		3/2008 * Total	1,510.17 1,510.17
03/18/2008	87234	ACE PAINT & HARDWARE	cust 1126 cust 1126	603-5300-444.40-41 603-5300-444.40-41		3/2008 3/2008 * Total	10.63 5.53 16.16
03/18/2008	87238	BATTERIES PLUS	city of inver grove city of inver grove	603-5300-444.40-41 603-5300-444.40-41		3/2008 3/2008 * Total	21.29 21.29 42.58
03/18/2008	87244	CARQUEST OF ROSEMOUNT	cust no 614420 cust no 614420 cust no 614420 cust 614420 cust 614420 cust 614420	603-5300-444.40-41 603-5300-444.60-12 603-0000-145.50-00 603-0000-145.50-00 603-0000-145.50-00 603-0000-145.50-00		3/2008 3/2008 3/2008 3/2008 3/2008 3/2008 * Total	10.65- 10.95 19.18 40.58 6.37 80.61 10.65 157.69
03/18/2008	87264	EMERGENCY AUTOMOTIVE TE	city of inver grove	603-5300-444.80-70		3/2008 * Total	2,571.34 2,571.34
03/18/2008	87267	FACTORY MOTOR PARTS COM	acct no 10799	603-0000-145.50-00		3/2008 * Total	40.21 40.21
03/18/2008	87271	FORCE AMERICA, INC.	acct no 366100	603-0000-145.50-00		3/2008 * Total	36.32 36.32
03/18/2008	87292	KREMER SPRING & ALIGNME	cust id city15	603-5300-444.40-41		3/2008 * Total	695.81 695.81
03/18/2008	87319	OXYGEN SERVICE COMPANY,	acct 04393	603-5300-444.60-12		3/2008 * Total	73.77 73.77
03/18/2008	87339	SHEL'S AUTO ELECTRIC	city of inver grove	603-5300-444.40-41		3/2008 * Total	56.63 56.63

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE # / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
03/18/2008	87349	TOTAL CONSTRUCTION & EQ	CITY OF INVER GROVE	603-5300-444.40-40		3/2008 * Total	509.06 509.06
03/18/2008	87353	WESTERN PETROLEUM COMPA	city of inver grove	603-0000-145.50-00		3/2008 * Total	622.05 622.05
03/18/2008	87354	WHITAKER LINCOLN MERCUR	cust no 4196 cust no 4198 cust no 4198 cust 4198	603-5300-444.40-41 603-5300-444.40-41 603-5300-444.40-41 603-5300-444.40-41		3/2008 3/2008 3/2008 3/2008 * Total	191.96 112.81 29.72 6.80 341.29
26 Checks ** Fund Total							13,298.43
03/12/2008	87199	SAM'S CLUB	acct 7715090061606950	604-2200-416.60-10		3/2008 * Total	3.16 3.16
03/18/2008	87325	PRECISION DATA SYSTEMS	3 part receipt rolls	604-2200-416.60-10		3/2008 * Total	162.05 162.05
03/18/2008	87336	S & T OFFICE PRODUCTS	acct 528777 acct 528777 acct 528777 acct 528777 acct 528777 acct 528777 acct 528777 acct 528777 acct 528777 acct 528777	604-2200-416.60-10 604-2200-416.60-10 604-2200-416.60-10 604-2200-416.60-10 604-2200-416.60-10 604-2200-416.60-10 604-2200-416.60-10 604-2200-416.60-10 604-2200-416.60-10 604-2200-416.60-10		3/2008 3/2008 3/2008 3/2008 3/2008 3/2008 3/2008 3/2008 3/2008 3/2008 * Total	64.57 7.93 82.41 32.97 70.71 10.70 149.32 91.73 309.06 43.74 679.68
3 Checks ** Fund Total							844.89
03/12/2008	87140	BKV GROUP, INC.	city of inver grove	605-3100-419.30-70		3/2008 * Total	53,221.12 53,221.12
03/12/2008	87153	DALCO CORPORATION	acct no 1020261	605-3100-419.60-11		3/2008 * Total	187.24 187.24
03/12/2008	87167	INTEGRA TELECOM	CUST NO 2129	605-3100-419.40-40		3/2008 * Total	275.10 275.10
03/12/2008	87176	LONE OAK COMPANIES, INC	city of inver grove	605-3100-419.50-35		3/2008 * Total	219.04 219.04
03/12/2008	87185	MN DEPT OF LABOR & INDU	cust 1298-3	605-3100-419.40-40		3/2008 * Total	20.00 20.00
03/12/2008	87192	NS/I MECHANICAL CONTRAC	cust ctyofigh	605-3100-419.40-40		3/2008 * Total	533.75 533.75
03/12/2008	87193	R & R CARPET SERVICE	city of inver grove	605-3100-419.40-65		3/2008	124.50

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03/12/2008	87210	THYSSENKRUPP ELEVATOR C	cust 941639	605-3100-419.40-40		* Total	124.50
03/12/2008	87216	USA MOBILITY WIRELESS I	acct no 03174935	605-3100-419.40-40		* Total	271.70
03/12/2008	87229	XCEL ENERGY	acct no 5142529960	605-3100-419.40-10		3/2008	32.54
			acct no 5142529960	605-3100-419.40-20		* Total	32.54
03/12/2008	87231	ZEE MEDICAL SERVICE	cust no 701	605-3100-419.60-65		3/2008	92.23
						* Total	92.23
03/18/2008	87342	STATE CHEMICAL MANUFACT	ACCT 255052	605-3100-419.60-11		3/2008	432.54-
			ACCT 255052	605-3100-419.60-11		3/2008	433.02
						* Total	.48
03/18/2008	87347	TDS METROCOM	acct no 6515540132	605-3100-419.50-20		3/2008	1,485.59
						* Total	1,485.59
03/12/2008	87138	ARAMARK REFRESHMENT SER	cust no 39398	702-0000-228.65-00		3/2008	108.65
			acct no 39398x	702-0000-228.65-00		3/2008	58.52
						* Total	167.17
03/12/2008	87146	CULLIGAN	cust no 157984732428	702-0000-228.63-00		3/2008	25.54
						* Total	25.54
03/18/2008	87265	EMMONS & OLIVIER RESOUR	city of inver grove	702-0000-229.61-00		3/2008	536.25
			city of inver grove	702-0000-230.25-00		3/2008	61.50
			city of inver grove	702-0000-230.38-00		3/2008	4,029.75
			city of inver grove	702-0000-229.61-00		3/2008	1,217.25
			city of inver grove	702-0000-230.25-00		3/2008	271.50
			city of inver grove	702-0000-230.38-00		3/2008	4,609.50
						* Total	10,725.75
03/18/2008	87297	LEVANDER, GILLEN & MILL	client 81000e	702-0000-228.69-00		3/2008	66.00
			client 81000e	702-0000-229.61-00		3/2008	1,368.00
			client 81000e	702-0000-229.78-00		3/2008	144.60
			client 81000e	702-0000-230.05-00		3/2008	22.00
			client 81000e	702-0000-230.25-00		3/2008	3,783.80
						* Total	5,384.40
03/18/2008	87299	LILLIE SUBURBAN NEWSPAP	ACCT 1363	702-0000-230.42-00		3/2008	14.90
			ACCT 1363	702-0000-230.38-00		3/2008	16.55
						* Total	31.45
03/18/2008	87331	RAMSEY COUNTY SHERIFF'S	JAMES BREWER	702-0000-229.10-00		3/2008	500.00
						* Total	500.00

13 Checks

** Fund Total

62,377.07

City of Inver Grove Heights
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CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
03/18/2008	87341	SRF CONSULTING GROUP, I	CITY OF INVER GROVE	702-0000-230.38-00		3/2008	1,593.56
						* Total	1,593.56
03/18/2008	87356	WSB & ASSOCIATES, INC.	CITY OF INVER GROVE	702-0000-229.61-00		3/2008	1,144.00
			CITY OF INVER GROVE	702-0000-230.38-00		3/2008	1,795.00
			CITY OF INVER GROVE	702-0000-229.61-00		3/2008	1,407.00
			CITY OF INVER GROVE	702-0000-230.28-00		3/2008	2,330.25
			CITY OF INVER GROVE	702-0000-230.38-00		3/2008	2,273.00
						* Total	7,949.25
					** Fund Total		26,377.12
03/18/2008	87297	LEVANDER, GILLEN & MILL	client 81000e	703-5500-446.30-42		3/2008	1,667.60
						* Total	1,667.60
					** Fund Total		1,667.60
					*** Bank Total		749,629.86
					*** Grand Total		749,629.86

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Pay Voucher No. 1 – City Project No. 2006-04, Drilling of City Well No. 9

Meeting Date: March 24, 2008
 Item Type: Consent
 Contact: Scott D. Thureen, 651-450-2572
 Prepared by: Scott D. Thureen, City Engineer
 Reviewed by: *SDT US*

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

PURPOSE/ACTION REQUESTED

Consider Pay Voucher No. 1 for City Project No. 2006-04 – Drilling of City Well No. 9.

SUMMARY

The improvements were ordered by the City Council on November 13, 2007. The contract was awarded to E. H. Renner & Sons, Inc. in the amount of \$294,960.00 on January 14, 2008. The contractor has completed the work through March 11, 2008 in accordance with the contract plans and specifications. A 5% retainage will be maintained until the project is completed.

Public Works and Bonestroo recommend approval of contractor Pay Voucher No. 1 in the amount of \$82,794.44 for work completed on City Project No. 2006-04 – City Well No. 9.

SDT/kf
Pay Voucher No. 1



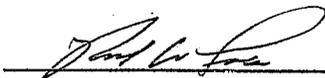
Owner:	City of Inver Grove Heights, 8150 Barbara Avenue, Inver Grove Heights, MN 55077	Date:	March 11, 2008
For Period:	1/15/2008 to 3/11/2008	Request No:	1
Contractor:	E.H. Renner & Sons, Inc., 15688 Jarvis Street NW, Elk River, MN 55330		

CONTRACTOR'S REQUEST FOR PAYMENT
 DEEP WELL NO 9
 BONESTROO FILE NO 000476-07004-0
 CITY PROJECT NO 2006-4

SUMMARY

1	Original Contract Amount		\$ 294,960.00
2	Change Order - Addition	\$ 0.00	
3	Change Order - Deduction	\$ 0.00	
4	Revised Contract Amount		\$ 294,960.00
5	Value Completed to Date		\$ 48,129.00
6	Material on Hand		\$ 39,023.04
7	Amount Earned		\$ 87,152.04
8	Less Retainage 5%		\$ 4,357.60
9	Subtotal		\$ 82,794.44
10	Less Amount Paid Previously		\$ 0.00
11	Liquidated damages -		\$ 0.00
12	AMOUNT DUE THIS REQUEST FOR PAYMENT NO. <u>1</u>		\$ 82,794.44

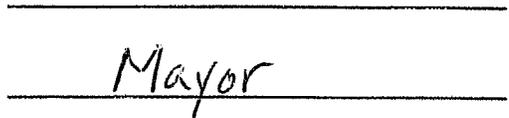
Recommended for Approval by:
BONESTROO



Approved by Contractor:
E.H. RENNER & SONS, INC.



Approved by Owner:
CITY OF INVER GROVE HEIGHTS



Specified Contract Completion Date:

Date:

3-24-08

No	Item	Unit	Contract Quantity	Unit Price	Quantity to Date	Amount to Date
BASE BID:						
1	MOBILIZATION	LS	1	19300 00	0 5	\$9,650 00
2	DRIVE 30" CASING	LF	200	239 00	161	\$38,479 00
3	PLACE 24" CASING	LF	200	90 00		\$0 00
4	DRIVE 24" CASING	LF	80	172 00		\$0 00
5	DRILL 24" OPEN HOLE	LF	170	135 00		\$0 00
6	PLACE 18" CASING	LF	450	61 00		\$0 00
7	DRILL 18" OPEN HOLE	LF	95	60 00		\$0 00
8	GROUT ANNULAR SPACE WITH NEAT CEMENT	CY	60	370 00		\$0 00
9	DYNAMITE DEVELOPMENT	LB	400	25 00		\$0 00
10	BAIL	CY	800	65 00		\$0 00
11	FURNISH, INSTALL, AND REMOVE AIR DEVELOPMENT EQUIPMENT	LS	1	10000 00		\$0 00
12	AIR DEVELOPMENT	HR	100	200 00		\$0 00
13	FURNISH, INSTALL, AND REMOVE TEST PUMP	LS	1	6000 00		\$0 00
14	TEST PUMPING	HR	80	135 00		\$0 00
15	CLEANUP, TELEWISE, WATER QUALITY TESTING	LS	1	3500 00		\$0 00
16	SILT FENCE, REGULAR	LF	400	5 00		\$0 00
17	TEMPORARY ROCK CONSTRUCTION ENTRANCE AND WORK PAD	TN	100	35 00		\$0.00
	TOTAL BASE BID:					<u>\$48,129.00</u>
	TOTAL BASE BID:					\$48,129.00
	TOTAL WORK COMPLETED TO DATE					<u>\$48,129 00</u>

PROJECT PAYMENT STATUS

OWNER CITY OF INVER GROVE HEIGHTS
 CITY PROJECT NO 2006-4
 BONESTROO FILE NO 000476-07004-0
 CONTRACTOR E.H. RENNER & SONS, INC

CHANGE ORDERS

No.	Date	Description	Amount
Total Change Orders			

PAYMENT SUMMARY

No.	From	To	Payment	Retainage	Completed
1	01/15/2008	03/11/08	82,794.44	4,357.60	87,152.04

Material on Hand		\$39,023.04					
Item	Unit	Contract Quantity	Unit Price	Current Quantity		Amount to Date	
30" casing	LF	39	104.56	39		4,077.84	
24" casing	LF	280	60.39	280		16,909.20	
18" casing	LF	450	40.08	450		18,036.00	
						\$39,023.04	

Retainage Pay No.	1	4,357.60	Change Orders	
Total Amount Earned		\$4,357.60	Revised Contract	\$39,023.04

CITY OF INVER GROVE HEIGHTS

PARTIAL PAY REQUEST #1

29 FEBRUARY, 2008

DESCRIPTION	EST # OF UNITS	ACT # OF UNITS	TOTAL # OF UNITS THIS PERIOD	UNIT PRICE	TOTAL	TOTAL WORK	TOTAL BID
					COMPLETED PERIOD	COMPLETED	
MOBILIZATION/DEMOB	1	0.50	0.50	\$19,300.00	\$9,650.00	\$9,650.00	\$19,300.00
DRIVE 30" CASING	200	161.00	161.00	\$239.00	\$38,479.00	\$38,479.00	\$47,800.00
PLACE 24" CASING	200	0.00	0.00	\$90.00	\$0.00	\$0.00	\$18,000.00
DRIVE 24" CASING	80	0.00	0.00	\$172.00	\$0.00	\$0.00	\$13,760.00
DRILL 24" OPEN HOLE	170	0.00	0.00	\$135.00	\$0.00	\$0.00	\$22,950.00
PLACE 18" CASING	450	0.00	0.00	\$61.00	\$0.00	\$0.00	\$27,450.00
DRILL 18" OPEN HOLE	95	0.00	0.00	\$60.00	\$0.00	\$0.00	\$5,700.00
NEAT CEMENT GROUT	60	0.00	0.00	\$370.00	\$0.00	\$0.00	\$22,200.00
EXPLOSIVE DEVELOPMENT	400	0.00	0.00	\$25.00	\$0.00	\$0.00	\$10,000.00
SANDSTONE REMOVAL	800	0.00	0.00	\$65.00	\$0.00	\$0.00	\$52,000.00
F.I.R. AIR DEVELOPMENT EQUIP	1	0.00	0.00	\$10,000.00	\$0.00	\$0.00	\$10,000.00
AIR DEVELOPMENT	100	0.00	0.00	\$200.00	\$0.00	\$0.00	\$20,000.00
F.I.R. TEST PUMP	1	0.00	0.00	\$6,000.00	\$0.00	\$0.00	\$6,000.00
TEST PUMPING	80	0.00	0.00	\$135.00	\$0.00	\$0.00	\$10,800.00
CLEANUP, TV, WATER TESTING	1	0.00	0.00	\$3,500.00	\$0.00	\$0.00	\$3,500.00
SILT FENCE, REGULAR	400	0.00	0.00	\$5.00	\$0.00	\$0.00	\$2,000.00
TEMP ROCK ENTRANCE	100	0.00	0.00	\$35.00	\$0.00	\$0.00	\$3,500.00
WORK COMPLETED PERIOD							
TOTAL WORK COMPLETED TO DATE					\$48,129.00	\$48,129.00	

MATERIALS STORED		39	39.00	\$104.56	\$4,077.84
30" casing	200.00	39	39.00	\$104.56	\$4,077.84
24" casing	280.00	280	280.00	\$60.39	\$16,909.20
18" casing	450.00	450	450.00	\$40.08	\$18,036.00
TOTAL MATERIALS					\$39,023.04
SUBTOTAL					\$87,152.04
LESS 5% RETAINAGE					(\$4,357.60)
SUBTOTAL					\$82,794.44
LESS PAY REQUEST #1					
LESS PAY REQUEST #2					
LESS PAY REQUEST #3					
LESS PAY REQUEST #4					
LESS PAY REQUEST #5					
LESS PAY REQUEST #6					
TOTAL AMOUNT PREVIOUSLY PD					\$0.00

\$0.00

AMOUNT DUE PERIOD	\$82,794.44	\$82,794.44
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PAY REQUEST #1

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Change Order No. 7 and Pay Voucher No. 9 for City Project No. 2005-22 Cahill South Street and Utility Improvements

Meeting Date: March 24, 2008
 Item Type: Consent
 Contact: Scott D. Thureen, 651.450.2571
 Prepared by: Scott D. Thureen, City Engineer
 Reviewed by: N/A

SDT *U*

Fiscal/FTE Impact:

- None
- Amount included in current budget
- Budget amendment requested
- FTE included in current complement
- New FTE requested – N/A
- Other: Special Assessments, MSA Funds, State Cooperative Agreement Funds

PURPOSE/ACTION REQUESTED

Consider Change Order No. 7 and Pay Voucher No. 9 for City Project No. 2005-22 – Cahill South Street and Utility Improvements.

SUMMARY

City Project No. 2005-22 Cahill South Street and Utility Improvements, was ordered by the City Council on May 29, 2007. A construction contract in the amount of \$1,475,137.70 was awarded to Nodland Construction on May 29, 2007. The revised contract amount to date is \$1,704,820.80.

The contractor has completed work through February 29, 2008 in accordance with the contract plans and specifications. A five (5%) percent retainage will be maintained until the project is completed.

Change Order No. 7 is for costs to grade median on Highway 52 at Inver Grove Trail and is funded through the Project Contingency Fund.

I recommend approval of Change Order No. 7 in the amount of \$4,132.24 and Pay Voucher No. 9 in the amount of \$7,535.62 for work on City Project No. 2005-22 – Cahill South Street and Utility Improvements.

SDT/kf

Attachment: Change Order No. 7
Pay Voucher No. 9

CHANGE ORDER NO. 7

Project: Cahill Avenue Extension

City Project: 2005-22

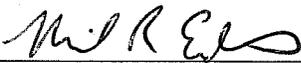
<p>Owner: City of Inver Grove Heights 8150 Barbara Avenue Inver Grove Heights, MN 55077</p>	<p>Date of Issuance: March 17, 2008</p>
<p>Contractor: Nodland Construction Company, Inc. 322 East Fairgrounds Rd., P.O. Box 338 Alexandria, MN 56308</p>	<p>Engineer: Kimley-Horn and Assoc. 2550 University Ave. St. Paul, MN 55114</p>

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

Purpose of Change Order:

The contract has been modified to include the following:

See attached sheet

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIME
Original Contract Price: \$ 1,475,137.70	Original Contract Time:
Previous Change Orders (No. 1,2,3,4,5,6) \$ 225,550.86	Net Change from Previous Change Orders
Contract Price Prior to this Change Order \$ 1,700,688.56	Contract Time Prior to this Change Order
Net Increase of this Change Order \$ 4132.24	Net Increase (Decrease) of Change Order
Contract Price with all Approved Change Orders \$ 1,704,820.80	Contract Time with Approved Change Orders
Recommended	Approved
By:  Engineering Technician	By: _____ Nodland Construction Company, Inc..

Approved By:

Approved By:

Date of Council Action


Scott D. Thureen, City Engineer

George Tourville, Mayor

March 24, 2008

Attachment to Change Order Number 7

City Project 2005-22

Contractor: Nodland Construction Company, Inc.
322 East Fairgrounds Road, P.O. Box 338
Alexandria, MN 56308

Project: 2005-22 Cahill Avenue Extension

Description of Changes:

1. Cost to grade median on highway 52 at Inver Grove Trail.

<u>Item Description</u>	<u>Unit</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Total</u>
Komatsu Excavator	HR	5.5	\$145.00	\$797.50
Bobcat	HR	5.5	\$120.00	\$660.00
Laborer	HR	5.5	\$60.00	\$330.00
Mobilization	HR	1.5	\$200.00	\$300.00
Soil disposal	CY	342	\$342.00	\$342.00
Trucking	HR	12.25	\$95.00	<u>\$1,163.75</u>
			Sub Total	\$3,593.25
		Profit	(15%)	<u>\$538.99</u>
			Total	\$4132.24

Total of Change Order # 7 \$ 4132.24

Contract: 2005-22
 Owner: City of Inver Grove Heights
 Project: Cahill Avenue Extension

Schedule A

Watermain Improvements

Item No.	Mn/DOT No.	Item Description	Unit	Contract Quantity	Quantity To Date	Contract Unit Price	Total Estimated Cost	Total Contract Cost to Date
1	2504.602	6" GATE VALVE AND BOX	EA	7	8	\$810.00	\$5,670.00	\$6,480.00
2	2504.602	8" GATE VALVE AND BOX	EA	10	9	\$1,100.00	\$11,000.00	\$9,900.00
3	2504.602	CONNECT TO EXISTING WATERMAIN	EA	1	1	\$2,500.00	\$2,500.00	\$2,500.00
4	2504.602	HYDRANT	EA	7	7	\$2,400.00	\$16,800.00	\$16,800.00
5	2504.602	1" CORPORATION STOP	EA	5	2	\$80.00	\$400.00	\$160.00
6	2504.602	1" CURB STOP AND BOX	EA	5	2	\$150.00	\$750.00	\$300.00
7	2504.603	1" TYPE K COPPER PIPE	LF	219	85	\$19.00	\$4,161.00	\$1,615.00
8	2504.603	6" WATERMAIN, DUCTILE IRON, CLASS 52	LF	187	138	\$29.00	\$5,423.00	\$4,002.00
9	2504.603	6" WATERMAIN, DUCTILE IRON, CLASS 52	LF	2,303	2,403	\$26.00	\$59,878.00	\$62,478.00
10	2504.608	DUCTILE IRON FITTINGS	LB	4,000	4,148	\$1.25	\$5,000.00	\$5,185.00

Schedule A Subtotal:

\$111,582.00

\$109,420.00

Schedule: B

Cahill Avenue Extension

Item No.	Mn/DOT No.	Item Description	Unit	Contract Quantity	Quantity To Date	Contract Unit Price	Total Estimated Cost	Total Contract Cost to Date
1	2021.501	MOBILIZATION	LS	1	1.00	\$ 55,000.00	\$ 55,000.00	\$ 55,000.00
2	2101.501	CLEARING	AC	3.10	3.10	\$ 1,587.00	\$ 4,919.70	\$ 4,919.70
3	2101.502	CLEARING	TREE	8	8	\$ 212.00	\$ 1,696.00	\$ 1,696.00
4	2101.506	GRUBBING	AC	3.10	3.10	\$ 1,587.00	\$ 4,919.70	\$ 4,919.70
5	2101.507	GRUBBING	TREE	8	8	\$ 212.00	\$ 1,696.00	\$ 1,696.00
6	2104.501	REMOVE CHAIN LINK FENCE	LF	125	30	\$ 8.00	\$ 1,000.00	\$ 240.00
7	2104.501	REMOVE SEWER PIPE (STORM)	LF	50	300	\$ 15.00	\$ 750.00	\$ 4,500.00
8	2104.501	REMOVE CURB AND GUTTER	LF	20		\$ 2.00	\$ 40.00	\$ -
9	2104.505	REMOVE BITUMINOUS PAVEMENT	SY	3,400	2,016	\$ 1.50	\$ 5,100.00	\$ 3,024.00
10	2104.509	REMOVE CASTING	EA	1	1	\$ 50.00	\$ 50.00	\$ 50.00
11	2104.521	SALVAGE CHAIN LINK FENCE	LF	500	613	\$ 7.55	\$ 3,775.00	\$ 4,628.15
12	2105.501	COMMON EXCAVATION	CY	19,115	19,115	\$ 2.50	\$ 47,787.50	\$ 47,787.50
13	2105.507	SUBGRADE EXCAVATION	CY	500	0	\$ 5.40	\$ 2,700.00	\$ -
14	2105.522	SELECT GRANULAR BORROW (CV)	CY	6,315	5,375	\$ 7.00	\$ 44,205.00	\$ 37,625.00
15	2211.501	AGGREGATE BASE, CLASS 5	TON	6,700	5,923	\$ 12.20	\$ 81,740.00	\$ 72,265.60
16	2221.501	AGGREGATE SHOULDERING, CLASS 5	TON	35	36	\$ 12.20	\$ 427.00	\$ 435.54
17	2350.501	TYPE MV 4 WEARING COURSE MIXTURE (C	TON	1,200	1,057	\$ 39.00	\$ 46,800.00	\$ 41,225.34
18	2350.502	TYPE LV 3 NON-WEARING COURSE MIXTU	TON	1,200	1,067	\$ 35.75	\$ 42,900.00	\$ 38,147.04
19	2501.515	15" RC PIPE APRON	EA	1	1	\$ 325.00	\$ 325.00	\$ 325.00
20	2501.515	21" RC PIPE APRON	EA	1	1	\$ 370.00	\$ 370.00	\$ 370.00
21	2502.515	24" RC PIPE APRON	EA	2	2	\$ 400.00	\$ 800.00	\$ 800.00
22	2501.515	30" RC PIPE APRON	EA	1	1	\$ 1,230.00	\$ 1,230.00	\$ 1,230.00
23	2501.602	TRASH GUARD FOR 15" PIPE APRON	EA	1	1	\$ 300.00	\$ 300.00	\$ 300.00
24	2501.602	TRASH GUARD FOR 21" PIPE APRON	EA	1	1	\$ 450.00	\$ 450.00	\$ 450.00
25	2501.602	TRASH GUARD FOR 24" PIPE APRON	EA	2	2	\$ 640.00	\$ 1,280.00	\$ 1,280.00
26	2501.602	TRASH GUARD FOR 30" PIPE APRON	EA	1	1	\$ 770.00	\$ 770.00	\$ 770.00
27	2502.541	4" PERF PVC PIPE DRAIN	LF	60	240	\$ 12.00	\$ 720.00	\$ 2,880.00
28	2503.541	15" RC PIPE SEWER DESIGN 3006 CLASS	LF	973	973	\$ 31.00	\$ 30,163.00	\$ 30,163.00
29	2503.541	18" RC PIPE SEWER DESIGN 3006 CLASS	LF	201	201	\$ 37.00	\$ 7,437.00	\$ 7,437.00
30	2503.541	21" RC PIPE SEWER DESIGN 3006 CLASS	LF	56	104	\$ 38.00	\$ 2,128.00	\$ 3,952.00
31	2503.541	24" RC PIPE SEWER DESIGN 3006 CLASS	LF	403	404	\$ 37.00	\$ 14,911.00	\$ 14,948.00
32	2503.541	24" RC PIPE SEWER DESIGN 3006 CLASS	LF	185	185	\$ 51.00	\$ 9,435.00	\$ 9,435.00
33	2503.541	30" RC PIPE SEWER DESIGN 3006 CLASS	LF	1,142	1,142	\$ 48.00	\$ 54,816.00	\$ 54,816.00
34	2503.541	30" RC PIPE SEWER DESIGN 3006 CLASS	LF	59	61	\$ 60.00	\$ 3,540.00	\$ 3,660.00
35	2503.602	CONNECT TO EXISTING STORM SEWER	EA	1	1	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00
36	2506.502	CONSTRUCT DRAINAGE STRUCTURE DES	EA	8	8	\$ 750.00	\$ 6,000.00	\$ 6,000.00
37	2506.502	CONSTRUCT DRAINAGE STRUCTURE DES	EA	7	8	\$ 1,260.00	\$ 8,820.00	\$ 10,080.00
38	2506.502	CONSTRUCT DRAINAGE STRUCTURE DES	EA	2	0	\$ 2,100.00	\$ 4,200.00	\$ -
39	2506.502	CONSTRUCT DRAINAGE STRUCTURE DES	EA	4	6	\$ 2,320.00	\$ 9,280.00	\$ 13,920.00
40	2506.502	CONSTRUCT DRAINAGE STRUCTURE DES	EA	1	1	\$ 2,810.00	\$ 2,810.00	\$ 2,810.00
41	2506.516	CASTING ASSEMBLY	EA	1	1	\$ 100.00	\$ 100.00	\$ 100.00
42	2506.602	CONSTRUCT CONTROL STRUCTURE (SPE	EA	1	1	\$ 6,600.00	\$ 6,600.00	\$ 6,600.00
43	2511.501	RANDOM RIPRAP CLASS III	CY	36.60	40.00	\$ 70.00	\$ 2,562.00	\$ 2,800.00
44	2521.511	3" BITUMINOUS WALK	SF	10,000		\$ 1.00	\$ 10,000.00	\$ -
45	2531.501	CONCRETE CURB & GUTTER DESIGN B61	LF	5,150	4,898	\$ 8.20	\$ 42,230.00	\$ 40,163.60
46	2557.603	INSTALL CHAIN LINK FENCE	LF	500	490	\$ 16.45	\$ 8,225.00	\$ 8,060.50
47	2563.601	TRAFFIC CONTROL	LS	1	1.0	\$ 10,500.00	\$ 10,500.00	\$ 10,500.00
48	2564.531	SIGN PANELS TYPE C	SF	80.80	88.25	\$ 28.00	\$ 2,262.40	\$ 2,471.00
49	2572.501	TEMPORARY FENCE	LF	2,000	0	\$ 3.00	\$ 6,000.00	\$ -
50	2573.502	SILT FENCE, TYPE MACHINE SLICED	LF	7,600	2,199	\$ 1.40	\$ 10,640.00	\$ 3,078.60
51	2573.53	STORM DRAIN INLET PROTECTION	EA	28	0	\$ 350.00	\$ 9,800.00	\$ -
52	2573.602	TEMPORARY ROCK CONSTRUCTION ENTR	EA	2	0	\$ 1,700.00	\$ 3,400.00	\$ -
53	2575.501	SEEDING	AC	3.65	8.22	\$ 500.00	\$ 1,825.00	\$ 4,110.00
54	2575.502	SEED, MIXTURE 250	LB	256	469	\$ 4.00	\$ 1,024.00	\$ 1,876.00
55	2575.505	SODDING, TYPE SALT RESISTANT	SY	3,000	7,678	\$ 2.90	\$ 8,700.00	\$ 22,266.20
56	2575.511	MULCH MATERIAL TYPE 1	TON	7.30	16.50	\$ 200.00	\$ 1,460.00	\$ 3,300.00
57	2575.532	FERTILIZER, TYPE 1	LB	720	2,350	\$ 0.30	\$ 216.00	\$ 705.00
58	2582.501	PAVEMENT MESSAGE (LEFT ARROW) - PA	EA	2	1	\$ 40.00	\$ 80.00	\$ 40.00
59	2582.501	PAVEMENT MESSAGE (RIGHT ARROW) - P	EA	2	1	\$ 40.00	\$ 80.00	\$ 40.00
60	2582.502	4" DOUBLE SOLID LINE YELLOW - PAINT	LF	2,450	2,870	\$ 0.30	\$ 735.00	\$ 861.00
61	2582.502	4" SOLID LINE WHITE - PAINT	LF	835	810	\$ 0.10	\$ 83.50	\$ 81.00
62	2582.502	24" SOLID LINE WHITE - PAINT	LF	36	40	\$ 4.00	\$ 144.00	\$ 160.00

Schedule B Subtotal:

\$ 632,957.80 \$ 591,998.47

Schedule: C

Sanitary Sewer Improvements

Item No.	Mn/DOT No.	Item Description	Unit	Contract Quantity	Quantity To Date	Contract Unit Price	Total Estimated Cost	Total Contract Cost to Date
1	2503.511	4" PVC PIPE SEWER, SDR 26	LF	129	66	\$ 22.00	\$ 2,838.00	\$ 1,452.00
2	2503.511	8" PVC PIPE SEWER, SDR 26	LF	3,341	2,980	\$ 20.00	\$ 66,820.00	\$ 59,600.00
3	2503.511	8" PVC PIPE SEWER, SDR 35	LF	710	723	\$ 26.00	\$ 18,460.00	\$ 18,798.00
4	2503.511	12" PVC PIPE SEWER, SDR 26	LF	50	32	\$ 70.00	\$ 3,500.00	\$ 2,240.00
5	2503.602	4" PIPE PLUG	EA	4	2	\$ 50.00	\$ 200.00	\$ 100.00
6	2503.602	8" PIPE PLUG	EA	9	8	\$ 20.00	\$ 180.00	\$ 160.00
7	2503.602	12" PIPE PLUG	EA	1	0	\$ 65.00	\$ 65.00	\$ -
8	2503.602	CONNECT TO EXISTING SANITARY SEWER	EA	3	1	\$ 1,200.00	\$ 3,600.00	\$ 1,200.00
9	2503.602	AIR RELIEF MANHOLE	EA	2	1	\$ 2,500.00	\$ 5,000.00	\$ 2,500.00
10	2503.603	12" STEEL CASING PIPE (JACKED)	LF	150	0	\$ 200.00	\$ 30,000.00	\$ -
11	2503.603	4" PVC FORCE MAIN, SDR-PR41	LF	4,634	4,630	\$ 10.00	\$ 46,340.00	\$ 46,300.00
12	2503.603	8" PVC FORCE MAIN, SDR-PR41	LF	3,995	3,955	\$ 12.00	\$ 47,940.00	\$ 47,460.00
13	2503.603	8" OUTSIDE DROP	LF	14	32	\$ 160.00	\$ 2,240.00	\$ 5,120.00
14	2506.502	CONSTRUCT DRAINAGE STRUCTURE DES	EA	17	18	\$ 2,550.00	\$ 43,350.00	\$ 45,900.00
15	2506.601	CONSTRUCT LIFT STATION	LS	1	1.00	\$ 205,000.00	\$ 205,000.00	\$ 205,000.00
16	2557.501	WIRE FENCE DESIGN 72-9322	LF	500	490	\$ 15.40	\$ 7,700.00	\$ 7,546.00
17	2557.523	METAL BRACE ASSEMBLY (CHAIN LINK FE	EA	8	5	\$ 88.00	\$ 704.00	\$ 440.00
Schedule C Subtotal:							\$ 483,937.00	\$ 443,816.00

Schedule D

Inver Grove Trail Improvements

Item No.	Mn/DOT No.	Item Description	Unit	Contract Quantity	Quantity To Date	Contract Unit Price	Total Estimated Cost	Total Contract Cost to Date
1	2101.501	CLEARING	ACRE	1	1.20	\$ 1,587.00	\$ 1,587.00	\$ 1,904.40
2	2101.502	CLEARING	TREE	4	4.00	\$ 212.00	\$ 848.00	\$ 848.00
3	2101.506	GRUBBING	ACRE	1	1.20	\$ 1,587.00	\$ 1,587.00	\$ 1,904.40
4	2101.507	GRUBBING	TREE	4	4.00	\$ 212.00	\$ 848.00	\$ 848.00
5	2104.501	REMOVE CURB AND GUTTER	LF	65	119	\$ 2.00	\$ 130.00	\$ 237.00
6	2104.501	REMOVE PIPE CULVERTS	LF	95	84	\$ 15.00	\$ 1,425.00	\$ 1,260.00
7	2104.501	REMOVE SEWER PIPE STORM	LF	320	46	\$ 15.00	\$ 4,800.00	\$ 690.00
8	2104.505	REMOVE BITUMINOUS PAVEMENT	SY	4,000	3,208	\$ 1.50	\$ 6,000.00	\$ 4,812.00
9	2105.501	COMMON EXCAVATION	CY	11,982	10,784	\$ 6.50	\$ 77,883.00	\$ 70,094.70
10	2105.507	SUBGRADE EXCAVATION	CY	500	2,087	\$ 5.50	\$ 2,750.00	\$ 11,478.50
11	2105.522	SELECT GRANULAR BORROW (CV)	CY	2,630	3,968	\$ 7.00	\$ 18,410.00	\$ 27,776.00
12	2211.501	AGGREGATE BASE, CLASS 5	TON	2,600	2,504	\$ 12.20	\$ 31,720.00	\$ 30,554.17
13	2221.501	AGGREGATE SHOULDERING, CLASS 5	TON	205	112	\$ 12.20	\$ 2,501.00	\$ 1,360.30
14	2350.501	TYPE MV 4 WEARING COURSE MIXTURE (TON	450	440	\$ 39.00	\$ 17,550.00	\$ 17,145.18
15	2350.502	TYPE LV 3 NON-WEARING COURSE MIXTU	TON	450	419	\$ 35.75	\$ 16,087.50	\$ 14,969.60
16	2501.511	18" RCP PIPE CULVERT CLASS III	LF	58	58	\$ 40.00	\$ 2,320.00	\$ 2,320.00
17	2501.511	24" RCP PIPE CULVERT CLASS III	LF	91	91	\$ 42.00	\$ 3,822.00	\$ 3,822.00
18	2501.515	18" RC PIPE APRON	EA	3	3	\$ 350.00	\$ 1,050.00	\$ 1,050.00
19	2501.515	24" RC PIPE APRON	EA	3	3	\$ 400.00	\$ 1,200.00	\$ 1,200.00
20	2501.602	TRASH GUARD FOR 18" PIPE APRON	EA	3	3	\$ 325.00	\$ 975.00	\$ 975.00
21	2501.602	TRASH GUARD FOR 24" PIPE APRON	EA	3	3	\$ 640.00	\$ 1,920.00	\$ 1,920.00
22	2503.541	18" RC PIPE SEWER DESIGN 3006 CLASS I	LF	25	25	\$ 40.00	\$ 1,000.00	\$ 1,000.00
23	2503.541	24" RC PIPE SEWER DESIGN 3006 CLASS I	LF	57	57	\$ 45.00	\$ 2,565.00	\$ 2,565.00
24	2503.602	CONNECT TO EXISTING STORM SEWER	EA	1	1	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00
25	2506.502	CONSTRUCT DRAINAGE STRUCTURE DES	EA	1	1	\$ 1,260.00	\$ 1,260.00	\$ 1,260.00
26	2511.501	RANDOM RIPRAP CLASS III	CY	28.40	50.93	\$ 70.00	\$ 1,988.00	\$ 3,565.10
27	2531.501	CONCRETE CURB & GUTTER DESIGN B61	LF	65	119	\$ 8.20	\$ 533.00	\$ 971.70
28	2564.531	SIGN PANELS TYPE C	SF	14.30	14.25	\$ 28.00	\$ 400.40	\$ 399.00
29	2571.501	CONIFEROUS TREE 6' HT B&B	TREE	20	0	\$ 300.00	\$ 6,000.00	\$ -
30	2571.502	DECIDUOUS TREE 2.5' CAL B&B	TREE	20	0	\$ 478.00	\$ 9,580.00	\$ -
31	2572.501	TEMPORARY FENCE	LF	850	0	\$ 3.00	\$ 2,550.00	\$ -
32	2573.502	SILT FENCE, TYPE MACHINE SLICED	LF	600	378	\$ 1.40	\$ 840.00	\$ 529.20
33	2573.53	STORM DRAIN INLET PROTECTION	EA	4	0	\$ 350.00	\$ 1,400.00	\$ -
34	2573.602	TEMPORARY ROCK CONSTRUCTION ENT	EA	2	0	\$ 1,700.00	\$ 3,400.00	\$ -
35	2575.501	SEEDING	ACRE	1.80	1.80	\$ 500.00	\$ 900.00	\$ 900.00
36	2575.502	SEED, MIXTURE 250	LB	126	251	\$ 4.00	\$ 504.00	\$ 1,004.00
37	2575.511	MULCH MATERIAL TYPE 1	TON	3.60	3.60	\$ 200.00	\$ 720.00	\$ 720.00
38	2575.523	EROSION CONTROL BLANKET CATEGORY	SY	900	6,746	\$ 3.00	\$ 2,700.00	\$ 20,239.29
39	2575.532	FERTILIZER, TYPE 1	LB	360	726	\$ 0.30	\$ 108.00	\$ 217.80
40	2582.502	4" DOUBLE SOLID LINE YELLOW - PAINT	LF	1,060	1,156	\$ 0.30	\$ 318.00	\$ 346.80
41	2582.502	4" SOLID LINE WHITE - PAINT	LF	2,000	2,312	\$ 0.10	\$ 200.00	\$ 231.20
42	2582.502	24" SOLID LINE WHITE - PAINT	LF	30	0	\$ 4.00	\$ 120.00	\$ -

Schedule D Subtotal:

\$ 233,479.90 \$ 232,118.34

Schedule: E

TH 52 Median Access Closure at Inver Grove Trail

Item No.	Mn/DOT No.	Item Description	Unit	Contract Quantity	Quantity To Date	Contract Unit Price	Total Estimated Cost	Total Contract Cost to Date
1	2104.505	REMOVE BITUMINOUS PAVEMENT	SY	1,900	1,900	\$ 2.00	\$ 3,800.00	\$ 3,800.00
2	2104.509	REMOVE SIGN TYPE D	EA	2	2	\$ 75.00	\$ 150.00	\$ 150.00
3	2564.531	SIGN PANELS TYPE C	SF	12	12	\$ 28.00	\$ 336.00	\$ 336.00
4	2564.531	SIGN PANELS TYPE D	SF	150	150	\$ 28.00	\$ 4,200.00	\$ 4,200.00
5	2573.53	STORM DRAIN INLET PROTECTION	EA	2	0	\$ 350.00	\$ 700.00	\$ -
6	2575.501	SEEDING	AC	1.25	0.51	\$ 500.00	\$ 625.00	\$ 255.00
7	2575.502	SEED, MIXTURE 250	LB	88	44	\$ 4.00	\$ 352.00	\$ 176.00
8	2575.511	MULCH MAERIAL TYPE 1	TON	2.50	1.25	\$ 200.00	\$ 500.00	\$ 250.00
9	2575.532	FERTILIZER, TYPE 1	LB	260	130	\$ 0.30	\$ 78.00	\$ 39.00
10	2582.502	4" SOLID LINE WHITE - EPOXY	LF	610	1,370	\$ 4.00	\$ 2,440.00	\$ 5,480.00

Schedule E Subtotal: \$ 13,181.00 \$ 14,686.00

BID SUMMARY

Contract: CP 2005-22
 Owner: City of Inver Grove Heights
 Project: Cahill South Sanitary Lift Station Improvements

Schedule	Description
A	Watermain Improvements
B	Cahill Avenue Extension
C	Sanitary Sewer Improvements
D	Inver Grove Trail Improvements
E	TH 52 Median Access Closure at Inver Grove Trail

Total Estimated Cost	Total Contract Cost to Date
\$ 111,582.00	\$ 109,420.00
\$ 632,957.80	\$ 591,998.47
\$ 483,937.00	\$ 443,816.00
\$ 233,479.90	\$ 232,118.34
\$ 13,181.00	\$ 14,686.00
\$ 1,475,137.70	\$ 1,392,038.81

Total Base Bid

Original Contract Amount	\$ 1,475,137.70	
Change Order #1	\$ 157,523.12	\$ 157,523.12
Change Order #2	\$ 37,865.25	\$ 37,865.25
Change Order #3	\$ 8,255.19	\$ 8,255.19
Change Order #4	\$ 6,298.00	\$ 6,298.00
Change Order #5	\$ 13,087.50	\$ 13,087.50
Change Order #6	\$ 2,521.80	\$ 2,521.80
Change Order #7	\$ 4,132.24	\$ 4,132.24
Revised Contract Amount	\$ 1,704,820.80	
Contract Work Completed to Date		\$ 1,621,721.91
Retainage (5%)		\$ 81,086.10
Previous Payments		\$ 1,533,100.19
Amount Due This Payment 8		\$ 7,535.62

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Approving Evergreen Land Services request to amend their Contract \$80,000 to \$96,000 for land acquisition negotiation management services in relation to the City Project No. 2003-15 – Northwest Area Trunk Utility Improvements

Meeting Date: March 24, 2008
Item Type: Consent Agenda
Contact: Steve W. Dodge, 651-450-2541 *SWD*
Prepared by: Steve W. Dodge, Asst. City Engineer
Reviewed by: Scott D. Thureen, City Engineer *SAT*

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED

Consider Approving Evergreen Land Services request to amend their Contract from \$80,000 to \$96,000 for land acquisition negotiation management services in relation to the City Project No. 2003-15 NW Area Trunk Sewer and Water Improvements.

SUMMARY

Evergreen Land Services was contracted to assist the City in negotiations with landowners pertaining to temporary and permanent easements to be acquired in coordination with the 2003-15 NW Area Trunk Sewer and Water Improvements project.

Evergreen has responded they have currently reached almost \$95,000 in fees which is more the original \$80,000 amount approved by the Council. The attached letter from Evergreen explains that the cost overrun is due to many of the changes that occurred from the original project scope to include: design, valuation, an extended timetable, many additional meetings with owners, amendments to agreement documents, added total acquisition parcels, and other unforeseen circumstances that created additional time to be spent to complete this project. Attached is Evergreen Land Services Request and the original approval dated January 8, 2007.

Evergreen Land Services aided in negotiation a very successful taking of easements for the project and provided excellent communication between landowners, City Staff, Engineering and Survey Consultants, City Attorney, and appraisers throughout the acquisition process.

Public Works/Engineering recommends approval of Evergreens current expenses and up to an additional \$1,000 for completing the project for a total not-to-exceed amount of \$96,000 for the City Project 2003-15 NW Area Trunk Sewer and Water Improvements

SWD/kf

Attachments: Evergreen Land Service's Request
Original Agreement Memo dated January 8, 2007

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

ATTORNEYS AT LAW

ROGER C. MILLER
TIMOTHY J. KUNTZ
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ROLLIN H. CRAWFORD
*KENNETH J. ROHLF
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◦DONALD L. HOEFT
DARCY M. MOHR
ROBIN M. HENNIX
DAVID S. KENDALL
JEROME PORTER
BRIDGET McCAULEY NASON

HAROLD LEVANDER
1910-1992

ARTHUR GILLEN
1919 - 2005

*ALSO ADMITTED IN WISCONSIN
◦ALSO ADMITTED IN NORTH DAKOTA
◦ALSO ADMITTED IN MASSACHUSETTS

MEMO

TO: Mayor and Councilmembers
FROM: Timothy J. Kuntz and Kenneth J. Rohlf
DATE: January 8, 2007
RE: Northwest Area Water and Sanitary Sewer Extension Project

SECTION 1. Background. The Northwest Area Water and Sanitary Sewer Extension Project ("Project") includes the extension of water and sanitary sewer utilities into the Northwest Area of the City of Inver Grove Heights. Recently, Bolten & Menk, the City's consulting engineer on the Project, completed the design and physical alignment of the Project. Based upon the Project design, road right-of-way and permanent and temporary utility easements will need to be acquired from approximately thirty-eight (38) different landowners. The acquisition process will require approximately thirty-eight (38) separate appraisals and individual negotiations with each affected landowner. Consequently, the Public Works Department and the City Attorney's Office completed individual interviews with three separate companies that have the ability to perform the appraisal and/or the landowner negotiation services.

SECTION 2. Appraisal Assignment. ProSource Technologies, Inc., Integra Realty Resources and Evergreen Land Services Company were separately personally interviewed for the appraisal assignments. Moreover, each company submitted a cost estimate for the appraisal assignment requested. The aggregate cost estimates submitted by the companies for all thirty-eight appraisals were: Evergreen Land Services Company (\$56,700), Integra Realty Resources (\$70,000) and ProSource Technologies, Inc. (\$83,000). After weighing the cost estimates, the ability of a company to staff and complete the appraisal assignment, the personal interviews with the actual appraiser(s) and the relative experience and accreditation of the companies, the PWD and City Attorney recommend that the City Council authorize the PWD to engage Integra Realty Resources for up to \$80,000 to perform the appraisal component of the Project. Additionally, the PWD and City Attorney recommend that the City Council authorize the PWD to engage Integra Realty Resources on an hourly basis of \$275 per hour for post-negotiation condemnation preparation and testimony should the negotiation process fail to produce an acquisition settlement.

Moreover, based on the Project plans and the impact of the Project on various landowners, it has been the City's experience that an allowance should be made to hire a second appraiser on the more difficult and potentially contested parcels. The PWD and the City Attorney recommend that the Council authorize the PWD to engage Metzen Realty for up to \$10,000, to perform second appraisals on a select group of contested acquisitions.

SECTION 3. Landowner Negotiation Assignment. Both ProSource Technologies, Inc., and Evergreen Land Services Company have a division within their companies that negotiates acquisitions with affected landowners. Both companies, and the actual acquisition agent, were interviewed on two separate occasions and each company submitted a cost estimate to complete the negotiation assignment for the thirty-eight parcels. The cost estimates for the two companies were: Evergreen Land Services Company (\$71,250) and ProSource Technologies, Inc. (\$71,820). After weighing the cost estimates, the ability of a company to staff and complete the acquisition negotiation assignment, the personal interviews with the actual acquisition agent and the relative experience and accreditation of the companies, the PWD and City Attorney recommend that the City Council authorize the PWD to engage Evergreen Land Services Company for up to \$80,000 to assist the City with the landowner negotiation component of the Project.

SECTION 4. Recommendation.

The Director of Public Works and the Office of the City Attorney recommend that the City Council authorize the PWD to:

1. Engage Integra Realty Resources in an amount not to exceed \$80,000 to assist the City with the appraisal component of the Project;
2. Engage Integra Realty Resources on an hourly basis of \$275 per hour for post-negotiation condemnation preparation and testimony should the negotiation process fail to produce an acquisition settlement;
3. Engage Metzen Realty, Inc. in an amount not to exceed \$10,000, to perform second appraisals on a select group of contested acquisitions; and
4. Engage Evergreen Land Services Company in an amount not to exceed \$80,000 to assist the City with the landowner negotiation component of the Project.

February 29, 2008

City of Inver Grove Heights
Mr. Scott Thureen
Public Works Director
8150 Barbara Avenue
Inver Grove Heights, MN 55077

RE: Northwest Area Sewer City Project 2003-15

Dear Mr. Thureen:

It has come to our attention that we have exceeded the amount approved by the City Council to complete our component of the referenced project. As you are aware we have completed the acquisition on all parcels while avoiding condemnation on every parcel except one. The one parcel that remains in condemnation has extenuating circumstances beyond the ability to resolve differences; we do not expect this parcel to reach the condemnation commission hearings.

Our invoices to date total \$95,000.00 and our work is completed unless you request our assistance on the two remaining parcels being purchased in whole.

This project experienced numerous changes to design, valuation, timetable and other unforeseen circumstances that created additional time to be spent to complete this project. I have outlined the circumstances below:

General:

Property owners received a letter introducing the project and our involvement in the project. The letter requested property owners to contact us for further project information, they did and we had numerous conversations with property owners explaining the delay.

When we received the completed appraisals at the beginning of the project we created working files to present to the affected property owners. We also created our data base and offer letters to the affected property owners. These appraisals changed due to design changes. We had to start over with our database and offer letters and return the outdated appraisals. To the best of my recollection this occurred twice.

Files were created for parcels that were later removed and new parcels were added causing additional time to be spent.

The project timetable was increased and more time was allowed to attempt successful negotiations with the unresolved parcels. This increase in time allowed for more meetings and weekly conference calls with the City Attorney and City staff. At the start of the project we did not predict the number of meetings and conference calls to be this high, City staff would not have predicted this either.

Extra negotiation time was spent in an effort to resolve differences and avoid condemnation on numerous parcels, this effort was successfully accomplished.

Two parcels went from partial acquisitions to total acquisitions including time spent on moving bids and relocation studies. This added considerable time and energy on these two parcels. This will be addressed in more detail on those specific parcels further in this letter.

An outline of each parcel is listed below:

Parcel 1 – Inverwood Business Park, LLC:

This parcel is being handled by the City of Inver Grove Heights. Our only involvement was discussions during the weekly conference calls.

Parcel 2 – Inver Hills Assembly of God Church:

There were no real difficulties with this file. We did have an additional meeting or two due to the fact that the Pastor and the church board needed to discuss review all the documents before signatures were obtained.

Parcel 4 - Inver Grove Land LLC:

Owners of Parcel 4 also own/control parcels 15 & 30. Owners would not complete negotiations on Parcel 4 until Parcel 30 was complete. (See parcel 30)

Parcel 6 – Minnesota State Armory Commission:

Although there were not a lot of difficulties with this file, numerous phone calls and a few meetings were needed to make sure the documents went through the proper chain of command for approval and signatures.

Parcel 7 – Newton:

A revised tree appraisal was required due to missed trees. Multiple changes to original offer resulted in protracted negotiations in order to reach settlement.

Parcel 8 – George and Elizabeth Hakanson:

The tree appraisal that was part of the total valuation appraisal missed some landscaping that would be within the new right of way. Kunde was contacted and we met with them on site. Property owners also received their own tree/landscaping report. A new appraisal was received and a new offer was created and presented to the owners.

The owners obtained their own appraisal and we had discussions with their appraiser. We worked with Integra & Metzen appraisal firms concerning our offer and the question of severance damage due to tree loss. This led to more time spent in negotiations.

The administrative settlement was based upon their appraisal and the new tree/landscaping and took additional time in negotiating with the owners.

Parcel 9 – Goppelt:

A revised tree appraisal was required. Numerous issues resulted from design and tree appraisal regarding trees, fences and other issues resulted in protracted negotiations with Landowner attorney.

Parcel 10 – Steenberg:

Mr. Steenberg was quite angry about the project in general and did not want it to go through. Numerous meetings as well as a revised tree appraisal were needed. Mr. Steenberg obtained his own appraisal and more negotiations took place with a final agreement, which avoided condemnation. Mortgage releases were needed due to the timing of the negotiations and payments needed to be dispersed accordingly.

Parcel 11 – Cain:

The tree appraisal that was part of the total valuation appraisal missed some trees and we needed to meet with Kunde on site. Integra did not review the issue of severance damage in their report and we asked them to review this issue. This involved more meetings, correspondence and conference calls.

It was determined that the tree loss caused severance damage to the property and was included in a new appraisal. A new appraisal was received and a new offer was created and presented to the owners.

Parcel 12 – Fox:

This property is rental property with multiple owners. We needed to contact the owners a number of times to determine title status and legal ownership for the documents to be created correctly.

Owners interviewed three companies to obtain their own report. The owners had these appraisers contact us to provide information to them. The Fox family did not actually obtain an appraisal and we were able to build an administrative settlement that was acceptable through numerous meetings, conference calls and correspondence.

Parcel 14 – Gordon:

A revised tree appraisal was required. Multiple changes to offers due to the tree appraisal being re-done caused protracted negotiations in order to reach an agreeable settlement.

Parcel 15 – MWF Properties LLC:

Owners of Parcel 15 also own/control parcels 4 & 30. Owners would not complete negotiations Parcel 15 until Parcel 30 was complete. (See parcel 30)

Parcels 16 & 17 – Wistl:

This property experienced one of the more drastic design changes and this caused confusion with the property owner. The owner received drawings that were changed. Needed to meet with the owner numerous times to resolve this issue.

Owner had previous purchase agreements on the property for more than the appraised amount for the new right of way. This caused numerous meetings, conference calls and correspondence to achieve an administrative settlement that was acceptable.

Parcel 18 – Schroeder:

This parcel is one of the two that changed from a partial acquisition to a total acquisition. The change to the acquisition caused a great amount of additional work and time. We were asked to provide estimates for moving as well as potential relocation expenses. This was not expected at the beginning of the project and can be considered an additional service.

Being that this transformed into a total acquisition the property owner obtained their own appraisal and numerous meetings with the owners as well as City staff were required to reach an agreeable price for the property.

This parcel is not concluded at this time and additional time will need to be spent to complete the purchase agreement and close on the property.

Parcel 19 – Rechtzigel:

The owners of this parcel are divorced and they failed to file the appropriate documentation at Dakota County Courthouse. We assisted them with help from the City Attorney to complete the documentation so we could record our easement.

Needed to meet with Bolton-Menk representative concerning the slope in the after condition as well as ownership of one tree.

Parcel 20 – Bathrick and Iverson:

This was a small taking with few difficulties. There were multiple owners of the property, which needed a couple more meetings for signatures. At the initial meeting with Mr. Bathrick he stated that he would meet with the other owners and get signatures and notary signatures. Unfortunately the documents came back signed but with no notary signatures. This prompted future meetings for new signatures.

Parcel 21 – Malensek:

Preliminary efforts were undertaken on parcel; including file and document preparation, offer presentation and early negotiations. Parcel was then removed from project.

Parcel 23 – Espeseth:

The tree appraisal that was part of the total valuation appraisal missed some trees and landscaping and needed to be changed. A new appraisal was received and a new offer was created and presented to the owners.

This site had physical issues with their well and septic system being potentially affected by the construction. Numerous meetings, conference calls and correspondence needed to occur to resolve these issues.

The owner had a purchase agreement in place at the time the original offer was presented. The land value on the purchase agreement and the land value on the appraisal for the right of way were quite different. This difference caused numerous meetings with the owner's attorney to complete an administrative settlement that was acceptable to both parties.

Parcel 26 – Corniea:

Owner entered into a purchase agreement during negotiations for the easement. Would not sign the easement until the purchase agreement was signed. Had numerous conversations with owner and his attorney concerning the additional work that would be required if they wait until the purchase agreement is signed. Owner entered into the purchase agreement prior to signing the easement for a land value higher than the land value in the appraisal for the easement. Numerous meetings, conference calls and correspondence needed to occur to resolve the difference in land value. Due to the purchase agreement, consent to easement was drafted and signed as part of the easement document.

Parcel 27 – Lee:

There was numerous attempted phone calls and stop by visits before contact was able to be made with the Lee family. After contact was made it was discovered that a number of trees were missed in the original tree appraisal as well as electrical planter boxes and retaining wall. Meetings took place at the site with the City staff and engineer to discuss changing the size of the easement area to lessen the impact of the home. True Lee then got her own appraisal done. Meetings were then set up with landscapers to get values for the planter boxes and retaining wall as well as the tree values. After numerous failed attempts to get someone out there figures were finally received. Meetings took place to go over estimates as well as the homeowner's appraisal. After communication with City staff an agreement was reached which avoided condemnation. Meetings then took place with the family to go over the documents, which were signed and then for delivery of payment.

Parcel 29 – Lindell:

This parcel started out as a partial taking. Homeowner at the time was extremely unhappy with the value and the thought of the impact on her property. She hired an attorney and asked that her whole property be taken. This was discussed with the City and an appraisal was done for a total take as well as a partial take. The property owner also had an appraisal done for both values. It was then determined by the City to move ahead on the total take.

This parcel is one of the two that changed from a partial acquisition to a total acquisition. The change to the acquisition caused a great amount of additional work and time. We were asked to provide estimates for moving as well as potential relocation expenses. This was not expected at the beginning of the project and can be considered an additional service. A price was agreed upon based on the City's appraisal and a purchase agreement was put together and presented to the property owner, which is presently under review.

This parcel is not concluded at this time and additional time will need to be spent to complete the purchase agreement and close on the property.

Parcel 30 – Inverwood LLC:

Commercial/developer site. Landowner had multiple issues with the project and its revisions regarding size, scope and duration of the Temporary easement and its impact on their use and development. Multiple meetings and drafts of Temporary easement size, scope and duration took place with the City Attorney and City Staff. Multiple meetings and contacts with City Staff and the City Attorney to accomplish and obtain a satisfactory Temporary Easement and City drafted letter to Landowner to achieve a settlement.

Parcel 31 – Amazing Grace Lutheran Church f/k/a Peace Lutheran:

Revised appraisal required, resulting in new offer and negotiations. Church obtained an appraisal requiring review of appraisal. Legal entity and name status at church resulted in prolonged negotiations in order to achieve satisfactory agreement.

Parcel 32 and 33 – Kath Fuel Oil Co. Inc.:

Commercial site. Landowner had several concerns about future development. Multiple meetings with Landowners attorney regarding proposed plans for future development of their site. Lengthy negotiations and memos regarding

future parcel use from City Staff resulted in prolonged negotiations with the Landowners attorney in order to achieve a settlement.

Parcel 34 – Jesme:

Residential site. Large amount of tree loss not covered in original tree appraisal. Revised tree appraisal required resulting in multiple on site visits requiring staking of easement area and evaluation of additional tree loss.

Parcel 36 – Oren:

Met with a representative of the Oren family and presented the offer and provided the appraisal. We learned that the property is under a purchase agreement with McGough Development. Sent appointment with the representative of McGough, Mr. Greg Munson, and presented the offer and provided the appraisal to them. Met with Mr. Munson and Ken Rohlf concerning the ability to get the easements signed. It was determined that we could enter into a right of entry and gain the necessary easements when McGough plats the property. McGough requested a change to the easement area and a meeting was set with Bolton-Menk, Ken Rohlf and consultants for McGough. Numerous meetings and correspondence occurred to determine the easement area and how to plat the easement to fit with the plans of McGough.

Parcel 37 – Pilhofer:

We learned that the property is under a purchase agreement with McGough Development. Sent appointment with the representative of McGough, Mr. Greg Munson, and presented the offer and provided the appraisal to them. Met with Mr. Munson and Ken Rohlf concerning the ability to get the easements signed. It was determined that we could enter into a right of entry and gain the necessary easements when McGough plats the property. McGough requested a change to the easement area and a meeting was set with Bolton-Menk, Ken Rohlf and consultants for McGough. Numerous meetings and correspondence occurred to determine the easement area and how to plat the easement to fit with the plans of McGough.

Parcel 38 – Legacy Holdings – IGH LLC:

Change in design resulted in changes to offer. Platting and design issues resulted in prolonged negotiations in order to achieve a satisfactory agreement.

Parcel 40 – Inverwood Business Park, LLC:

This parcel is being handled by the City of Inver Grove Heights. Our only involvement was discussions during the weekly conference calls.

Parcel 41 – O’Shaughnessy:

Design change requiring a new appraisal. Landowner obtained an appraisal requiring extensive review. Landowner objections to document language and trust issues with City resulted in prolonged negotiations in order to achieve satisfactory agreement.

As you are aware, the project was very successful in obtaining the right of way without using the condemnation process. We spent added time on parcels resolving differences to avoid condemnation. This project was also more difficult due to the land market conditions and the expectation of the sewer and water systems to the marketability of the properties.

Please review this information and contact me with any questions or comments that you may have.

Thank you.

Sincerely,

Matthew S. Storm SR/WA
President
Evergreen Land Services, Co.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Approve Consultant for VMCC Gymnasium Flooring Replacement

Meeting Date: March 24, 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

Consider approval to hire Ankeny Kell Architects to test and develop plans and specifications for the replacement of the gymnasium floor in the National Guard. Ankeny’s fee of \$7,850 is budgeted for in the 2008 VMCC operating budget. The Council’s approval is contingent on the City receiving a signed copy of the attached “Letter of Understanding” from the MN National Guard.

SUMMARY

The flooring in the gymnasium has failed and is in need of replacement. The National Guard has verbally agreed to help fund 50% of the project cost estimated to be \$150,000. The City has budgeted for our portion of the project in the 2008 VMCC Operating Budget.

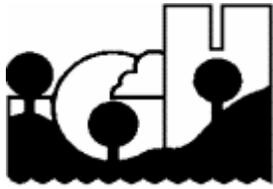
The City has asked the MN National Guard to sign a “Letter of Understanding” (see attached).

Ankeny Kell will perform the following tests to figure out why the current floor has failed:

- Obtain two concrete core samples through the concrete slab. Document the soil conditions and soil moisture content to a depth of 2-3’ below the slab.
- Perform a series of four moisture vapor emission tests in accordance with ASTM:F1869
- Perform a series of four relative humidity tests in accordance with ASTM:F2170
- Document the chloride-ion content of 1 concrete core sample

This information obtained through testing will help Ankeny determine which type of floor system to use and if any corrective measures will be necessary prior to installation of a new floor.

Ankeny will develop plans and specifications which will be brought back to the Council for consideration prior to going out to bid.



Memo of Understanding
Inver Grove Heights National Guard Facility – Gymnasium Flooring

This memo of understanding is between the Minnesota National Guard and the City of Inver Grove Heights, Minnesota. The National Guard and City are interested in replacing the floor/improving the gymnasium of the National Guard Armory attached to the Veterans Memorial Community Center located at 8055 Barbara Ave. The understanding both parties has at this time includes:

- The City and Guard would approve of a mutually beneficial flooring system including specifications and final cost.
- The City and Guard would split the project cost 50/50 assuming both entities can acquire necessary funding (estimated total cost is \$150,000).
- The City and the Guard would agree how to the use of the floor, how to protect the investment from unexpected damage and maintain the floor mutually through its expected useful life.
- The City would take the "lead" on the project and the guard would reimburse the city its share.
- The project would be scheduled during an agreed upon time that will provide the least amount of disruption for the City and the Guard.
- Project includes the engineering, removal and replacement of approximately 12,000 square feet of vinyl gymnasium flooring.

Joe Lynch
City Administrator
City of Inver Grove Heights

Terry Palmer
Comptroller
State Department of Military Affairs

Date

Date

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Resolution Approving Plans and Specifications and Authorizing Advertisement for Bids for City Project No. 2003-03, Southern Sanitary Sewer System

Meeting Date: March 24, 2008
Item Type: Consent
Contact: Scott D. Thureen, 651-450-2572
Prepared by: Scott D. Thureen, City Engineer
Reviewed by: *SDT*

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED

Consider a resolution approving the plans and specifications and authorizing advertisement for bids for City Project No. 2003-03, Southern Sanitary Sewer System.

SUMMARY

The City Council ordered City Project No. 2003-03 on January 14, 2008 and authorized the preparation of final construction plans and specifications using the engineering consulting firm Kimley-Horn and Associates. The plans and specifications are complete. The project needs to be advertised for bids on March 31, 2008 to maintain our coordination effort with the Mn/DOT East Frontage Road project.

I recommend approval of the resolution approving the plans and specifications and authorizing advertisement for bids for City Project No. 2003-03, Southern Sanitary Sewer System.

SDT/kf
Resolution

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

**RESOLUTION APPROVING PLANS AND SPECIFICATIONS AND AUTHORIZING
ADVERTISEMENT FOR BIDS FOR CITY PROJECT NO. 2003-03 – SOUTHERN SANITARY SEWER
SYSTEM**

RESOLUTION NO. _____

WHEREAS, a resolution passed by the City Council on December 10, 2007 called for a public hearing on the proposed improvement project, City Project No. 2003-03 – Southern Sanitary Sewer System; and

WHEREAS, published notice was given pursuant to Minnesota Statute 429.031, and the hearing was held on January 14, 2008, at which time all persons desiring to be heard were given an opportunity to be heard thereon; and

WHEREAS, a resolution was passed by the City Council on January 14, 2008 whereby improvements were ordered, plans and specifications were authorized, and right-of-way acquisitions were ordered.

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

1. Plans and specifications of City Project No. 2003-03 – Southern Sanitary Sewer System are hereby approved.
2. The City Engineer is hereby authorized to advertise for bids with respect to City Project No. 2003-03 - Southern Sanitary Sewer System.
3. The contract for these improvements shall be let no later than two years after the adoption of this resolution.

Adopted by the City Council of Inver Grove Heights this 24th day of March 2008.

AYES:

NAYS:

George Tourville, Mayor

ATTEST:

Melissa Rheume, Deputy Clerk

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Resolution Approving the Joint Powers Agreement between Dakota County and the City of Inver Grove Heights for the Reconstruction of County Road 28 (80th Street) from Trunk Highway 3 (Robert Street) to County State Aid Highway 73 (Babcock Trail) in Inver Grove Heights, for City Project No. 2003-15 – Northwest Area Trunk Utility Improvements and County Project No. 28-36

Meeting Date: March 24, 2008
 Item Type: Consent Agenda *SWP*
 Contact: Steve W. Dodge, 651-450-2541
 Prepared by: Steve W. Dodge, Asst. City Engineer
 Reviewed by: Scott D. Thureen, City Engineer *SAT*

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED

Consider resolution approving the Joint Powers Agreement between Dakota County and the City of Inver Grove Heights for the reconstruction of County Road 28 (80th Street) from Trunk Highway 3 (Robert Street) to County State Aid Highway 73 (Babcock Trail) in Inver Grove Heights, for City Project No. 2003-15 Trunk Sewer and Water Improvements and County Project No. 28-36.

SUMMARY

A Joint Powers Agreement (JPA) is needed between the City and the County in order to define the shared costs and responsibilities in relation to the City Project No. 2003-15 Trunk Sewer and Water Improvements and County Project No. 28-26 as is allowed under the Minnesota Statutes Sections 162.17, subd. 1 and 471.59, subd. 1, where two or more governmental units may enter into an agreement to cooperatively exercise any power common to the contracting parties, and one of the participating governmental units may exercise one of its powers on behalf of the other governmental units.

The agreement is a standard Joint Powers Agreement which comes towards the end of a project final design and bidding phase once the costs sharing and each public entities responsibility is better understood. The County has agreed to contribute \$94,500 as part of it's shared project costs. All other responsibilities within the agreement are standard for a County Roadway within the City of Inver Grove Heights. The JPA has been reviewed and approved by both the Legal Council and Engineering Divisions of the City and County. The JPA will be before the County Board at their April 1st meeting if approved by the City Council of Inver Grove Heights at it's March 24th meeting.

Public Works/Engineering recommends approval the Joint Powers Agreement between Dakota County and the City of Inver Grove Heights for the Reconstruction of County Road 28 (80th Street) from Trunk Highway 3 (Robert Street) to County State Aid Highway 73 (Babcock Trail) in Inver Grove Heights, Dakota County, for City Project No. 2003-15 Trunk Sewer and Water Improvements and County Project No. 28-36

SWD/kf

Attachments: Resolution
 Joint Powers Agreement

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING THE CITY OF INVER GROVE HEIGHTS TO ENTER INTO A
JOINT POWERS AGREEMENT BETWEEN DAKOTA COUNTY AND THE CITY OF INVER
GROVE HEIGHTS, MINNESOTA FOR ENGINEERING, RIGHT-OF-WAY ACQUISITION AND
HIGHWAY CONSTRUCTION FOR COUNTY PROJECT NO. 28-36 AND CITY PROJECT NO.
2003-15 (NORTHWEST AREA UTILITY IMPROVEMENTS)**

WHEREAS, a Joint Powers Agreement is needed between the City of Inver Grove Heights and Dakota County in order to define the shared costs and responsibilities in relation to County Project No. 28-26 and City Project No. 2003-15 Northwest Area Utility Improvements and as is allowed under the Minnesota Statutes Section 471.59, subd. 1; and

WHEREAS, it is considered mutually desirable to reconstruct County Road (CR) 28 (80th Street) from Trunk Highway (TH) 3 to County State Aid Highway (CSAH) 73 (Babcock Trail) in Inver Grove Heights, Dakota County; and

WHEREAS, the County and the City have included this project in their Capital Improvement Programs and will jointly participate in the costs of said engineering, construction, and right of way acquisition; and

WHEREAS, it is agreed that the County and the City will share project responsibilities and jointly participate in the project costs associated with engineering, highway construction, and related activities as described in the Joint Powers Agreement; and

NOW, THEREFORE, BE IT RESOLVED, that the City of Inver Grove Heights enter into a Joint Powers Agreement between Dakota County and the City of Inver Grove Heights for Engineering, Right-of-Way Acquisition and Highway Construction for County Project No. 28-36 and City Project No. 2003-15 (Northwest Area Utility Improvements).

BE IT FURTHER RESOLVED, that the proper City officers be and hereby are authorized to execute such agreement, and thereby assume for and on behalf of the City all of the contractual obligations contained therein.

Approved by the City Council of Inver Grove Heights this 24th day of March 2008.

AYES:
NAYS:

George Tourville, Mayor

ATTEST:

Melissa Rheaume, Deputy Clerk

JOINT POWERS AGREEMENT

DAKOTA COUNTY

DEPARTMENT OF TRANSPORTATION

AGREEMENT FOR

ENGINEERING,

RIGHT OF WAY ACQUISITION AND

HIGHWAY CONSTRUCTION

BETWEEN

THE COUNTY OF DAKOTA

AND

THE CITY OF INVER GROVE HEIGHTS

FOR

COUNTY PROJECT NO. 28-36

FOR THE

Reconstruction of County Road 28 (80th St) from Trunk Highway 3 (Robert Street) to County State Aid Highway 73 (Babcock Trail) in Inver Grove Heights, Dakota County.

THIS AGREEMENT, made and entered into by and between the County of Dakota, referred to in this Agreement as "the County"; and the City of Inver Grove Heights, referred to in this Agreement as "the City"; and witnesses the following:

WHEREAS, under Minnesota Statutes Section 471.59, subd. 1, two or more governmental units may enter into an agreement to cooperatively exercise any power common to the contracting parties, and one of the participating governmental units may exercise one of its powers on behalf of the other governmental units; and

WHEREAS, it is considered mutually desirable to reconstruct County Road (CR) 28 (80th Street) from Trunk Highway (TH) 3 to County State Aid Highway (CSAH) 73 (Babcock Trail) in Inver Grove Heights, Dakota County; and

WHEREAS, the County and the City have included this project in their Capital Improvement Programs and will jointly participate in the costs of said engineering, construction, and right of way acquisition.

NOW, THEREFORE, it is agreed that the County and the City will share project responsibilities and jointly participate in the project costs associated with engineering, highway construction, and related activities as described in the following sections:

1. Engineering. Engineering and contract administration costs for the roadway construction shall be the sole responsibility of the City.
2. Roadway Construction Items. The County shall contribute an amount equivalent to a bituminous overlay for the length of the project. This amount has been determined to be \$94,500.

3. Aesthetic Elements. Aesthetic elements for the project include landscaping, plantings, decorative pavements, or surface treatments. The City shall be responsible for 100% of the costs of all aesthetic elements.
4. City Utilities. Except as stated in Sections 1, 2, & 3 of this agreement, the City shall pay all other costs for new storm sewer, storm water ponding and other drainage facilities, sanitary sewer, watermains and appurtenances, and roadway lighting constructed as part of this project. Further, the City shall be responsible for maintenance of all such facilities after the completion of the project.
5. Right-of-Way. The City will acquire all new right of way needed for permanent and temporary highway, sidewalk and trail construction, sanitary sewers, water mains, wetland damage mitigation and banking, drainage and ponding, and water pollution control best management practices for this project in a manner consistent with applicable State laws and rules. The City shall acquire said right of way at no cost to the County. Upon completion of the project, the ownership of the permanent right of way needed for the operation and maintenance of CR 28 shall be transferred to the County by recordable documents. Upon completion of the project, the ownership of the drainage and ponding easements shall remain with the City.
6. Plans and Specifications. The City will prepare complete grading, paving, storm sewer and municipal utility plans and specifications for the reconstruction of CR 28 consistent with State Aid design standards and the Dakota County Transportation Plan.
7. Award of Contract. The City will advertise for bids for the construction of this project in accordance with Minnesota Law and will provide the County with an analysis of the bids received.
8. Payment. The City will administer the construction contract and act as the paying agent for the costs of acquiring the required highway right of way, and for all payments to the Contractor. The City will also bill the County for the County's share of the project costs (\$94,500). Upon

presentation of an itemized claim by one agency to the other, the receiving agency shall reimburse the invoicing agency for its share of the costs incurred under this Agreement within 30 days from the presentation of the claim. If any portion of an itemized claim is questioned by the receiving agency, the remainder of the claim shall be promptly paid, and accompanied by a written explanation of the amounts in question. Payment of any amounts in dispute will be made following good faith negotiation and documentation of actual costs incurred in carrying out the work.

9. Change Orders and Supplemental Agreements. Any change orders or supplemental agreements that affect the project cost participation must be approved by both parties prior to execution of work.

10. Final completion. Final completion of the construction project must be approved by both the County and the City.

11. Storm Sewer Maintenance. Upon acceptance of the project, the City shall be responsible for storm sewer maintenance within the County right of way.

12. Sidewalks and Bike Trails. Upon acceptance of the project, the City shall be responsible for sidewalk and trail maintenance.

13. Pavement Maintenance. Upon acceptance of the project by the City and County, the County shall be responsible for all pavement maintenance within County right of way unless necessitated by a failure of a municipal utility system or installation of new facilities.

14. Subsequent Excavation. After completion of the project, and after expiration of the warranty period regarding repair, if excavation within the highway right of way is necessary to repair or install water, sewer, or other city utilities, the City shall apply for a permit from the County and shall be responsible to restore the excavated area and road surface to its original condition at the time of disturbance. If the City fails to have the highway properly restored, the County

Engineer may have the work done and the City shall pay for the work within 30 days following receipt of a written claim by the County.

15. Rules and Regulations. The County and the City shall abide by Minnesota Department of Transportation standard specifications, rules and contract administration procedures.

16. Indemnification. The County agrees to defend, indemnify, and hold harmless the City against any and all claims, liability, loss, damage, or expense arising under the provisions of this Agreement and caused by or resulting from negligent acts or omissions of the County and/or those of County employees or agents. The City agrees to defend, indemnify, and hold harmless the County against any and all claims, liability, loss, damage, or expense arising under the provisions of this Agreement for which the City is responsible, including future operation and maintenance of facilities owned by the City and caused by or resulting from negligent acts or omissions of the City and/or those of City employees or agents. All parties to this agreement recognize that liability for any claims arising under this agreement are subject to the provisions of the Minnesota Municipal Tort Claims Law; Minnesota Statutes, Chapter 466. In the event of any claims or actions filed against either party, nothing in this agreement shall be construed to allow a claimant to obtain separate judgments or separate liability caps from the individual parties.

17. Waiver. Any and all persons engaged in the work to be performed by the County shall not be considered employees of the City for any purpose, including Worker's Compensation, or any and all claims that may or might arise out of said employment context on behalf of said employees while so engaged. Any and all claims made by any third party as a consequence of any act or omission on the part of said County employees while so engaged on any of the work contemplated herein shall not be the obligation or responsibility of the City. The opposite situation shall also apply: the County shall not be responsible under the Worker's Compensation Act for any employees of the City.

18. Audits. Pursuant to Minnesota Statutes Sec 16 C. 05, Subd. 5, any books, records, documents, and accounting procedures and practices of the City and the County relevant to the Agreement are subject to examination by the County or the City and either the Legislative Auditor or the State Auditor as appropriate. The City and County agree to maintain these records for a period of six years from the date of performance of all services covered under this agreement.

19. Integration and Continuing Effect. The entire and integrated agreement of the parties contained in this Agreement shall supersede all prior negotiations, representations or agreements between the City and the County regarding the project; whether written or oral. All agreements for future maintenance or cost responsibilities shall survive and continue in full force and effect after completion of the roadway and signal construction provided for in this Agreement.

IN WITNESS THEREOF, the parties have caused this agreement to be executed by their duly authorized officials.

CITY OF INVER GROVE HEIGHTS

RECOMMENDED FOR APPROVAL:

Public Works Director

By _____
Mayor

APPROVED AS TO FORM:

(SEAL)

City Attorney

By _____
City Clerk

Date _____

DAKOTA COUNTY

RECOMMENDED FOR APPROVAL:

APPROVED AS TO FORM:

County Engineer

Assistant County Attorney

COUNTY BOARD RESOLUTION:

No: 06-57 Date: January 31, 2006

By: _____
Physical Development Director

Date: _____

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

ATTORNEYS AT LAW

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

MEMO

TO: City of Inver Grove Heights Mayor and Councilmembers
FROM: Timothy J. Kuntz, City Attorney
DATE: March 20, 2008
**RE: Qwest – Agreement Regarding Relocation of Facilities and
Reservation of Rights**

Section 1. Background. Qwest is in dispute with the County and City with regard to the issue of Qwest's obligation at its own expense to relocate its telecommunication lines within County Road 28. Qwest takes the position that because the roadway is a County roadway Qwest does not have an obligation at its own expense to relocate for the City utilities.

Special Counsel James Strommen has been meeting with Qwest to address this issue. The cost issue has not yet been resolved with Qwest. However, to keep the project on schedule, the attached Agreement has been prepared. The Agreement provides that Qwest will commence the relocation activity but that Qwest reserves its right to continue to claim reimbursement. The City and County agree that they will not claim waiver or estoppel against Qwest based on the fact that Qwest will be commencing the relocation. All parties agree to meet and confer and continue the discussions with respect to the reimbursement issue.

Although the Agreement does not ultimately resolve the financial issues, it does keep the parties on schedule with respect to the project. The financial issues will either be solved by negotiation or by court decision at a later date.

Section 2. Council Consideration. This Agreement is on the Council Agenda for March 24. The County is scheduled to consider the Agreement on April 1. Qwest will be considering the Agreement before March 24 and we should know the position of Qwest with respect to the Agreement before Council action on March 24.

TJK:mes

Attachment

**AGREEMENT REGARDING RELOCATION OF FACILITIES AND
RESERVATION OF RIGHTS**

THIS AGREEMENT is effective this ___ day of March, 2008, by, between, and among the City of Inver Grove Heights, a Minnesota municipal corporation ("City"), Qwest Corporation, a _____ corporation ("Qwest"), and Dakota County, a Minnesota political subdivision ("County").

RECITALS:

A. The City plans to install deep sewer and force main under and along County and City right-of-way in the City in a Project identified as No. 2003-15 and the County plans to expand and improve its right-of-way during the Project, and the City and County are therefore finalizing a joint powers agreement pursuant to Minnesota Statutes, Sections 162.17 and 471.59 setting forth cost sharing and other duties in the Project ("Project").

B. As the Project Manager, the City intends to award the bid to the lowest responsible bidder on or about April 14, 2008 and proceed to execute final contract documents, hold the preconstruction meeting and issue a notice to proceed as soon as possible after the award for the commencement of the Project work.

C. The City and County have directed Qwest to relocate its underground facilities to another underground location where it will not interfere with the construction limits established by the Project plans and the City and County have determined that such relocation is necessary to allow the contractor to perform the Project work.

D. The parties do not agree whether Qwest has the right to be reimbursed for its cost to relocate its facilities within the County right-of-way portion of the Project, specifically, facilities located within CSAH 28 along 80th Street in the City ("County ROW").

E. The parties do agree that Qwest must relocate the Qwest facilities within City right-of-way in the Project, along Babcock Avenue, at its own expense, and without reimbursement from the City or County.

F. The parties do agree, under the terms of this Agreement, that the issue of Qwest's right to reimbursement shall be separated from the issue of Qwest's obligation to promptly relocate its facilities located within the Project, notwithstanding the dispute over reimbursement, the intent of the parties to avoid potential delay to the Project, avoid costly legal proceedings, and proceed with the Project as planned.

NOW THEREFORE, the parties, for valuable consideration, the sufficiency of which is hereby acknowledged, agree as follows:

1. The recitals are made a part of this Agreement;

2. Qwest agrees to allocate sufficient crews, timely commence all necessary work within the Project construction schedules established, diligently perform its work in coordination with the contractor, and make best efforts to complete its relocation of facilities located in the Project as set forth in the plans and specifications of the Project.

3. Qwest reserves its rights under law to respond to customer service emergencies, as such duties may affect allocation of crews dedicated to the Project, and the City and County agree that such rights available to Qwest under federal or state law are not altered hereby. Qwest agrees, however, to refrain from any withholding or slow down of crews or implementing any other stoppage or delay to the timely relocation of its facilities on the Project, due to any lack of resolution between the parties on the issue of reimbursement for such relocation.

4. The City and County agree that each will meet and confer in good faith with Qwest representatives to discuss Qwest's reimbursement request and its position on legal entitlement to reimbursement for costs incurred in the relocation of its facilities in County ROW in the Project. The parties will meet and confer on this issue either until a compromised resolution is reached or the positions have been sufficiently exchanged and the parties still hold good-faith differences in their view of legal rights of the parties regarding such reimbursement. This Agreement obligates the parties only to meet and confer in good faith and does not require any party to agree to a particular result or outcome, and each party reserves all rights to pursue their full legal rights on the reimbursement issue in a court of competent jurisdiction following the completion of this described process to meet and confer.

5. The City and County agree that if the reimbursement issue cannot be resolved between the parties and Qwest brings an action seeking a right to reimbursement for facilities relocation in County ROW, neither the City nor the County nor each in combination shall raise as a defense a waiver of or estoppel by Qwest to bring the claim due to its agreement hereby to timely relocate its facilities in the Project. The City and County retain all other rights, claims, and defenses they may have in such action, whether initiated by the City, County, or Qwest, and waive hereby only procedural defenses or arguments based purely on Qwest's agreement to relocate as a waiver or estoppel to argue entitlement to reimbursement for County ROW relocation costs.

6. This Agreement is entered into by the parties for the purposes described and is not to be used for any other purpose as to the parties. Nor is it a statement of legal posture or position to be used by the parties or by third parties against any of the parties to this Agreement in any related or unrelated proceeding as an admission, statement of position, estoppel, waiver, or other assertion on matters relating to the right to require relocation, the obligation to timely relocate facilities or the right of Qwest to be reimbursed for such relocation under certain circumstances.

7. The terms of this Agreement are enforceable in a court of competent jurisdiction in the event of a breach by any of the parties and are admissible in any

injunctive relief action initiated by the City or County, or both, made necessary by Qwest's breach of the Agreement to timely relocate facilities, or in an action by Qwest in the event the City or County, or each in combination, violates the agreed-upon waiver as set forth in this Agreement

IN WITNESS WHEREOF, the parties have entered into this Agreement, effective the date first above written.

CITY OF INVER GROVE HEIGHTS

Dated: March ____, 2008

By: George Tourville, Mayor

Dated: March ____, 2008

By: Joe Lynch, City Administrator

DAKOTA COUNTY, MINNESOTA

Dated: March ____, 2008

By: _____
Its: _____

Dated: March ____, 2008

By: _____
Its: _____

QWEST CORPORATION

Dated: March ____, 2008

By: _____
Its: _____

Dated: March ____, 2008

By: _____
Its: _____

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Approving the Temporary Easement Agreement between the City of South Saint Paul and the City of Inver Grove Heights allowing use of a portion of South Saint Paul Airport Land for City Project No. 2008-09D

Meeting Date: March 24, 2008
 Item Type: Consent Agenda
 Contact: Steve W. Dodge, 651-450-2541 *SWD*
 Prepared by: Steve W. Dodge, Asst. City Engineer
 Reviewed by: Scott D. Thureen, City Engineer *SDT*

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 approving the Temporary Easement Agreement between the City of South Saint Paul and the City of Inver Grove Heights allowing use of a portion of South Saint Paul Airport Land for City Project No. 2008-09D

SUMMARY

A Temporary Easement Agreement is needed with the City of South Saint Paul, governing entity for the South Saint Paul Airport, in order to utilize the green space along 70th Street (aka County Roadway 26) between Cloman Avenue East and Craig Avenue East. The agreement is similar to that approved by both municipalities in 2007 except that this agreement will approve more uses due to the City project, 2008-09D South Grove Urban Street Reconstruction Area 3, being adjacent to the said property which will leave more options for the contractor. The uses mentioned are for the removal, placement and stockpiling of excavated earth, soils, aggregate, asphalt millings, or other excavated materials and for the removal, placement and stockpiling of trees, brush and herbage, or other similar materials, and all such purposes ancillary, incident or related thereto, any or all of which arise or result from construction activities; and for the placement, storage, and removal of construction equipment, construction materials, and a construction trailer used for IGH Project Number 2008-09D South Grove Urban Street Reconstruction Area 3.

The South Saint Paul Airport Director has requested that the City place Permanent Type III Barricades at the end of 69th Street just off of Cloman Avenue East once the Project is completed. The Engineering Division will include the barricades as part of the Project. The easement agreement is scheduled to expire on July 1st, 2009 in order to allow reasonable time for the Project to fully establish turf within the disturbed area.

Public Works/Engineering recommends approval the Temporary Easement Agreement between the City of South Saint Paul and the City of Inver Grove Heights allowing use of a portion of South Saint Paul Airport Land for City Project No. 2008-09D.

SWD/kf
 Attachments: Temporary Easement Agreement

TEMPORARY EASEMENT AGREEMENT

THIS TEMPORARY EASEMENT AGREEMENT, made, granted and conveyed this _____ day of April, 2008, between the City of South St. Paul, a municipal corporation organized under the laws of the State of Minnesota, hereinafter referred to as the "Landowner" and the **City of Inver Grove Heights**, a municipal corporation organized under the laws of the State of Minnesota, hereinafter referred to as "IGH."

The Landowner owns the real property situated within Dakota County, Minnesota as described on the attached **Exhibit A (hereinafter "Landowner's Property")**.

The Landowner in consideration of the sum of One Dollar and other good and valuable consideration to it in hand paid by IGH, the receipt and sufficiency of which is hereby acknowledged, does hereby grant and convey unto IGH, its successors and assigns, the following:

- 1.) **A temporary easement for the removal, placement and stockpiling of excavated earth, soils, aggregate, asphalt millings, or other excavated materials and for the removal, placement and stockpiling of trees, brush and herbage, or other similar materials, and all such purposes ancillary, incident or related thereto, any or all of which arise or result from construction activities related to IGH Project Number 2008-09D South Grove Urban Street Reconstruction Area 3, and for the placement, storage, and removal of construction equipment, construction materials, and a construction trailer used for IGH Project Number 2008-09D South Grove Urban Street Reconstruction Area 3 (hereinafter "Temporary Easement") upon that real property identified, shown and legally described on Exhibit B, (hereinafter the "Temporary Easement Area") attached hereto and incorporated herein by reference. The Temporary Easement shall expire on July 1st, 2009. A graphic depiction of the Haul Routes is attached hereto and incorporated herein as Exhibit D.**

EXEMPT FROM STATE DEED TAX

The rights of IGH shall also include the right of IGH, its contractors, agents and servants:

a.) to enter upon the Temporary Easement Area during the term of this Temporary Easement for the purposes of **removing , placing and stockpiling excavated earth, soils, aggregate, asphalt millings, or other excavated materials and for the removal, placement and stockpiling of trees, brush and herbage, or other similar materials, and all such purposes ancillary, incident or related thereto, any or all of which arise or result from construction activities related to IGH Project Number 2008-09D South Grove Urban Street Reconstruction Area 3; and**

b.) to enter upon the Temporary Easement Area during the term of this Temporary Easement for the purposes of **placing, storing, and removing construction equipment, construction materials, and a construction trailer used for IGH; and**

c.) to maintain, repair or restore the Temporary Easement Area during the term of this Temporary Easement.

The grant of Temporary Easement rights set forth herein is subject to the following requirements:

1. The height restriction of any deposited material shall not exceed 842 feet mean sea level;
2. IGH shall control dust on the Landowner's Property in accordance with the dust control specifications set forth for IGH Project Number **2007-09D South Grove Urban Street Reconstruction Area 3, or as required by the Landowner;**
3. IGH shall restore the Landowner's Property to a similar condition that existed prior to the grant of this Temporary Easement and said restoration and turf establishment shall be completed in accordance with the specifications set forth in Exhibit C prior to the expiration of this Temporary Easement;
4. All vehicles and/or construction equipment that may reasonably exceed a height of 842 mean sea level shall have an orange and white checkered flag mounted on the vehicle or construction equipment while on the Landowner's Property;
5. IGH shall control soil and erosion in accordance with the NPDES permit as approved by the Minnesota Pollution Control Agency and local, county and state regulation and ordinance.;
6. IGH shall provide a copy of a storm water permit, and any other permit(s) deemed necessary by the Landowner prior to entering the Landowner's Property;

7. IGH shall provide adequate proof of insurance to the Landowner prior to entering the Landowner's Property;
8. IGH shall not place or stockpile hazardous materials (as defined by the Minnesota Pollution Control Agency) on the Landowner's Property. Notwithstanding the foregoing, asphalt millings may be stored and contained on the Landowner's Property provided they are completely removed from the property, and soils contained within, prior to the expiration of this Temporary Easement; and
9. Any construction trailer located on the Landowner's Property shall be located on the southeast portion of the Landowner's Property in a location approved by the Airport Manager of the City of South St. Paul.
10. Disturbance of the property shall initially occur on the easterly side and continue in a westerly direction, only as needed, as approved by the Landowner.
11. Existing drainage patterns shall be maintained and the drainage swale on the west side of the property shall be maintained and protected.

IGH shall not be responsible for any costs, expenses, damages, demands, obligations, penalties, attorneys' fees and losses resulting from any claims, actions, suits, or proceedings based upon a release or threat of release of any hazardous substances, petroleum, pollutants, and contaminants which may have existed on, or which relate to, the Temporary Easement Areas or the Landowner's Property prior to the date hereof.

Nothing contained herein shall be deemed a waiver by either party of any governmental immunity defenses, statutory or otherwise. Further, any and all claims brought by either party, its successors or assigns, shall be subject to any governmental immunity defenses of either party and the maximum liability limits provided by Minnesota Statute, Chapter 466.

The Landowner, for itself and its successors and assigns, does hereby warrant to and covenant with IGH, its successors and assigns, that it is well seized in fee of the Landowner's Property described on Exhibit A and the Temporary Easement Area described on Exhibit B and has good right to grant and convey the Temporary Easement herein to IGH.

[Remainder of page intentionally left blank]

IN TESTIMONY WHEREOF, the Landowner and IGH have caused this Easement to be executed as of the day and year first above written.

City of South St. Paul

City of Inver Grove Heights

Beth Baumann
Its: Mayor

George Tourville
Its: Mayor

ATTEST

ATTEST:

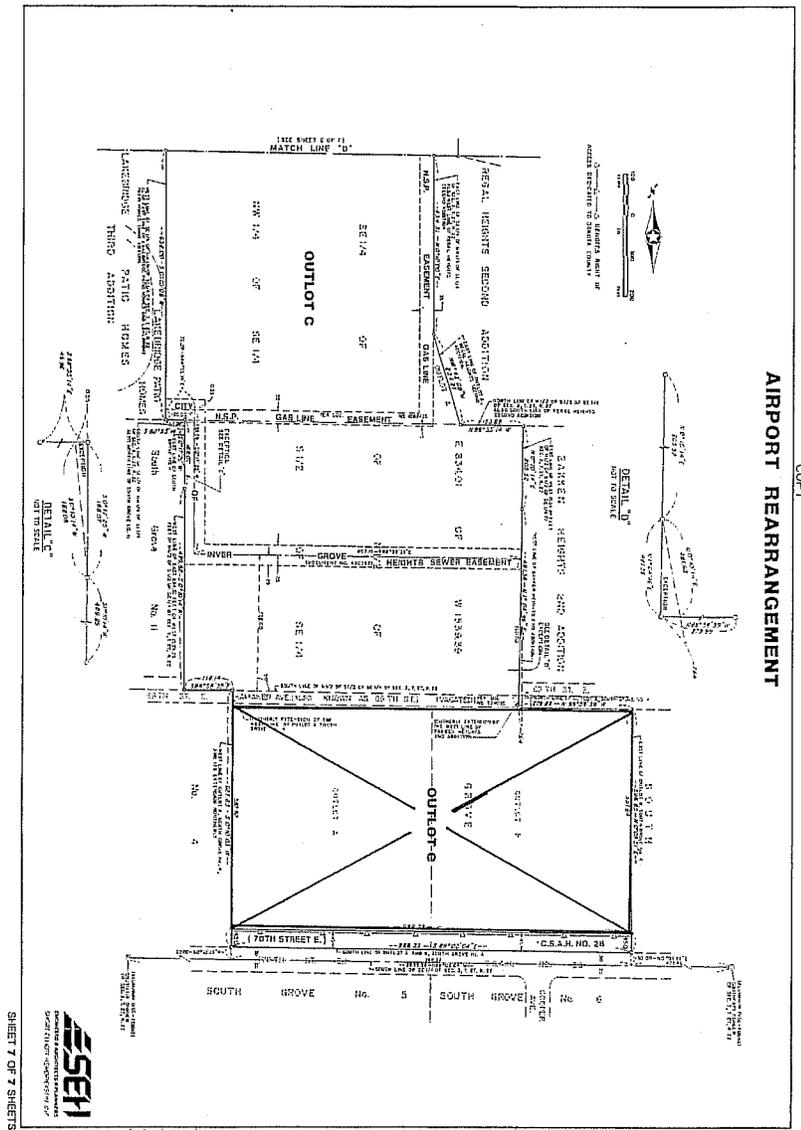
Christy Wilcox, City Clerk

Melissa Rheume, Deputy City Clerk

EXHIBIT A

LEGAL DESCRIPTION OF LANDOWNER'S PROPERTY

Real Property located in the City of South St. Paul, Dakota County, Minnesota, described as follows: The Southerly Outlot C, Airport Rearrangement [southerly portion of PROPERTY ID NUMBER: 36-11130-031-00] (formerly known as Outlots A and B, South Grove) shown below:



SEH
SHEET 7 OF 7 SHEETS
EXHIBIT
TWENTY FOUR - 6
SHEET 707

EXHIBIT B

LEGAL DESCRIPTION OF EASEMENT AREA

The Temporary Easement area shall be all of the Landowner's Property set forth in Exhibit A.

Said Temporary Easement shall expire on July 1, 2009.

EXHIBIT C

RESTORATION AND TURF ESTABLISHMENT SPECIFICATIONS

SECTION 32 92 12

TURF ESTABLISHMENT (MN/DOT 2575)

PART 1 GENERAL

1.01 SUMMARY

- A. Section Includes:
1. Establishment of herbaceous ground cover on designated areas.
- B. Related Sections:
1. Section 31 23 10 - Excavation and Embankment
 2. Section 31 25 10 - Temporary Erosion Control
- C. Method of Measurement:
1. Fertilizer: Measure by weight in pounds of each mixture applied.
 2. Seeding: Measure by the area seeded in acres.
 3. Seed: Measure by weight of each mixture in pounds.
 4. Mulch:
 - a. Measure types 1 and 5 by weight in tons.
 5. Water: Water for turf establishment will be considered incidental.
 6. Disc Anchoring: Measure by area in acres.
 7. Erosion Mats: Measure by area covered in square yards.
 8. Temporary Seeding:
 - a. Measure per item as described above.
 - b. No measurement for protection of Contractor's staging site and stockpiles. Contractor shall be responsible for erosion control of his operations.
- D. Basis of Payment:
1. Payment for acceptable quantities of turf establishment shall be at the contract unit price as listed on the Bid Form. All associated work items shall be considered incidental.

1.02 REFERENCES

- A. Mn/DOT:
1. 2575 - Turf Establishment
 2. 3881 - Commercial Fertilizer

1.03 SUBMITTALS

- A. Submit certified test report for each seed mixture.
- B. Submit certification from the grower stating the grass varieties contained in the sod.

1.04 ACCEPTANCE OF WORK

- A. Turf establishment will be accepted on a total project basis.
- B. All erosion control items must also be in place and properly maintained prior to acceptance.
- C. Once accepted, Contractor is relieved of any further maintenance or repair.

1.05 DELIVERY, STORAGE AND HANDLING

- A. Protect seed from moisture prior to use.
- B. Place sod on the same day it is delivered.

1.06 SCHEDULE OF WORK

- A. Coordinate turf establishment to minimize lag time after topsoil placement.
- B. Plant seed as detailed in Mn/DOT 2575.

1.07 MAINTENANCE

- A. Maintain and repair all areas until acceptance.

- B. Apply water to saturate soil to 1-foot depth.
- C. Rewater if soaking rain does not occur after 3 days.
- D. Maintain adequate soil moisture in the upper 1-foot for 3 weeks after seeding.
- E. Allow soil moisture to drop after 3 weeks.

PART 2 PRODUCTS

2.01 MATERIALS

- A. Seed: Mn/DOT 3876, Mixture 250, Temporary Seed Mix 110.
- B. Fertilizer:
 - 1. Mn/DOT 3881
 - 2. Slow-release Nitrogen type.
 - 3. NPK: 20-0-10 (phosphorus free).
- C. Mulch: Mn/DOT 3882, Type 1.
- D. Polypropylene Plastic Netting: Mn/DOT 3883.
- E. Erosion Control Blanket: Mn/DOT 3885 - Category 3.

PART 3 EXECUTION

3.01 SOIL PREPARATIONS

- A. Remove all undesirable weeds as directed.
- B. Loosen topsoil on all areas with 2:1 slopes or flatter prior to seeding or sodding.
- C. Cultivate to a depth of 3 inches using discs or other suitable equipment.
- D. Operate equipment at right angles to direction of drainage.
- E. Fill all washouts prior to cultivation.
- F. Finish all areas to provide a smooth, moist, even textured foundation of uniform density.

3.02 CONSTRUCTION REQUIREMENTS

- A. Applying Fertilizer and Conditioners:
 - 1. Apply fertilizer uniformly over the designated area using mechanical spreading devices.
 - 2. Apply fertilizer at a rate of 450 pounds per acre.
 - 3. Apply fertilizer no more than 48 hours prior to seeding.
 - 4. Apply fertilizer with drop spreader.
- B. Sowing Seed:
 - 1. Apply seed mixture over designated areas at a rate of 70 pounds per acre for Type 250 and 110 pounds per acre for Temporary Seed.
 - 2. Apply seed uniformly by mechanical or hydrospreading method.
 - 3. Firm all seeded areas with a drag or cultipacker immediately after seeding and prior to mulching.
- C. Applying Mulch:
 - 1. Spread mulch uniformly by mechanical means at a rate of 2 tons per acre.
 - 2. Apply mulch in accordance with Mn/DOT 2575.3F.
- D. Disc Anchoring:
 - 1. Anchor Type 1 mulch with a disc which punches the mulch 2 inches - 3 inches into the soil.
 - 2. Anchor mulch immediately after placement.
- E. Placing Erosion Mats:
 - 1. Polypropylene Plastic Netting:
 - a. Place immediately after mulch or sod has been placed.
 - b. Overlap adjacent strips between 2 inches and 4 inches with upstream strip placed on top.
 - c. Secure netting with wire staples, placed 2 - 3 feet apart.
- F. Temporary Seeding:
 - 1. Interim seeding items shall be used to provide stabilization to site grading to comply with permit requirements or

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

CONSIDER CHANGES/UPDATES TO IGHFD RELIEF ASSOCIATION BYLAWS AND ARTICLES OF INCORPORATION

Meeting Date: March 24, 2008
 Item Type: Consent
 Contact: Mark Alexander, 248.6048
 Prepared by: Jenelle Teppen
 Reviewed by:

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

PURPOSE/ACTION REQUESTED Consider changes/updates to the IGHFD Relief Association Bylaws and Articles of Incorporation.

SUMMARY The IGHFD Board of Trustees recommended the changes and updates to the attached Bylaws and Article of Incorporation to the Fire Department membership who subsequently on a 43-4 vote. Upon Council approval the restatement effective date would be April 1, 2008. They will be coordinating the annual meeting date with the department’s general meeting. Following is a list of why and what changes were made:

To achieve Bylaws compliance within current federal and state pension statutes.
 Additional Benefits:

- Provides procedures and forms to effectively manage the association
- Reduced cost to ongoing education provided
- Bylaw model changes are reviewed by a pension attorney
- Future pension revisions due to changes in state statute are incorporated into the Bylaw
- Summary Plan Descriptions provided annually

Summary of Changes

Although not an exclusive list, below is a recap of what we believe to be the significant changes from the currently adopted Bylaws to the Proposed Bylaws and Appendixes:

Bylaws

Definitions:

- Active Member is defined
- Municipal Trustees defined

Purpose of the organization is better defined
 Membership:

- Admission is defined
- Duties are defined
- Dues are eliminated
- Members voting by proxy is process is better defined
- Separation procedure is defined
- Termination from the Association is defined

Board of Trustees:

- Composition is changed in that the Ex-officio members are designated or appointed by the municipality and will have voting rights
- Duties of the Board are more inclusive than prior version and provide more comprehensive control
- Event of a Pro Tem position is defined
- Compensation is aggregated and the Board provides recommendations annually to the members for approval

Elections:

- All elected positions of the Board are voted on as Trustees by the Members of the Association
- Officers are elected annually by the Board

Meetings:

- Annual Meeting of Members date is a set date
- Notice of meetings of Members is more clearly defined
- Regular Trustee Meetings frequency and date is set
- Notice of Trustee Meetings is better defined
- Trustee secret voting is disallowed
- Trustee Proxy voting is disallowed
- Trustee written action without a meeting by exclusion is disallowed
- Trustee electronic meeting is disallowed
- Trustee Order of business is defined

Fiduciary Responsibilities:

- Invest policy added
- Written restrictions to brokers added
- Certificates of insurance added
- Education requirement added

Appendices added

Amendments:

- Amendments allowed by Trustees when given approval by Members
- Limitations on what cannot be approved by the Board

Appendix B

Definitions:

- Active service to exclude PERA recipients
- Alternate payee defined
- Beneficial interest defined
- Break in service better defined and person returning from a break in service a minimum period of time is added
- Disability is better defined
- QDRO statute is added
- Entry date is define
- Surviving children defined

Vesting:

- Forfeiture of accrued benefit changed

Benefits:

- Deferred interest payment defined
- Survivor benefits better defined with an order of payout to be followed
- Ten year Relief Association requirement by exclusion is no longer required
- Funeral benefits defined
- Supplemental benefits defined
- Benefit payment procedure better defined
- Maximum limitation of benefits defined
- Required Distributions defined
- Abandoned benefits and procedure is defined
- Claims against beneficial interest is inserted to protect member's interests
-

Military Service and Leave of Absence:

- Military service is defined and clarifies what does and what doesn't qualify as military leave
- LOA is better defined

MINNESOTA
FIREFIGHTER
PENSION
CONSULTANTS

APPENDIX A – Bylaw Amendment History

For a complete summary of the amendments and, if applicable, the Board’s rationale and purpose for the change, refer to the Board of Trustee meeting minutes listed with the effective date of the applicable amendment listed hereunder.

Effective Dates	Meeting Minutes	Summary of Change
_____, 20____ (Document) _____, 20____ (Benefit level; see Appendix C)	_____, 20____ (Board of Trustees) _____, 20____ (Membership) _____, 20____ (Municipality)	Restatement of Bylaws and Appendices in their entirety as part of subscribing to the MNFPC Bylaw Solution™ that provides model documents, administrative forms, and trustee support.

NA means not applicable.
 NR means not required.
 TBD means to be determined

DRAFT

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APPENDIX B

INVER GROVE HEIGHTS FIREFIGHTERS RELIEF ASSOCIATION

DEFINED BENEFIT LUMP SUM RETIREMENT PLAN

Effective: _____

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DRAFT

INVER GROVE HEIGHTS FIREFIGHTERS RELIEF ASSOCIATION
DEFINED BENEFIT LUMP SUM RETIREMENT PLAN

BY THIS INSTRUMENT, effective as of _____, 20____, the Board of Trustees of the Relief Association amends and restates its existing defined benefit pension plan for the benefit of its eligible members.

ARTICLE I
NAMES, PURPOSE AND OTHER GENERAL INFORMATION

- 1.1 Name of Municipality: City of Inver Grove Heights
- 1.2 Name of Fire Department: Inver Grove Heights Fire Department
- 1.3 Name of Relief Association: Inver Grove Heights Firefighters Relief Association
Address: 7015 Clayton Avenue E, Inver Grove Heights, MN 55076
- 1.4 Federal Taxpayer Identification Number: 41-6080046
- 1.5 Name of Plan: Inver Grove Heights Firefighters Relief Association Defined Benefit Lump Sum Retirement Plan
- 1.6 Original Effective Date of Plan: December 9, 1960
- 1.7 Purpose. The purpose of the Plan is to provide benefits to eligible members of the Relief Association (Participants) and their lawful Beneficiaries.

ARTICLE II
DEFINITIONS AND INTERPRETATION

- 2.1 General Definitions. The following words and phrases when used herein shall have the following meanings except as otherwise required by the context:
- (a) **“Accrued Benefit”** of a Participant shall mean the benefit determined under the terms of the Plan, as of a specified date.
 - (b) **“Active Service”** shall mean active service as defined by the Fire Department, as stated in its policies and procedures, except that Participants shall not receive credit for Active Service nor be eligible for Plan benefits for periods during which the Participant is:
 - (i) a full- or part-time employee of the Fire Department who accrues pension service credit under the Public Employees Retirement Association of Minnesota Police and Fire Fund for the same firefighting service.

- (c) **“Alternate Payee”** shall mean a spouse or former spouse of a Participant who is recognized by a Domestic Relations Order as having a right to receive all, or a portion of, a Participant’s Beneficial Interest under the Plan, pursuant to Minn. Stat. 515.58, Subd. 4.
- (d) **“Beneficial Interest”** shall mean the amount of a Participant’s Accrued Benefit that is distributable to the Participant or the Participant’s Beneficiary in accordance with the terms of the Plan.
- (e) **“Beneficiary”** shall mean any person entitled to receive benefits which may be payable upon or after a Participant’s death.
- (f) **“Board of Trustees”** or **“Board”** shall mean the Board of Trustees of the Relief Association.
- (g) **“Break in Service”** shall mean a period of month(s) during which the Participant does not perform the minimum Active Service requirements as defined by the Fire Department, as stated in its policies and procedures. Participants shall not accrue Active Service for each month of the period of the Break in Service. A Break in Service does not include a military service leave described in Section 7.1. A Participant’s Years of Active Service shall be reduced by a qualifying Break in Service.

A Participant returning from a Break in Service must remain in Active Service for a period of time equal in time to the Break in Service up to a maximum of three (3) years in order to qualify for increases in the benefit level implemented during or subsequent to the Break in Service. If the Participant has not met this requirement at the time of retirement, the Participant’s benefit level shall be the benefit level in effect at the time the Break in Service commenced.
- (h) **“Bylaws”** shall mean the duly adopted bylaws of the Relief Association.
- (i) **“Code”** shall mean the Internal Revenue Code of 1986, and amendments thereto.
- (j) **“Disability”** or **“Disabled”** shall mean the inability of a Participant to engage in the performance of his or her duties by reason of a medically determinable physical or psychological impairment arising out of and causally connected to an act of duty, which can be expected to last for a continuous period of not less than twelve months or can be expected to result in death. Disability shall not be applicable to non line-of-duty causes. A Participant’s Disability shall be determined by the Board in its sole discretion.
- (k) **“Disability Benefit”** shall mean the benefit, if any, paid to a Participant in lieu of a Retirement Benefit, pursuant to Section 4.3.
- (l) **“Domestic Relations Order”** shall mean any judgment, decree or order (including approval of a property settlement agreement) that complies with the provisions of Minn. Stat. Sections 518.58 or 518.581.

- (m) **“Effective Date”** shall mean _____, the effective date of the Plan.
- (n) **“Entry Date”** shall mean the date of hire as defined in the Fire Department policies and procedures.
- (o) **“Participant”** shall mean a member of the Relief Association who has accrued or is accruing benefits under the Plan.
- (p) **“Plan Year”** shall mean the calendar year.
- (q) **“Qualification Procedures”** shall mean written procedures adopted by the Board of Trustees to:
 - (i) determine whether a Domestic Relations Order may be honored under the law and the terms of the Plan; and
 - (ii) to administer distributions under such orders.

The procedures shall be implemented within a reasonable time after receipt of a domestic relations order by the Board of Trustees. Qualification Procedures must permit an Alternate Payee to designate a representative for receipt of copies of notices sent to the Alternate Payee with respect to a Qualified Domestic Relations Order.

- (r) **“Qualified Recipient”** shall mean an individual who receives a lump sum distribution of pension or retirement benefits from the Relief Association for service performed as a Volunteer Firefighter, as it relates to Section 4.6 herein.
- (s) **“Retirement Benefit”** shall mean the benefit paid to a Participant pursuant to Section 4.1.
- (t) **“Separation Date”** shall mean the date of retirement or termination as defined in the Fire Department policies and procedures.
- (u) **“Special Fund”** shall mean the fund established pursuant to Minn. Stat. 424A.05 used to fund benefits under the Plan and for other purposes permitted by statute. The assets of the Special Fund shall be invested only in securities authorized by Minn. Stat. 69.775.
- (v) **“Supplemental Benefit”** shall mean the benefit paid to a Qualified Recipient pursuant to Minn. Stat. 424A.10, Subd. 2(a), as described in Section 4.6.
- (w) **“Supplemental Survivor Benefit”** shall mean the benefit, if any, paid to a Surviving Spouse or minor Surviving Children pursuant to Minn. Stat. 424A.10, Subd. 2(b), as described in Section 4.7.

- (x) **“Surviving Children”** shall mean any natural or adopted child of a deceased Participant. **“Surviving Spouse”** shall mean any person who was the dependent spouse of a deceased active member or retired former member, living with the member at the time of the death of the active member or retired former member, for at least one year prior to the date on which the member ceased Active Service and membership.
- (z) **“Survivor Benefit”** shall mean the benefit paid to a Participant’s Beneficiary pursuant to Section 4.4.
- (aa) **“Volunteer Firefighter”** shall mean any person who:
 - (i) is engaged in providing emergency response services or delivering fire education or prevention services as a firefighter for the Fire Department or Municipality;
 - (ii) is trained in or is qualified to provide fire suppression duties or to provide fire prevention duties under Minn. Stat. 424A.001, Subd. 8; and
 - (iii) meets any other minimum firefighter and service standards established by the Fire Department or Municipality.
- (bb) **“Year of Active Service”** shall mean each 12-month period of Active Service commencing with a Participant’s Entry Date or anniversary thereof. This definition shall be used for the purposes of calculating the minimum funding requirements and computing benefits or service pensions payable. Service pensions will be prorated monthly for fractional Years of Active Service pursuant to Minn. Stat. 424A.02, Subd. 1.

2.2 Interpretation. The words defined in this Article 2 shall have the meanings assigned to them except where specified otherwise in this instrument. Whenever appropriate, words used herein in the singular shall include the plural, the plural may be read as the singular, and the masculine shall include the feminine.

ARTICLE III VESTING

3.1 Full Vesting of Accrued Benefit. A Participant shall have a fully vested and non-forfeitable interest in the Participant’s Accrued Benefit upon completion of 20 Years of Active Service.

3.2 Partial Vesting of Accrued Benefit. The following vesting schedule shall apply to a Participant with fewer than 20 Years of Active Service:

<u>Years of Active Service</u>	<u>Vested Percentage</u>
10 but less than 11	60%

11 but less than 12	64%
12 but less than 13	68%
13 but less than 14	72%
14 but less than 15	76%
15 but less than 16	80%
16 but less than 17	84%
17 but less than 18	88%
18 but less than 19	92%
19 but less than 20	96%
20 or more	100%

3.3 Determining Years of Active Service for Vesting. All Years of Active Service shall be taken into account for purposes of determining a Participant's vested Accrued Benefit, including Years of Active Service with the Fire Department prior to the Effective Date.

3.4 Forfeiture of Accrued Benefit. In the event a Participant with an Accrued Benefit that is 0% vested (a) ceases Active Service with the Fire Department, and (b) is not eligible for a Retirement Benefit or Disability Benefit, the Participant will be deemed to have received a distribution of the Participant's entire Accrued Benefit and shall forfeit such Accrued Benefit when the Participant has not been credited with any Active Service with the Fire Department for a period not shorter than five years.

ARTICLE IV BENEFITS

4.1 Retirement Benefit. (a) *Eligibility.* To be eligible to receive a Retirement Benefit a Participant must satisfy each of the following requirements:

- (i) Have retired or ceased Active Service with the Fire Department;
- (ii) Be at least 50 years of age;
- (iii) Have been a Volunteer Firefighter in the Fire Department;
- (iv) Have been a member in the Relief Association; and
- (v) Have the minimum Years of Active Service required for a non-forfeitable interest (vested) in the Participant's Accrued Benefit.

(b) *Amount.* If so provided in Section 3.2, a Participant's Retirement Benefit shall be determined as follows:

Years of Active Service credited to Participant	multiplied by	Benefit level in effect for Participant	multiplied by	Vesting percentage for completed Years of Active Service
---	------------------	--	------------------	--

The benefit level is set forth in Appendix C. The Participant's benefit level will be the benefit

level in effect at the Participant's Separation Date. However, if the Participant had a Break in Service, the Participant's benefit level shall be determined as described in the definition of Break in Service.

Subject to the provisions of Section 8.1 of this Appendix B, benefit levels are subject to increase and shall be effective as the agreed upon effect date, provided that such increase shall not apply to any Participant who ceased Active Service before the effective date of the increase.

Such Retirement Benefit shall be payable when the Participant completes a valid Retirement Benefit Payment Request form for payment at the time of the Participant's Separation Date or, if later, when the Participant reaches age 50.

4.2 Deferred Interest. The Board of Trustees shall not add interest or otherwise adjust a Participant's unpaid Retirement Benefit amount.

4.3 Disability Benefit. A Participant who becomes Disabled while engaged in Active Service may be eligible for a Disability Benefit in lieu of a Retirement Benefit. A Participant's Disability Benefit shall be determined as follows:

Years of Active Service credited to Participant	multiplied by	Benefit level in effect when Participant becomes Disabled
---	---------------	---

For purposes of a Disability Benefit, the Break in Service rules shall apply.

The benefit level is set forth in Appendix C. Subject to the provisions of Section 8.1 of this Appendix B, such dollar amount is subject to increase and shall be effective as of the agreed upon effective date, provided that such increase shall not apply to any Participant who ceased Active Service before the effective date of the increase.

If (i) the Disability Benefit level set forth in Appendix C is less than the benefit level for a Retirement Benefit, and (ii) a Participant who becomes Disabled while engaged in Active Service has completed 20 Years of Active when the Disability occurs, then the benefit level for such Participant shall be the benefit level for a Retirement Benefit, and not the Disability Benefit level.

Any Disability Benefit paid in accordance with this Section 4.4 shall be in lieu of all rights to further service pension and survivors benefits.

The Participant shall be eligible to receive the Disability Benefit upon approval of the Board of Trustees. A written report of a physician of the Participant's choice shall be required for payment of a Disability Benefit. The report shall set forth the diagnosis and prognosis of the Disability, disease or injury of the Participant and its probable duration of permanence. A Participant's statement as to pain or other symptoms will not alone be conclusive evidence of Disability.

A Disability Benefit Payment Request form shall be submitted to the Board of Trustees within six months after such Participant has ceased Active Service with the Fire Department. The form shall describe the nature and cause of such Disability. The form shall be under oath by the

Participant or his/her immediate family. The determination of Disability shall be tabled until the next Board meeting so that a physician of the Participant's choice may examine the Participant. The Board of Trustees has the discretion to request that another doctor, selected by the Board of Trustees, examine the Participant. Final determination of Disability will be based on the reports of at least one doctor, and by a 2/3 majority of the entire Board of Trustees at the subsequent Board meeting.

If the Participant who applied for a Disability Benefit disagrees with the Board's determination, the Participant may, within sixty (60) days from notice of such action of the Board of Trustees, file a written appeal of the Board of Trustees' determination pursuant to the Plan's appeal procedures described in Article V.

4.4 Survivor Benefit. (a) *Eligibility.* To be eligible to receive a Survivor Benefit a Participant must satisfy the following requirements:

- (i) Have died in Active Service with the Fire Department; or
- (ii) Have died prior to receiving his Retirement Benefit.

(b) *Amount.* If a Participant in Active Service dies, the Participant's Beneficiary shall receive a lump sum payment equal to 100% of the Participant's Accrued Benefit.

If a Participant who has retired or ceased from Active Service dies, the Participant's Beneficiary shall receive a lump-sum Survivor Benefit determined as follows:

Years of Active Service credited to Participant	multiplied by	Benefit level in effect for Participant	multiplied by	Vesting percentage for completed Years of Active Service
---	---------------	---	---------------	--

The Survivor Benefit level will be the benefit level in effect at the Participant's Separation Date. However, if the Participant had a Break in Service, the Survivor Benefit level shall be determined as described in the definition of Break in Service.

Such Survivor Benefit shall be paid to the Participant's Beneficiary as soon as administratively feasible following the Participant's death and the approval of the Survivor Benefit Payment Request form.

A Participant's Beneficiary shall be as follows:

- (a) the Participant's Surviving Spouse; or
- (b) if no Surviving Spouse, the Participant's Surviving Children; or
- (c) if no Surviving Spouse or Surviving Children, the Participant's designated Beneficiary or Beneficiaries. To designate a Beneficiary, the Participant shall complete, sign and file with the Relief Association a designation of Beneficiary on a form to be provided by the Relief Association or by other written form

acceptable to the Relief Association. On said form, the Participant shall designate a Beneficiary, which must be a natural person, to whom shall be paid any sum which may be payable on account of the Participant's death (reserving, however, to the Participant the power to change the designation of Beneficiary using the Change of Beneficiary Designation form from time to time); or

(d) if no designated Beneficiary or Beneficiaries, to the estate of the Participant.

4.5 Funeral Benefit. No Funeral Benefit shall be paid under this Plan.

4.6 Supplemental Benefit. Upon payment of a lump sum distribution, the Relief Association must pay a Supplemental Benefit to the Qualified Recipient. The Supplemental Benefit may be paid from the Special Fund. The amount of the Supplemental Benefit equals ten percent of the lump sum distribution, but in no case may the Supplemental Benefit exceed \$1,000.

4.7 Supplemental Survivor Benefit. Upon payment of a Survivor Benefit, the Relief Association must pay a Supplemental Survivor Benefit to the Surviving Spouse, or, if none, the Surviving Child(ren) of a Participant who had at least one (1) month of Active Service. The Supplemental Survivor Benefit shall be paid in lieu of the Supplemental Benefit and paid from the Special Fund. The amount of the Supplemental Survivor Benefit equals twenty (20) percent of the lump sum distribution, but in no case may the Supplemental Survivor Benefit exceed \$2,000.

4.8 Benefit Payment Requests. Requests for benefit payment shall be in writing and filed with the Relief Association not less than 90 days prior to the next Board meeting, unless permitted earlier by the Board. Such request shall be made on the appropriate form described below:

<u>Requested Benefit</u>	<u>Required Benefit Form</u>
Retirement	Retirement Benefit Payment Request
Survivor	Survivor Benefit Payment Request
Disability	Disability Benefit Payment Request (if applicable)

Upon receipt of the request, the Board shall provide Special Tax Notice Regarding Plan Payments or any other notices to the Participant as required by state or federal law with respect to pension or benefit payments.

Requests for Plan benefits shall be considered valid when approved by the Board. Once valid, the Participant shall be paid within 30 days.

4.9 Forms of Payment. Plan benefits payable to a Participant or Beneficiary shall be made in single lump sum payment. The Participant shall specify that the payment be made in the manner of:

- (a) a check payment payable to the Participant or Beneficiary, subject to federal income tax withholding, as may be required; or
- (b) a direct rollover to an individual retirement account described in Section 408(a) of the Code. Such rollover may be made on behalf of a Participant or Surviving Spouse only.

4.10 Repayment of Lump Sum Distribution. For a Participant who (a) ceases Active Service with the Fire Department; (b) receives a lump sum distribution from the Plan of the Participant's vested Accrued Benefit; and (c) subsequently returns to Active Service, no additional service pension amount is payable to the Participant, no additional service is creditable to the Participant, and the Participant shall repay any previously received Accrued Benefit.

4.11 Maximum Limitation on Benefits. Notwithstanding any provision of the Plan to the contrary, a Participant's benefit under the Plan shall not exceed the maximum amount permitted under Section 415 of the Code. Service pensions shall be further limited to the maximum amounts payable pursuant to Minn. Stat. 424A.02, Subd. 3.

4.12 Required Distributions. Notwithstanding any provision of the Plan to the contrary, a distribution to a Participant must be made or begin by the April 1 of the calendar year following the later of the calendar year in which the Participant attains age 70½ or ceases Active Service. Such distributions shall be determined and made in accordance with Section 401(a)(9) of the Code and regulations promulgated thereunder, including the minimum distribution incidental benefit requirement of Treasury Reg. Section 1.401(a)(9)-2, the provisions of which are incorporated herein by reference.

4.13 Abandoned Benefits. In the event the Relief Association is unable with reasonable effort to locate a Participant or Beneficiary entitled to a distribution under the Plan, the benefit distributable to such Participant or Beneficiary shall be forfeited and will be credited to the Special Fund. Such forfeiture shall occur no earlier than six (6) months after the Relief Association's efforts to locate such Participant or Beneficiary began or, if later, the earliest date permitted under Minn. Stat. 356.65.

If a Participant or Beneficiary whose benefit has been forfeited pursuant to this Section later makes a claim for the forfeited benefit, such forfeited amount shall be restored, unadjusted for any gains or losses occurring subsequent to the date of the forfeiture. A claim for a forfeited benefit must be made by a Participant within five (5) years after the last contribution was made for the Participant (or, in the case of a Beneficiary of a deceased Participant, within five (5) years after the Participant's date of death). If the forfeited benefit amount exceeds \$25 and the inactive or former member again becomes a member of the Relief Association, the forfeited amount will be restored to the credit of the person.

ARTICLE V
APPEALS PROCEDURE

5.1 Right of Appeal. In the event the Board of Trustees denies a written request for a service or ancillary pension benefit, the Participant or Beneficiary whose request was denied (a "claimant") shall be entitled to the right to appeal the determination.

5.2 Denial of Benefits. If a written request is not approved, the Board shall return the form to the claimant within 30 days, noting which requirements the claimant does not meet. Thereafter, the claimant shall be furnished with the opportunity to be heard by the full Board, on the question of whether the claimant meets all of the eligibility requirements. The claimant shall indicate that he or she intends to appeal by furnishing the Board with a written intent to appeal within 30 days of receiving an adverse determination.

5.3 Review Procedure. Upon receipt of the written intent to appeal, the Board of Trustees shall hold a special meeting within 60 days. Timely notice of the meeting shall be given to the claimant at least 15 days prior to the special meeting. The claimant shall have the reasonable opportunity to be heard by the Board of Trustees at the special meeting with regard to the negative determination. The Board reserves the right to engage the services of an arbitrator or mediator, acceptable to both parties, at any time during the appeal.

ARTICLE VI
CLAIMS AGAINST BENEFICIAL INTEREST

6.1 Nonassignability. No Participant or Beneficiary shall have any transmissible interest in the Plan or in the Participant's separate Beneficial Interest therein, either before or after the vesting thereof, or in any of the assets comprising the same prior to actual payment and distribution thereof, and shall have no power to alienate, dispose of, pledge or encumber the same, while in the possession or control of the Plan, nor shall the Plan recognize any assignment thereof, either in whole or in part, nor shall the interest of any Participant or Beneficiary be subject to attachment, garnishment, execution or other legal process while in the hands of the Plan, except as provided in Minn. Stat. 518.6111 or as otherwise provided herein.

6.2 Charge for Litigation. In the event that any Participant or any person claiming by or through a Participant should commence any equitable or legal proceedings against the Relief Association, the result of which is adverse to the plaintiff, or in the event that the Relief Association should find it necessary to commence any such proceeding against any Participant or any person claiming by or through a Participant, the result of which is adverse to the defendant, the cost to the Relief Association of defending or bringing the proceeding, as the case may be, shall be charged, to the extent possible and permitted by law, to the Accrued Benefit of the Participant and only the excess of such cost over the amount of the Participant's Accrued Benefit shall be included as an expense of administration.

6.3 Domestic Relations Orders. Notwithstanding any provision to the contrary herein, the Board of Trustees may assign the interest of a Participant in the Plan to an Alternate Payee pursuant to a Domestic Relations Order. In the event the Plan receives a Domestic Relations

Order with respect to a Participant's Beneficial Interest in the Plan, the following provisions shall apply:

- (a) The Board shall promptly give written notification to the Participant and to the Alternate Payee of receipt of a domestic relations order and of Plan Qualification Procedures. The Board shall then proceed with Qualification Procedures to determine whether the order is a Domestic Relations Order and can be honored. The Board shall then notify the Participant and Alternate Payee (or the Alternate Payee's designated representative) of its determination.
- (b) Disputed funds shall be disposed of as follows:
 - (i) During the period in which the Qualification Procedures are in progress, the Board shall separately account for any amounts which would be payable to an Alternate Payee if the Domestic Relations Order can be honored.
 - (ii) If it is determined the Domestic Relations Order can be honored within the 18-month period commencing on the date payments are to begin under the order, the Board shall pay the amounts designated in the order, including any interest, to the Alternate Payee.
 - (iii) If the Board determines that the Domestic Relations Order cannot be honored or if the 18-month period described in (ii) above elapses and the qualification dispute has not been resolved, the Board shall pay the segregated amounts, together with earnings or losses, if required, to the persons who would have received the amounts if the order had not been issued.
 - (iv) If an order is qualified after expiration of the 18-month period described in (ii) above, payment of benefits to an Alternate Payee shall proceed prospectively and the Plan shall not be liable to an Alternate Payee for benefits attributable to the period prior to qualification.
- (c) The Board shall not obey a Domestic Relations Order requiring that benefits be paid to an Alternate Payee before the Participant is eligible to receive benefits under the Plan. If the Alternate Payee under a Domestic Relations Order cannot be located, the Board shall maintain a separate accounting of the amounts that would have been paid to such Alternate Payee. If the Alternate Payee is thereafter located, such amounts shall be reinstated for the benefit of the Alternate Payee.
- (d) Payment of benefits pursuant to a Domestic Relations Order shall be made only as permitted under the Plan. Payment to an Alternate Payee may not commence until the Participant submits a valid Retirement Benefit Payment Request form and the Participant's benefit becomes payable.

- (e) To the extent permitted by law and except as otherwise provided under a Domestic Relations Order, the Board may, on a uniform basis, charge the reasonable and necessary expenses associated with the review of a domestic relations order and the implementation of a Domestic Relations Order to the accounts of the Participant and Alternate Payee.

ARTICLE VII

MILITARY SERVICE AND LEAVE OF ABSENCE

7.1 Military Service. Subject to restrictions stated in this section, a Participant who is absent from firefighting service due to service in the uniformed services, as defined in the Uniformed Services Employment and Reemployment Rights Act ("USERRA"), will be granted Active Service credit under the Plan for the period of the uniformed service, not to exceed five years, unless a longer period is required under USERRA.

To be eligible for such credit, the Participant must return to firefighting service with coverage by the Relief Association (or by the successor to the Relief Association) upon discharge from service in the uniformed service within the time frame required in USERRA. However, Active Service credit is not authorized if the Participant separates from uniformed service with a dishonorable or bad conduct discharge or under other than honorable conditions.

Active Service credit is not authorized if the Participant fails to provide notice to the Fire Department that the Participant is leaving to provide service in the uniformed service, unless it is not feasible to provide that notice due to the emergency nature of the situation.

7.2 Participation During Leave of Absence. If a Participant is on leave of absence with the consent of the Fire Department, or is on leave of absence because of military service as described in Section 7.1, the individual shall remain a Participant during the period of such leave of absence. The definition of Break in Service shall determine whether such leave of absence constitutes a Break in Service. If such Participant does not return to Active Service with the Fire Department within the period granted for such leave of absence, or, in the case of military service, within the period provided for in Section 7.1, it shall be conclusively presumed that the Participant's Active Service terminated as of the date of expiration of such leave of absence, or such period as provided in Section 7.1, as the case may be. However, if the death of such Participant occurs prior to expiration of the applicable period, the Survivor Benefit, if any, shall be payable.

ARTICLE VIII

RIGHT TO AMEND, DISCONTINUE OR TERMINATE

8.1 Amendment. Except as herein otherwise limited, the Relief Association shall have the right to amend this Plan, pursuant to Section 12.3 of the Bylaws, at any time to any extent that it may deem advisable. Such amendment will be stated in an instrument in writing executed by the Relief Association. Upon adoption and execution of such instrument, this Plan shall be deemed to have been amended in the manner therein set forth, and Participants shall be bound thereby.

If the Special Fund does not have a surplus over full funding pursuant to Minn. Stat. 69.772, Subd. 3, clause (2), subclause (e), or Minn Stat. 69.773, Subd. 4, and if the Municipality is required to provide financial support to the Special Fund pursuant to Minn. Stat. 69.772 or 69.773, no amendment which would affect the amount of, the manner of payment of, or the conditions for qualification for service pensions or ancillary benefits or disbursements other than administrative expenses authorized pursuant to Minn Stat. 69.80 payable from the Special Fund shall be effective until it has been ratified by the governing body or bodies of the Municipality.

If the Municipality is not required to provide financial support to the Special Fund, the Relief Association may adopt an amendment of the Plan which increases or otherwise affects the service pensions or ancillary benefits payable from the Special Fund without municipal ratification so long as the changes do not cause the amount of the resulting increase in the accrued liability of the Special Fund to exceed 90 percent of the amount of the prior surplus over full funding and the changes do not result in the financial requirements of the Special Fund exceeding the expected amount of the future fire state aid to be received by the Relief Association.

The financial requirements are to be determined by the Board of Trustees following the preparation of an estimate of the expected increase in the accrued liability and annual accruing liability of the Relief Association attributable to the change. If the Relief Association adopts or amends the Plan without municipal ratification, and, subsequent to the amendment or adoption, the financial requirements of the Special Fund are such so as to require financial support from the Municipality, the provision which was implemented without municipal ratification shall no longer be effective without municipal ratification, and any service pensions or ancillary benefits payable with respect to the unapproved increase shall no longer be effective as of the January 1 of the year for which the Schedules I and II for the municipal contribution became due, and as of that January 1, service pensions or ancillary benefits shall be paid only in accordance with provisions of the Plan as amended or adopted with municipal ratification.

8.2 Consolidation and Plan Benefits. The Relief Association has not been consolidated with another relief association pursuant to Minn. Stat. 424B.02.

8.3 Termination of Plan. Upon dissolution of the Relief Association, after the settlement of nonbenefit legal obligations of the Special Fund, the Board shall transfer the remaining assets of the Special Fund, as securities or in cash, as applicable, to the chief financial official of the Municipality. The Board shall also compile a schedule of Participants to whom a service pension is or will be owed, any Beneficiary to whom a benefit is owed, the amount of the service pension or benefit payable based on the Bylaws and state law and the service rendered to the date of the dissolution, and the date on which the pension or benefit would first be payable under the Bylaws and state law.

The Municipality receiving the remaining assets of the Special Fund shall establish a separate account in the municipal treasury to function as a trust fund for Participants and their Beneficiaries eligible for Plan benefits. Upon submission of the proper form, on or after the initial date on which the service pension or benefit is payable, the municipal treasurer shall pay the pension or benefit due, based on the schedule described above and the other records of the dissolved Relief Association. The trust fund must be invested and managed consistent with

Minn. Stat. Section 69.775 and Chapter 356A. Upon payment of the last service pension or benefit due and owing, any remaining assets in the trust fund may be transferred to the general fund of the municipality. If the Special Fund had an unfunded actuarial accrued liability upon dissolution, the Municipality is liable for that unfunded actuarial accrued liability.

ARTICLE IX **MISCELLANEOUS**

9.1 **Governing Law.** This Plan shall be construed, administered, and governed in all respects under the laws of the State of Minnesota, except as preempted by federal law.

If any Minnesota laws are applicable solely to the Relief Association, then an Appendix F will be included to describe such laws.

9.2 **Binding Effect.** This Plan shall be binding upon and inure to the benefit of the heirs, personal representatives, successors and assigns of any and all of the parties hereto.

9.3 **Effective Date Application**If a member Separation Date is prior to the Effective Date, the member's status and benefit under the Plan, if any, attributable to Active Service, shall be determined and paid in accordance with the provisions of the Plan in effect at the Separation Date.

If a member had a Separation Date prior to the Effective Date, but returns to complete a Year of Active Service that ends after the Effective Date, the member's status and benefits under the Plan for all Active Service shall be determined in accordance with the provisions of the Plan in effect at the subsequent Separation Date.

9.4 **Authority of Board of Trustees.** The Board of Trustees shall have full power and authority to do each and every act and thing which it is specifically required or permitted to do under the provisions of the Plan and to determine conclusively for all parties all questions arising in the interpretation or administration of the Plan.

**RESTATED
ARTICLES OF INCORPORATION
OF**

**INVER GROVE HEIGHTS FIRE DEPARTMENT
RELIEF ASSOCIATION**

Pursuant to Minnesota Statutes Chapter 317A, the following Restated Articles of Incorporation have been properly adopted by the Board of Directors and the Members of the Association to supersede the original Articles of Incorporation and all amendments thereto.

**ARTICLE I
NAME**

The name of the corporation is the Inver Grove Heights Firefighters Relief Association (the "Association").

**ARTICLE II
PURPOSES AND POWERS**

1. The Association is organized and shall be operated exclusively for charitable purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "Code"), and in particular to relieve the burdens of government by providing for the support and relief of its members and dependents with retirement benefits and other financial assistance in case of old age or sickness or disability, and to pay such pensions and death benefits as the bylaws and laws of the State of Minnesota may prescribe. The Association is authorized to raise, receive, keep and administer all funds coming into its hands from governmental or private sources, but benefits paid to members and their dependents shall be funded exclusively through governmental sources and, to the extent provided by State law, through restricted donations.

1. The Association is organized and shall be operated exclusively for social welfare purposes within the meaning of Section 501(c)(4) of the Internal Revenue Code of 1986, as amended (the "Code"), and in particular to relieve the burdens of government by providing for the support and relief of its members and dependents with retirement benefits and other financial assistance in case of old age or sickness or disability, and to pay such pensions and death benefits as the bylaws and laws of the State of Minnesota may prescribe. The Association is authorized to raise, receive, keep and administer all funds coming into its hands from governmental or private sources, but benefits paid to members and their dependents shall be funded exclusively through governmental sources and, to the extent provided by State law, through restricted donations.

2. The Association may receive gifts, devises, and bequests and hold, administer, and dispose of the same exclusively for the accomplishment of the purposes for which the Association was created. The Association in carrying out its purposes shall have all the powers

granted by law to a corporation formed under the Minnesota Nonprofit Corporation Act, Minnesota Statutes Chapter 317A, and laws amendatory thereof and supplementary thereto.

3. Notwithstanding any provision herein, at all times as the Association is qualified for exemption under a subsection of Section 501(c) of the Code, it shall not carry on any activities not permitted to be carried on by a corporation exempt from federal income tax under that subsection of the Code.

4. No substantial part of the activities of the Association shall consist of carrying on propaganda or otherwise attempting to influence legislation or participating in or intervening in (including the publication or distribution of statements) any political campaign on behalf of (or in opposition to) any candidate for public office.

5. The assets of the Association shall at all times be dedicated to the exempt purpose of the Association.

ARTICLE III NO MONETARY GAIN

The Association shall not permit monetary gain, incidentally or otherwise, to accrue to its directors, members, officers, or other private persons. No part of the net earnings of the Association shall inure to the benefit of any director, officers or individual, except that the Association shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in Article II hereof.

ARTICLE IV REGISTERED OFFICE

The registered office of the Association in the State of Minnesota shall be:

7015 Clayton Avenue E
Inver Grove Heights, MN 55076

ARTICLE V MEMBERS

Member voting rights, classes (if any), and interests shall be established by the Bylaws of this Association.

ARTICLE VI BOARD OF DIRECTORS

The management of the business of the Association shall be vested in a Board of Directors which shall be the same as the Board of Trustees elected by the members and those trustees who qualify as ex-officio trustees. The number, qualifications, term of office, method of

election, powers, authorities, and duties of the directors, the time and place of their meetings, and such other provisions with respect to them as are not inconsistent with the express provisions of these Articles of Incorporation shall be as specified in the Bylaws of the Association.

**ARTICLE VII
NO PERSONAL LIABILITY; INDEMNIFICATION**

The directors and officers of the Association shall not be personally liable for the acts, debts, liabilities, or obligations of the Association to any extent whatsoever; nor shall any of the property of the directors or officers of the Association be subject to the payment of any debts or obligations of the Association. The Association shall indemnify persons to the extent required by the Minnesota Nonprofit Corporation Act, and shall have the power otherwise to indemnify persons for such expenses and liabilities, in such manner, under such circumstances, and to such extent as permitted by applicable law. The Board of Trustees of the Association retains the discretion to indemnify its members for breach of fiduciary duty.

**ARTICLE VIII
AMENDMENT**

The power to adopt, amend or repeal the Bylaws or Articles of this Association, and to establish procedures with respect to the adoption, amendment or repeal thereof, is vested in the membership.

**ARTICLE IX
DISSOLUTION**

1. Upon dissolution of the Association, due to the dissolution of the fire department or for any other reason, the Association's remaining assets (after paying or making provisions for the payment of all debts, obligations, liabilities, costs and expenses, and moving Special Funds in accord with their restriction and Minnesota Statutes to qualified Trustee) shall be distributed by the Board of Trustees under a plan of dissolution properly noticed to the Attorney General in accord with Minnesota Statutes Section 317A.811 that, further, meets the mandates of Minnesota Statutes Section 424B.20, as a final distribution.

2. Upon dissolution, the Board of Trustees of the Association shall transfer the records of the Association to the chief administrative officer of the applicable municipality. The board shall also notify the commissioner of revenue, the state auditor, and the secretary of state of the dissolution within 30 days of the effective date of the dissolution.

3. Final distribution, per paragraph 1 above, shall be made only to organizations exempt under Section 501(c)(3) of the Internal Revenue Code, or to the federal government, or to a state or local government, for a public purpose.

The undersigned Officer certifies both that he executes these Restated Articles for the purposes herein stated, and that by such execution, affirms the understanding that should any of the information in these Restated Articles be intentionally or knowingly misstated, he is subject to the penalties for perjury set forth in Minnesota Statutes section 609.48 as if this document had been executed under oath.

RA Name: _____

Officer Signature: _____

Date: _____

Officer Name: _____

Officer Position: _____

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

CONSIDER REVISIONS TO POSITION DESCRIPTION FOR TRAINING OFFICER IN THE FIRE DEPARTMENT AND ADJUSTMENT TO THE COMPENSATION LEVEL

Meeting Date: March 24, 2008
Item Type: Consent
Contact: Judy Thill, Fire Chief
Prepared by:
Reviewed by:

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

PURPOSE/ACTION REQUESTED Consider a revised description for the Training Officer position in the Fire Department and adjust the compensation level lower.

SUMMARY The Training Officer position has been vacant for a few months since the retirement of Wayne Jorgenson. In reviewing the position description, staff is suggesting some changes, most significantly is that it no longer has the responsibility as a 'Chief.' And it will no longer be assigned a duty officer weekend. Organizationally, firefighters will be assigned some of the more minor responsibilities of scheduling and coordinating training events to assist the Training Officer.

Currently the Training Officer's compensation level is \$5,402 annually. I propose to drop that compensation to \$4,800 annually.

CITY OF INVER GROVE HEIGHTS

ADMINISTRATIVE ORGANIZATION DATA

Title: Training Officer
Department: Fire Department/Station 3
Reporting To: Fire Chief

NATURE OF WORK

To manage the planning, development, implementation, maintenance, and evaluation of training leadership for protection, prevention, response, and mitigation of fire and rescue emergencies. To do so in a manner that commands respect and confidence of department personnel and the citizens we serve.

FUNCTIONAL INFORMATION

Essential Functions:

Manages all administrative and organizational activities in regards to fire department training, including in-house, contracted and outside training.

- Conducts training needs analysis, keeping abreast of new developments and techniques, and designs and implements creative and innovative ideas for improving service delivery.
- Recommends and implements short and long term strategic training goals and objectives.
- Prepares and applies training policies, procedures, guidelines and rules.
- Assists Fire Chief with preparation and administration of the departmental budget, both operating and capital, ensuring that expenditures do not exceed appropriations.
- Prepares and reviews fire department correspondence, reports, and records and takes appropriate action to ensure department training meets or exceeds all regulatory mandates and maintains quality customer service standards.

Supervises department training and support staff.

- Delegates appropriate duties, responsibilities and authority to subordinate officers and supervises and evaluates their performance, taking appropriate actions as needed.
- Monitors departmental and personnel performance, recommends and implements programs and/or policies to improve efficiency and effectiveness of departmental training and operations and ensure goals, objectives and mission are being met efficiently and effectively.
- Serves as a mentor to department managers, supervisors, and firefighters by being a role model ensuring the professional development of staff.

Facilitates communication with fire department staff, representatives of other local, regional, state, and federal agencies, and the general public as deemed appropriate by the Fire Chief.

- Attends and participates in officer meetings, work sessions, training sessions, and other meetings as requested by the Fire Chief.
- Recognizes and acts on opportunities to inform the public about fire department activities to promote awareness in matters of fire prevention, protection and safety and EMS through public education awareness.

Assumes additional accountabilities as assigned.

Non-Essential Functions:

None

ENVIRONMENT

- Must work days/evenings/weekends as demands of the position require.
- Fifty to ninety percent of work time is spent outside a building and exposed to the sun, wind, rain, or snow, as fire fighter/officer at scenes and during training.
- Must tolerate frequent extreme fluctuations of temperature. Environment outside building may be -15° to 100 degrees F, but inside may be doing heavy work in hot buildings (up to 1000°F) while wearing equipment that significantly impairs body-cooling systems.
- Frequently required to perform work from aerial ladders, scaffolding, roofs or other elevations over 12 feet from the ground as well as work in confined spaces or cramped body positions (e.g., attics, cars, under houses, closets).
- Frequent exposure to high noise levels, vibration when riding in trucks, burn injuries caused by heat, fire, chemicals or electricity, noxious odors, infectious agents, and toxic substances

WORKER REQUIREMENTS

Essential and other important responsibilities and duties require maintaining physical condition necessary for standing and sitting for prolonged periods of time; manual dexterity; adequate hearing, vision, and speech; may be required to operate assigned vehicle.

MINIMUM QUALIFICATIONS

- Valid, unrestricted Minnesota Drivers License.
- High School Diploma.
- Four years experience with the IGH FD.
- Two years supervisory and management experience.
- Two years experience in dealing with fire department training requirements and regulations.
- Additional coursework in a variety of fire service specialties.
- Knowledge of modern fire suppression, protection and prevention.
- Ability to plan and coordinate fire training activities.
- Able to fully utilize capabilities of firefighters, including ability to maintain discipline and promote morale.
- Proven ability to communicate effectively both oral and in written format.
- Meets or exceeds the NFPA standards for Fire Instructor II.
- Meets or exceeds NFPA standards for Fire Officer I.

Date: Draft 3.18.08

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

CONSIDER APPLICATION FOR EXEMPT CHARITABLE GAMBLING PERMIT – IGH SOFTBALL FEDERATION

Meeting Date: March 24, 2008
Item Type: Consent
Contact: 651.450.2513
Prepared by: Melissa Rheume
Reviewed by: N/A

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

PURPOSE/ACTION REQUESTED:

Approve application by IGH Softball Federation for Exemption from Lawful Gambling Permit to conduct a raffle on April 26, 2008 in conjunction with a Silver Plate Dinner to be held at Drkula’s.

SUMMARY:

The Inver Grove Heights Softball Federation is hosting a Silver Plate Dinner at Drkula’s on April 26, 2008 to raise funds for the organization which promotes the development of girls at the 10U, 12U, 14U and 16U levels to play competitive traveling fastpitch softball. The funds raised at this event will be used to purchase equipment and provide additional opportunities for skill development through clinics for players within the program.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

PERSONNEL ACTIONS

Meeting Date: March 24, 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: Shannon Holley-Smith and Gina Fiorini.

Please confirm the seasonal/temporary termination of: Travis Axel, and Laura Wachter.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

CONSIDER REQUEST TO TRANSFER ON-SALE/SUNDAY INTOXICATING LIQUOR LICENSE TO APPLEBEE'S NORTH, LLC

Meeting Date: March 24, 2008
Item Type: Public Hearing
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: Consider request to transfer On-Sale/Sunday Intoxicating Liquor License to Applebee's North, LLC.

SUMMARY: The current Applebee's Restaurant located in Inver Grove Heights is being sold to a new corporate owner, Applebee's Restaurants North, LLC, which necessitates a transfer of the current On-Sale/Sunday Intoxicating Liquor License. A change of on-site operation manager has occurred, however the day to day operations of the location including employees, menu and hours of operation will remain the same.

All required documentation was submitted by the applicant, including the necessary license fees. Background investigations were conducted by the Public Safety Department, and no basis for denial of the transfer request was found.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

OJALA; Consider adopting the following resolution for the property located at 11579 Avery Drive, Inver Grove Heights, MN.

Meeting Date: March 24, 2008
 Item Type: Regular Agenda
 Contact: Jenn Emmerich; 651.450.2553
 Prepared by: Jenn Emmerich, Asst. City Planner
 Reviewed by:

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

PURPOSE/ACTION REQUESTED

- a) Consider approving a variance to construct 307 square feet off patios that are above the maximum allowed impervious coeage.
- Requires 3/5th's vote.
 - 60-day deadline: April 7, 2008

SUMMARY

The applicants are requesting a variance to the maximum impervious coverage standard to construct 757 square feet in patios on their 12,762 square foot (0.293 acres), R-1C zoned lot. The proposal is to construct three patios - one below the applicant's existing deck, another around the existing swimming pool and a small patio on the southwest side of the lot for a fire pit. Currently the lot features the applicant's home and swimming pool, which does not have a patio around it. The lot currently has 3,378 square feet of impervious coverage, which is 450 square feet below the allowed maximum. Therefore, the applicant's variance request is for the 307 square feet of patios that are above the allowed maximum coverage. These additional proposed patios would bring the total impervious coverage to 4,136 square feet, or 32.4% of the lot. Because of the clay soils on the site, the applicants are proposing to construct a permeable paver system for the patios, as opposed to a more traditional patio material of concrete or brick. This system would be installed by a professional landscape company.

RECOMMENDATION

Analysis The lot does not have any unique conditions that preclude the applicants from reasonable use of their property. They currently have a single family residential home and attached garage on the lot and are still 450 square feet below the maximum allowed impervious coverage standard. Additionally, though the applicants are willing to use permeable pavers, the systems require a great deal of maintenance without which the system becomes clogged and ultimately impervious.

Planning Staff Recommends denial of the variance request.

Planning Commission Recommends approval of the request (7-1), stating that the hardship is the applicant's medical condition of being allergic to grass. They also modified Condition 2 to apply the Northwest Area Stormwater Manual standards to the pervious paver system. Staff has discussed this condition modification with the Engineering Department and they have no issues with it. However, the applicant may be required to submit additional money for an escrow account to cover the additional engineering or consultant review time costs.

Parks and Recreation Not applicable.

Attachments Variance Denial Resolution
Variance Approval Resolution
Planning Commission Recommendation
Planning Report

PLANNING COMMISSION RECOMMENDATION

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

RESOLUTION NO. _____

**RESOLUTION APPROVING A VARIANCE TO CONSTRUCT PATIOS THAT
EXCEED THE ALLOWED MAXIMUM IMPERVIOUS COVERAGE.**

**CASE NO. 08-04V
(Ojala)**

Property located at 11579 Avery Drive and legally described as follows:

Lot 1, Block 1 of Woodland Preserve of Dakota County, Minnesota

WHEREAS, an application has been received for a Variance from the maximum allowed impervious coverage standard to construct 307 square feet of patios;

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

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 March 5, 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 applicant's medical condition of outdoor allergies serves as a hardship.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS, that the variance to construct 307 square feet of patios is hereby approved with the following conditions:

1. The site shall be developed in substantial conformance with the site plan dated February 7, 2008 on file with the Planning Department.
2. The applicants shall install a pervious paver system for the proposed 750 square feet of patios to meet the engineering guidelines as outlined in the Northwest Area Stormwater Manual.
3. During and after construction all direct runoff shall first be maintained on the owner's property.

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

Adopted by the City Council of Inver Grove Heights this 24th day of March 2008.

George Tourville, Mayor

Ayes:

Nays:

ATTEST:

Melissa Rheame, Deputy Clerk

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

RESOLUTION NO. _____

**RESOLUTION DENYING A VARIANCE TO CONSTRUCT PATIOS THAT EXCEED
THE ALLOWED MAXIMUM IMPERVIOUS COVERAGE.**

**CASE NO. 08-04V
(Ojala)**

Property located at 11579 Avery Drive and legally described as follows:

Lot 1, Block 1 of Woodland Preserve of Dakota County, Minnesota

WHEREAS, an application has been received for a Variance from the maximum allowed impervious coverage standard to construct 307 square feet of patios;

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

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 March 5, 2008 in accordance with City Code Section 515.40, Subd. 3C;

WHEREAS, a hardship, was not found to exist. The lot does not have any unique conditions that preclude the applicants from reasonable use of their property. With all existing impervious coverage, they are 450 square feet below the allowed maximum, which could be used to construct the patios.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS, that the variance to construct 307 square feet of patios is hereby denied.

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 24th day of March 2008.

George Tourville, Mayor

Ayes:

Nays:

ATTEST:

Melissa Rheume, Deputy Clerk

**RECOMMENDATION TO
CITY OF INVER GROVE HEIGHTS**

TO: Mayor and City Council of Inver Grove Heights

FROM: Planning Commission

DATE: March 5, 2008

SUBJECT: WENDY OJALA – CASE NO. 08-04V

Reading of Public Notice

Commissioner Simon read the public hearing notice to consider the request for a variance to exceed the allowed maximum impervious coverage in the R-1C zoning district to construct a patio for the property located at 11579 Avery Drive. 4 notices were mailed.

Presentation of Request

Allan Hunting, City Planner, explained the request as detailed in the report. He explained that the applicants originally appealed staff's interpretation of impervious surface. That request was tabled to allow the applicant to work further with staff. The result of the applicants' meeting with staff is the request being considered tonight for a variance to exceed the allowed maximum impervious coverage by 307 square feet. The applicants are proposing to construct a permeable paver system for the patios which would be installed by a professional landscape company. Staff believes that the variance criterion has not been met and therefore recommends denial of the request.

Commissioner Simon asked if considering the proposed pervious pavers as pervious would affect the formulas for the Northwest Area.

Mr. Hunting advised pervious pavers would still be counted as impervious in the Northwest Area but could be used towards meeting stormwater requirements.

Commissioner Simon asked staff to clarify whether maintenance agreements would be required for pervious paver systems.

Mr. Hunting replied that maintenance agreements would not be required for this request, but would be required for all pervious paver systems located in the Northwest Area. He added that staff intentionally used the variance process for this request to look at the paver system as straight coverage and therefore avoid the need for the Engineering Department's involvement in the details of the function and design of a pervious system.

Commissioner Hark asked staff to discuss the maintenance involved in the proposed paver system.

Mr. Hunting advised that generally it required routine sweeping, cleaning, or blowing out to avoid clogging of the system from debris.

Commissioner Hark asked what the City's role in the past has been in reference to maintenance of similar systems.

Mr. Hunting advised the City has not been involved in any design inspections for similar systems.

Chair Bartholomew clarified that the question at hand tonight was whether or not to allow a variance rather than discuss the issues of pervious vs. impervious.

Opening of Public Hearing

Richard Gabriel, 880 Sibley Memorial Highway, the attorney representing Wendy Ojala and Justin Klett, stated that although his clients feel there are significant problems with the ordinance language in reference to impervious surface, they have agreed to go through the variance process as a means of resolving this issue. Mr. Gabriel stated that although systems such as this are relatively new to the Twin Cities area, they have been used extensively in other municipalities. He stated that they allow water to infiltrate through, therefore minimizing the impact of water runoff. Mr. Gabriel maintained that a paver system would be advantageous over a grass system as it does not generate fertilizer or grass clipping runoff. Mr. Gabriel stated his clients would maintain the paver system by using a leaf blower to keep the area free of debris and to avoid getting sand and dirt in their pool. He stated in his opinion the paver system was preferable to the deck that was recommended by staff as an alternative since runoff would be cooled and filtered as it trickled down through the granulated areas of the paver system.

The applicant, Justin Klett, 11579 Avery Drive, advised he was available to answer any questions.

Commissioner Sutton asked the applicant to clarify the hardship.

Mr. Klett stated the hardship was that his wife was severely allergic to grass and could not walk barefoot in the grass without having an asthma attack. He added that they were told by their contractor when they built their home that they could put as much concrete around the pool as they wanted.

Chair Bartholomew advised the applicant that he did have the alternative of constructing a grade level composite deck around the pool.

Commissioner Koch asked if there were any plans to allow pervious pavers as pervious surface in the near future, to which Chair Bartholomew replied that was a decision that would have to be made by City Council.

Planning Commission Discussion

Commissioner Wippermann stated he supported the variance as there was a medical hardship, the variance was fairly minimal, and the applicants were making efforts to minimize the impact by reducing the amount of proposed impervious surface and using pavers rather than concrete.

Commissioner Koch felt that the applicant's allergies posed a valid hardship and asked if the backyard was currently clay soil, to which Mr. Klett replied in the affirmative.

Commissioner Roberts advised that the soil would have to be reconstructed in order to create the right percolation value to support pervious pavers.

Commissioner Hark asked if medical conditions had been used as a hardship in the

past.

Commissioner Wippermann recalled a situation where a variance was approved for a ramp installed on a house and the homeowner's disability was used as the hardship.

Chair Bartholomew recalled another situation in which a medical condition was used as a hardship.

Commissioner Hark stated he had sympathy for the homeowner because of the misinformation they received from their contractor, and noted that apparently there was precedent for granting a hardship on the basis of a health issue.

Commissioner Schaeffer recommended that City Council approve the request, however, stated he would be voting against it as he didn't feel it was within the Commission's purview to determine if the applicant's medical condition was a valid hardship.

Commissioner Sutton disagreed, stating he felt the Planning Commission had the ability as an advisory commission to determine what a hardship might be.

Commissioner Roberts stated that if the hardship was approved it didn't really matter what surface was used by the applicants as the existing clay soil would not accept water. He added that he would like to see the pervious paver issue resolved.

Chair Bartholomew stated that approval of the variance would result in 307 square feet of better permeating soil than the existing clay.

Planning Commission Recommendation

Motion by Commissioner Wippermann to approve the request for a variance to exceed the allowed maximum impervious coverage in the R-1C zoning district for the property located at 11579 Avery Drive.

Chair Bartholomew asked if Commissioner Wippermann would consider adding a friendly amendment to require that the pavers be engineered in the proper manner to allow for drainage and in a manner approved by the City's engineering department.

Mr. Hunting stated the City intentionally used the variance process in order to avoid the engineering department's involvement in the design process.

Commissioner Roberts suggested the word 'system' be removed and they just be referred to as pervious pavers.

Chair Bartholomew asked if the Commission had the capacity to request that the pavers be installed to the recommended standards for the Northwest Area.

Mr. Hunting stated the Commission could add that requirement as a condition and Engineering could then address it at Council if they had an issue with it.

Commissioner Wippermann stated he would be willing to accept the condition to his motion as proposed by Chair Bartholomew.

Mr. Hunting suggested Condition 2 be modified rather than adding a fourth condition.

Chair Bartholomew restated the modification to Condition 2 that the system of pervious pavers around the pool area be installed to the standards of the Stormwater Ordinance for the Northwest Area.

Commissioner Wippermann questioned whether referring to the guidelines for the Northwest Area would necessitate that paver systems in other parts of the City adhere to those same guidelines.

Chair Bartholomew stated the intent was not to require everyone in the City to build to the Northwest Area standards, but that the issue with this particular application was that they were requesting a variance.

Commissioner Roberts recommended they not specify the 'pool area' in the motion amendment.

Commissioner Simon asked if the stormwater manual for the Northwest Area was based on the Minnesota Stormwater Manual, to which Mr. Hunting replied he was not sure.

Chair Bartholomew restated Condition 2 to read that 'The applicants shall install a pervious paver system for the proposed 750 square feet of patios to meet the engineering guidelines that have been proposed in the Northwest Quadrant'.

Motion by Commissioner Wippermann, second by Commissioner Koch, to approve the request for a variance to exceed the allowed maximum impervious coverage in the R-1C zoning district, for the property located at 11579 Avery Drive, with the conditions listed in the report, including the modification to Condition 2 to read '**The applicants shall install a pervious paver system for the proposed 750 square feet of patios to meet the engineering guidelines as outlined in the Northwest Area Stormwater Manual, and the hardship being the applicant's medical condition.**

Motion carried (7/1 - Schaeffer). This matter goes to the City Council on March 24, 2008.

SPECIFIC REQUEST

To construct the 307 square feet of patios that are above the maximum allowed impervious coverage, the applicant has requested a variance to exceed the maximum allowed impervious coverage on a lot in accordance with the Inver Grove Heights Zoning Ordinance, Section 515.80 Subd.8.B.1.

SURROUNDING USES

The subject site is surrounded by the following uses:

- North and East: Single Family Residential; guided LDR, Low Density Residential
- West: City of Eagan, Vacant lot, zoned for single family residential homes
- South: Vacant lot, zoned R-1C, Single Family Residential; guided LDR, Low Density Residential

EVALUATION OF REQUEST:

As indicated earlier, the applicant is requesting a variance to exceed the maximum impervious coverage on an R-1C zoned lot to construct 307 square feet in patios onto their existing lot. City Code Section 515.59, states that the City Council may grant variances in instances where practical difficulties exist or where a hardship would be imposed upon the property owner if the code were strictly enforced. In order to grant the requested variances, the City Code identifies several criteria which are to be considered. The applicant's request is reviewed below against those criteria.

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

The general intent of this standard is to limit the precedent that could be set if the variance was granted. The property does not have any special conditions that make it unique. The applicants are not being denied reasonable use of their property as they have a single family residential home on the lot. Additionally, though the applicant has decreased their request from their original plan, they are still asking for more impervious coverage than appears to be necessary.

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

The application is not contrary to the Comprehensive Plan as the future land use is Low Density Residential.

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

There is not a physical or property-related hardship for this request as the patios would serve as a convenience to the property owner. Lot coverage is currently 450

square feet under the allowed maximum coverage, which the applicants could use for a patio around their existing pool. Additionally, though the applicants are willing to construct the patios with permeable pavers, the systems require a great deal of maintenance without which, the system becomes clogged and ultimately impervious.

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

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

ALTERNATIVES

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

- A. Approval.** If the Planning Commission favors the requested Variance, the Commission should recommend approval of the request with at least the following conditions:
1. The site shall be developed in substantial conformance with the site plan dated February 7, 2008 on file with the Planning Department.
 2. The applicants shall install a pervious paver system for the proposed 750 square feet of patios.
 3. During and after construction all direct runoff shall first be maintained on the owner's property.
- B. Denial.** If the Planning Commission does not favor the proposed application, the above request should be recommended for denial. With a recommendation for denial, findings or the basis for the denial should be given.

RECOMMENDATION

Staff believes that the variance criterion has not been met and therefore Staff recommends denial of the variance as presented. While the request to exceed the maximum impervious surface is not large in terms of overall coverage, there are no unique constraints to the property and there would be reasonable use of the property without the variance. The use of permeable pavers would, however, reduce the impact of stormwater runoff, which is one of the primary issues the limit of impervious coverage was to address.

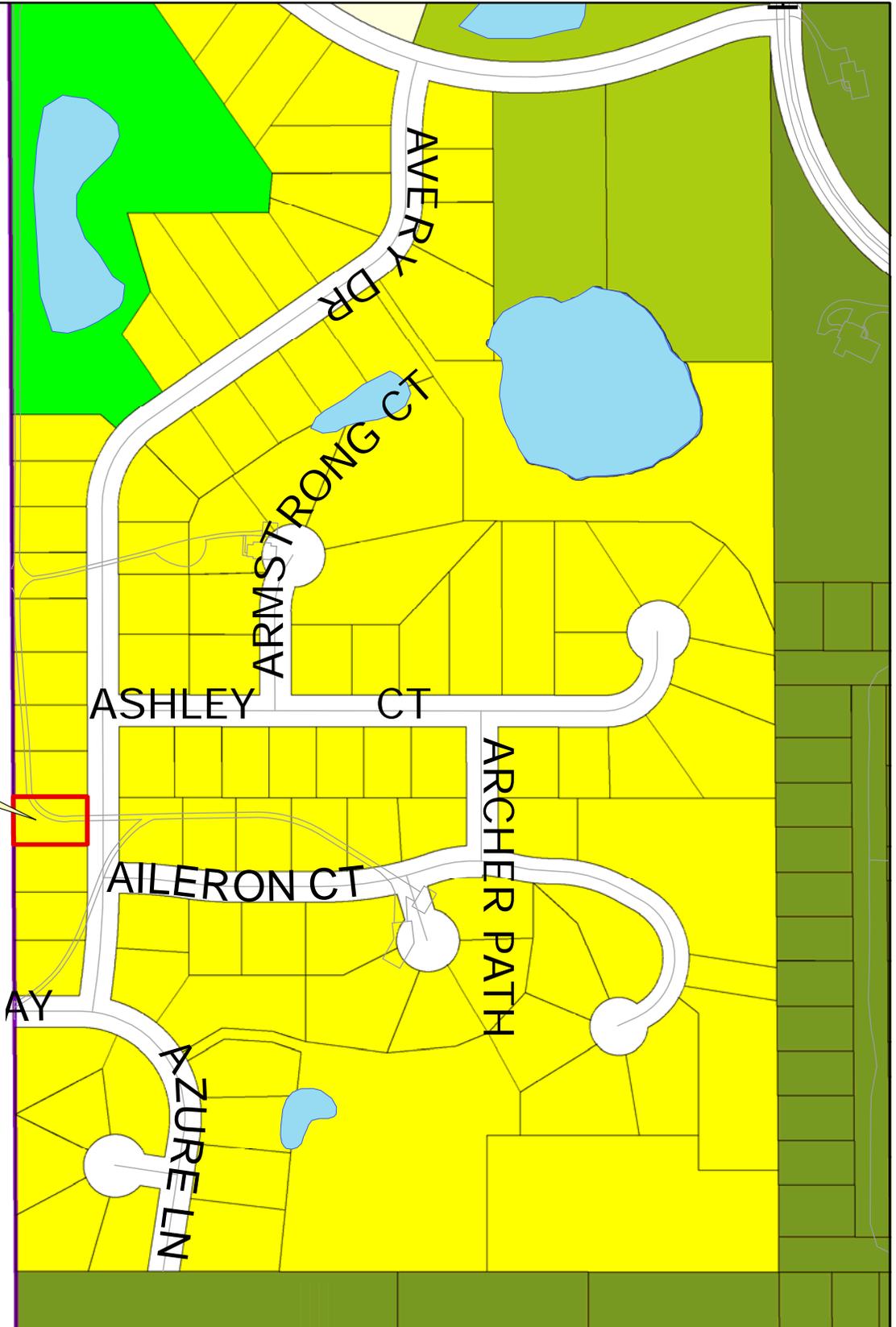
Attachments: Exhibit A – Location/Zoning Map
Exhibit B – Applicant Narrative
Exhibit C – Site Plan



Ojala Variance Case No. 08-04V

CITY OF
EAGAN

Subject Site



We purchased our lot from McDonald Construction in February 2004. We did not start building until August 2006. Before building we confirmed with McDonald Construction that we would be able to put the house we wanted on the property along with a pool. McDonald confirmed this would be possible. We also confirmed with the city of Eagan this would be possible, as we were under the initial assumption we were in the city of Eagan. The city of Eagan also confirmed we were able to have the house we wanted along with a pool on the property.

We did not realize we were in IGH until right before building.

In April 2007 we applied for a pool permit and were denied due to the impervious surface code, in which we would be over with the amount of concrete we wanted to add to our backyard around the pool.

We reduced the amount of concrete to get the permit approved and had our pool installed in May 2007. Since then, we have been unable to finish our landscaping in our backyard and have the clay soil around our pool.

We have 450 square feet remaining under the impervious surface code which we are planning to use for a patio in the back yard and we are requesting an additional 307 feet for around our pool. This would put us at 3% over the 30% limit.

We have extensively researched pervious paver systems and are willing to install the 750 feet of patio with pervious pavers as an alternative to concrete. We believe that a pervious paver system is a good alternative to concrete and that it would aid in reducing water runoff. As the city code does not define impervious, we feel that a pervious surface does not violate the city code.

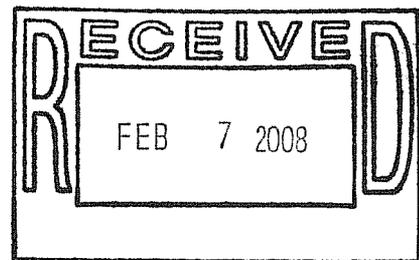
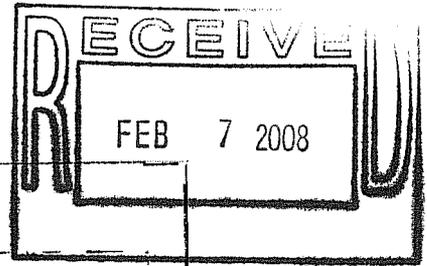
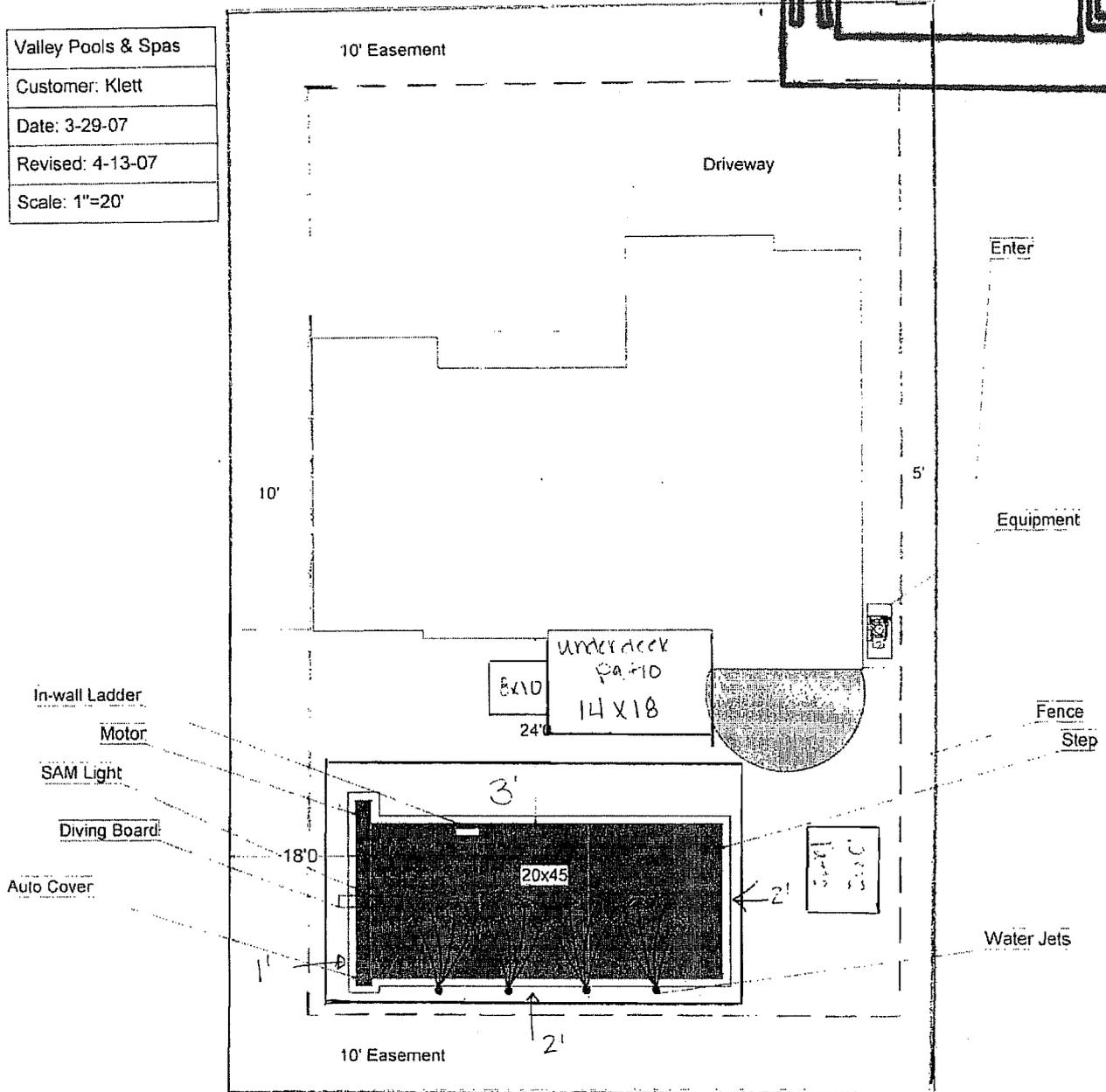


EXHIBIT B

Wendy Gjaia & Jason Klett
 11579 Avonny Drive
 164, MN 55077



Valley Pools & Spas
Customer: Klett
Date: 3-29-07
Revised: 4-13-07
Scale: 1"=20'



Under deck patio = 25'
 8x10 patio = 8'
 Pool = 20' x 45'
 Under deck = 30'
 10'

EXHIBIT C

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Lafayette Park Home Owners Association (LPHOA)

Meeting Date: March 24, 2008
Item Type: Regular
Contact: Heather Botten 651.450.2569
Prepared by: HB Heather Botten, Associate Planner
Reviewed by: Planning

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED

Consider a request to allow a modification to the approved landscaping plan for Lafayette 2nd Addition to expand the natural area buffer.

SUMMARY

In August 2007 the City received a complaint regarding tall grass and weeds in the 4500 Block of Blaine Avenue. A letter was sent to Gassen Company, the management company for Lafayette Park, to comply with the city's weed ordinance. After giving the management company two months to comply with the City ordinance a summons was mailed to Gassen Company.

In mid-November, planning staff was contacted by Gassen Company in regards to the mowing summons. Staff researched the history of the property (Outlot C) and determined there was not a conservation easement on the property allowing it to be left entirely natural. The outlot was created to act as a buffer between the townhomes and the single-family homes in South St. Paul. There are two types of open space on the outlot, as shown on the approved landscaping plan (Exhibit C). Along the northern portion of the outlot is a natural area, which is in compliance with the approved plans. The area in question is along the western part of the outlot, along Blaine Avenue. The landscape plan shows the western portion of the outlot as an open area with landscaping, intended to be mowed and maintained. Since there is no conservation easement or other documentation stating the area should be left natural, staff concluded the area should be maintained, which includes mowing the grass.

Lafayette homeowners association is requesting to modify the approved landscaping plan, more specifically the western part of Outlot C, to be left in a natural state, with the exception of a three foot strip along the sidewalk that would be mowed. The association has provided no rationale as to why they want this to be left natural. The proposed area is at an incline but looking at the site it is easy to determine where the approved natural area is on the outlot versus the landscaped area.

City Council Option: Based on the preceding information the City Council can either

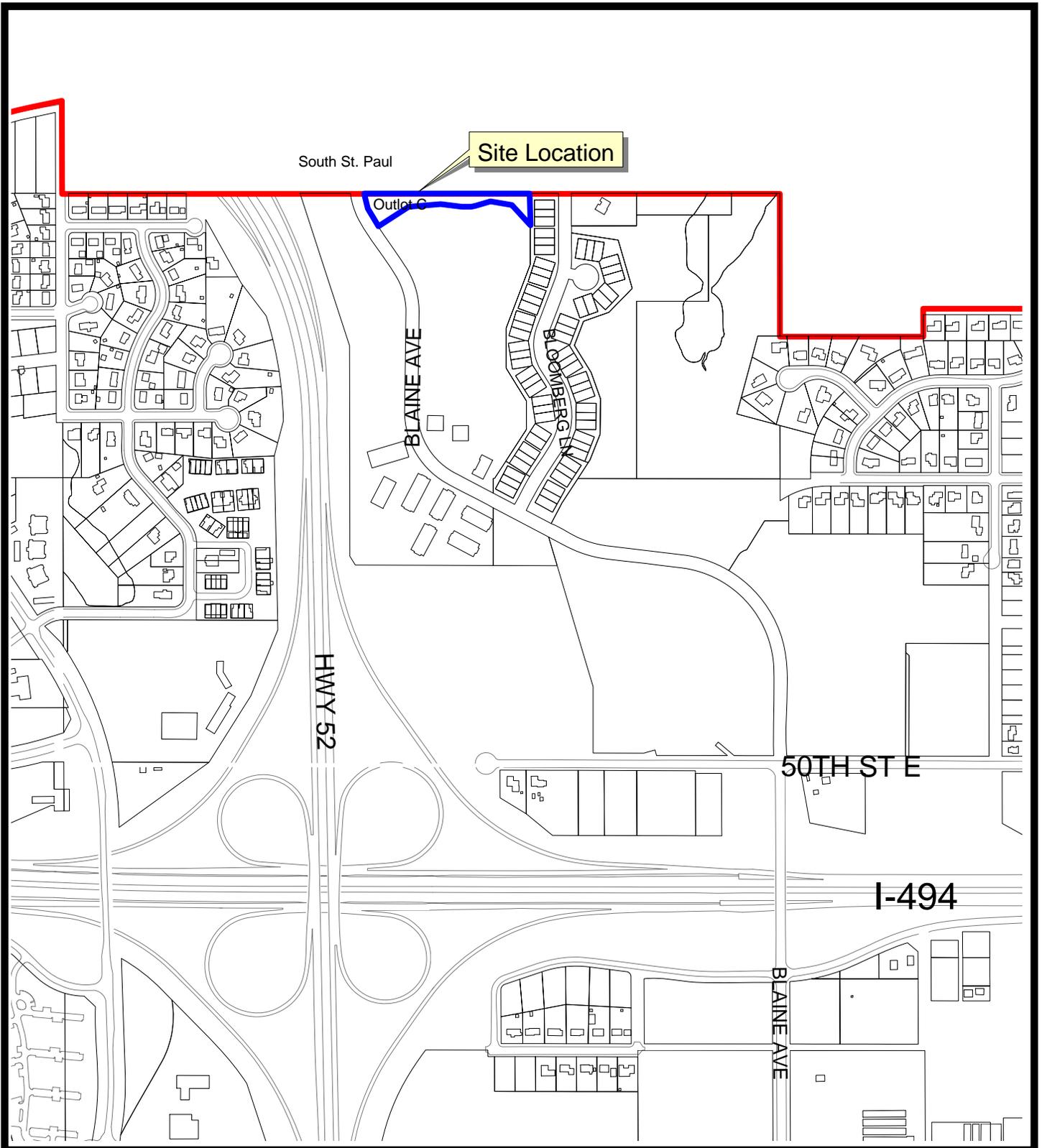
- a) deny the request to amend the landscape plan and require the proposed area to be maintained and comply with City Ordinance; or

b) approve the request to amend the landscape plan to allow the area to be left "natural" with the exception of a 3 foot strip along the sidewalk that is to be mowed.

- Exhibits:
- A – Location Map
 - B - Letter of request from Lafayette Park Homeowners Association
 - C - Approved Landscaping Plan
 - D - Aerial Photograph
 - E - Pictures of the property
 - F – Area proposed to maintained by the Association



Lafayette Park Outlot C



Map is not to scale

Exhibit A
Location Map

To Inver Grove Heights City Council

March 15, 2008

From Lafayette Park Home Owners Association (LPHOA)
Blaine Avenue south of Interstate 494

Dear Council Members,

Late last fall LPHOA received a citation for an area not mowed near the cul-de-sac on the very north end of Blaine Ave. east side where IGH abuts the City of South St. Paul.

When we were first informed of this area to be mowed, we in good faith mowed the area from the sidewalk back approximately 10 feet to 25 feet in some areas to comply with the complaint. Later a citation was issued because not enough of the area was mowed. We inquired as to where the boundaries were and how much had to be mowed as this area was part of the perimeter around our complex that had not been mowed in the past five years the community has existed. Communication was not received and LPHOA appeared in court last December to obtain clarification and ask to have this land "deemed as natural" as it always existed.

The trial was postponed until April 2, 2008 to try to remedy this. Talking with the attorney representing the City of IGH that day in December I was informed it was noted to be discussed by the City Council.

Since the court date is fast approaching LPHOA would like the chance to have the council consider this matter at the March 24th council meeting and look over our proposal to make a lawn area nearest Blaine Ave. to be mowed on a weekly basis by our contractor but to keep a "natural" area for wildlife up the hill and to the wooded area.

Hopefully we can come to terms so we do not have to take time from the court.

Thank you.

Sincerely,

T.J. Heininger,

Vice President LPHOA

B

**Proposal To
Inver Grove Heights
City Council**

**From
Lafayette Park Home Owners
Association**

**To have land deemed "Natural" on north end of Blaine Avenue
March 15, 2008**

Proposal for Blaine Avenue LPHOA

We would like to have the aforementioned area deemed "as Natural for the wildlife.

After notifying the residents directly across from the area they were in agreement and would support this area staying as is, in its natural state.

If approved "as natural" LPHOA would make the area along the sidewalk as marked in the photograph (# 1) lawn like with sod or seed to be mowed by our contracted landscapers on a regular basis, currently they mow weekly.

This would be consistent with all the "perimeter land" that currently surrounds our community.

Should a decision be made that the area has to be mowed could we get someone from the City of IGH to help us with the boundaries to be mowed and where the Right of Way areas are that may be part of IGH or South St. Paul.

Also attached are photos taken March 15, 2008 showing the land in question and how it has existed for centuries before the community was built and photos of the deer that frequent that land for browsing, sleeping and as passage to the ravine area. FYI- other wildlife seem in area include pheasants, rabbits, raccoons, hawks, eagles and coyotes.

Hopefully this matter can come before the City Council on March 24, 2008 to avoid the April 2, 2008 court date. If your calendar is filled for that date would it be possible to get on your calendar at the next opening so the court date could be extended until the matter is resolved.

Please let us know so a representative of LPHOA can attend the meeting to support this request and answer any questions you may have.

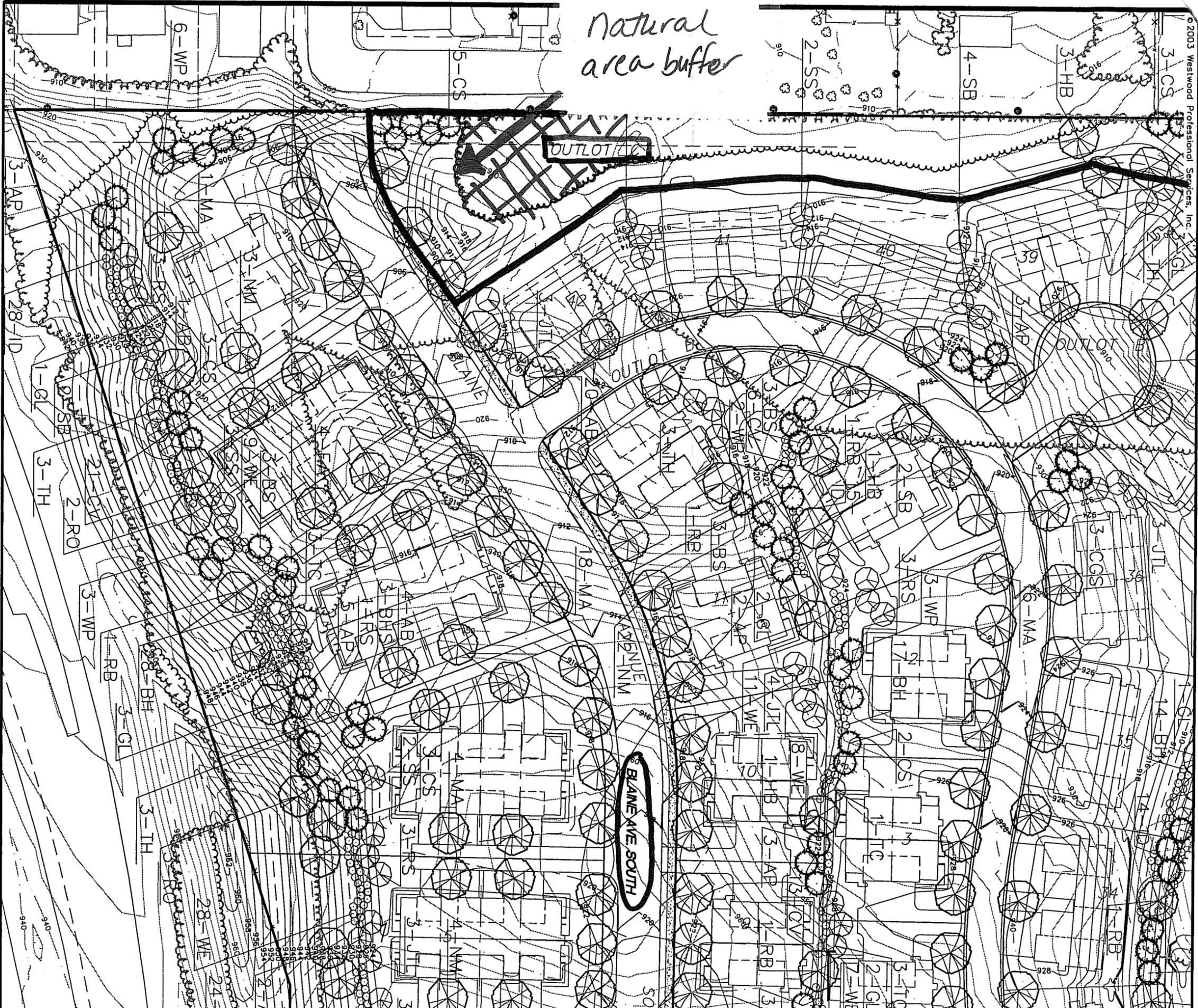


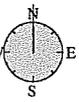
Westwood Professional Services, Inc.
7599 Anagram Drive
Eden Prairie, MN 55344
Phone: 952/937-5150 Fax: 952/937-5322

I hereby certify that this plan was prepared by me or under my direct supervision and that I am a duly licensed LANDSCAPE ARCHITECT under the laws of the State of Minnesota.
Ed J. Hasek
Date: 03/14/03 License No. 16454

Revisions:
02/17/03 Revision as per City

Checked: GRP
Drawn: BRH
Record Drawing by/date: CBP/GRP





Area to be mowed

Area to be left natural

(c) Copyright 2006, Pictometry International

Scale: 1 inch = 60.0 feet



Exhibit E



gutter

F



Picture taken on top of the hill, on the out lot

E.



3

F

Area proposed
to be maintained
by the Association.

F#

Sod/Seed
With GRASS
To be mowed

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

CITY OF INVER GROVE HEIGHTS; Consider the first reading of an Ordinance Amendment to allow wall signs up to 350 square feet in the I-1 and I-2 zoning districts.

Meeting Date: March 24, 2008
 Item Type: Regular Agenda
 Contact: Jenn Emmerich; 651.450.2553
 Prepared by: Jenn Emmerich, Assistant 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) Consider the First Reading of an Ordinance Amendment that would allow one wall sign on buildings over 50,000 square feet in the I-1 and I-2 Districts to have a maximum size of 350 square feet.
 - Requires 3/5th's vote.

SUMMARY

Background The City Council directed staff to hold a public hearing regarding changing the maximum allowed wall signage to 350 square feet in the I-1 and I-2 Zoning Districts. This request arose during the discussion of a recent signage variance request for a 350 square foot wall sign on a building greater than 50,000 square feet in the I-1 District. Planning Commission held a public hearing on March 5, 2008.

Analysis Currently, all wall signs in any "I" District are limited to a maximum size of 100 square feet and the aggregate square footage of wall mounted signs shall not exceed ten percent of the surface area of the face of the building upon which the signs are to be mounted. This standard leaves large industrial buildings at a disadvantage. If they were to meet the code, the sign would not be in proportion to the size of the building walls, which can hinder visibility. This is especially true for properties along major highways with high volumes of traffic traveling at high speeds.

Additionally, upon review of the current ordinance staff noticed that there is no language addressing the prohibition of lighted, revolving or changing LED wall signs. To date, we have not received any permit applications for this type of sign, other than the several approved reader-board signs (i.e. City Hall – The Grove, Gertens, School District, etc.), but considering they are becoming more prevalent, this could pose a problem in the future. Staff would like to know if City Council would like to include regulating large, lighted, revolving or changing LED walls signs in this ordinance amendment.

RECOMMENDATION

Planning Staff Recommends approval of this ordinance amendment.

Planning Commission Recommends approval of the request (8-0).

Parks and Recreation Not applicable.

Attachments Ordinance Amendment Resolution
 Planning Commission Recommendation
 Planning Report

CITY OF INVER GROVE HEIGHTS

DAKOTA COUNTY, MINNESOTA

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTION 515.90 SUBD. 30. (ZONING CODE – SIGNS AND BILLBOARDS) OF THE CITY CODE RELATING TO ALLOWABLE MAXIMUM SIGNAGE SIZE IN THE I-1 AND I-2 ZONING DISTRICTS

The City of Inver Grove Heights hereby ordains as follows:

SECTION 1. AMENDMENT. Section 515.90. Subd. 30. Signs and Billboards is hereby amended to read as follows:

D. General Provisions

3. Signs in the "B", "I" and "P" Districts

- f. Within any "I" district, the aggregate square footage of sign space per lot shall not exceed the sum of four square feet per front foot of building, plus one square foot per front foot of property not occupied by a building. No individual sign surface shall exceed 100 square feet except billboards.
 1. For lots zoned I-1 and I-2, the sign surface of one wall sign on a building with at least 50,000 square feet of gross floor area may be as large as 350 square feet.

SECTION 2. EFFECTIVE DATE. This ordinance shall be in full force and effect from and after its passage and publication according to law.

Passed this ____ day of _____, 2008.

Ayes ____

Nays ____

George Tourville, Mayor

Attest:

Melissa Rheume, Deputy Clerk

**RECOMMENDATION TO
CITY OF INVER GROVE HEIGHTS**

TO: Mayor and City Council of Inver Grove Heights

FROM: Planning Commission

DATE: March 5, 2008

SUBJECT: **CITY OF INVER GROVE HEIGHTS – CASE NO. 08-05ZA**

Reading of Notice

Commissioner Simon read the public hearing notice to consider the request for an amendment to City Code Section 515.90 Subd. 30, Signs and Billboards, relating to allowing wall signs up to 350 square feet in the I-1 and I-2 zoning districts. No notices were mailed.

Presentation of Request

Allan Hunting, City Planner, explained the request as detailed in the report. He advised that City Council directed staff to hold a public hearing regarding changing the maximum allowed wall signage to allow one wall sign of 350 square feet on buildings greater than 50,000 square feet in the I-1 and I-2 zoning districts. He advised that in 2002 Council approved an amendment to allow 350 square foot wall signs on buildings greater than 50,000 square feet in the B-3 and B-4 districts. Staff recommends approval of the amendment.

Commissioner Roberts asked if the proposed amendment would have resolved the recent I-State request, to which Mr. Hunting replied in the affirmative.

Opening of Public Hearing

There was no public testimony.

Planning Commission Recommendation

Motion by Commissioner Roberts, second by Commissioner Simon, to approve the request for an amendment to City Code Section 515.90 Subd. 30, Signs and Billboards, relating to allowing wall signs up to 350 square feet in the I-1 and I-2 zoning districts.

Motion carried (8/0). This matter goes to the City Council on March 24, 2008.

P L A N N I N G R E P O R T
C I T Y O F I N V E R G R O V E H E I G H T S

REPORT DATE: February 28, 2008

CASE NO: 08-05ZA

APPLICANT: City of Inver Grove Heights

REQUEST: I-1 and I-2 Maximum Wall Sign Size Ordinance Amendment

HEARING DATE: March 5, 2008

REVIEWING DIVISIONS: Planning

PREPARED BY: Jennifer Emmerich
Assistant City Planner

BACKGROUND

The City Council directed Staff to hold a public hearing regarding changing the maximum allowed wall signage to 350 square feet in the I-1 and I-2 Districts. The Council's request arose during the discussion of a recent signage variance request for a 350 square foot wall sign on a building greater than 50,000 square feet in the I-1 District.

ANALYSIS

The City Council, when it directed Staff to look into increasing the maximum signage size in the I-1 and I-2 Zoning Districts, felt that allowing the larger signage on the larger buildings is reasonable as similar sized signs are allowed on similar sized buildings in the B-3, General Business District.

Current Regulations. Wall signs in any "I" district are limited to a maximum size of 100 square feet, regardless of building size. The Ordinance also states that the aggregate square footage of wall mounted signs shall not exceed ten percent (10%) of the surface area of the face of the building upon which the signs are to be mounted.

The current sign code for Inver Grove Heights leaves large industrial buildings at a disadvantage. If they would meet the current criteria for signage, their signs would not be in proportion to the size of their building walls and would be difficult to notice while driving. This is especially true for properties along major highways with high volumes of traffic traveling at high speeds. To maintain signage that is proportionately sized, wall signs have tended to increase with the size of buildings. However, the sign code has not been amended to reflect this trend.

Recently City Council granted a variance for a 350 square foot sign on a very large (over 50,000 square feet) building in the I-1, Industrial District. Additionally, City Code was amended in 2002 to allow 350 square foot wall signs on buildings greater than 50,000 square feet in the B-3 and B-4 Districts.

Proposed Ordinance Language. Staff has prepared language that would allow one wall sign on buildings over 50,000 square feet in the I-1 and I-2 Districts to have a maximum size of 350 square feet. The new language is shown underlined and highlighted in Exhibit A. Allowing only one sign per building would permit the property owner to obtain the necessary visibility while minimizing large sign clutter on the building. Additionally, this amendment would be consistent with the regulations in the B-3 and B-4 Districts.

Staff did research other cities' sign codes, but did not find enough consistency to have an impact on how the City proceeds. Some cities based the maximum sign size on the wall size (I.e. allowing a certain maximum percentage to be occupied by a wall sign) whereas others limited the sign size to a specific square footage, regardless of building size. Therefore staff thought it best to keep the I-1 and I-2 signage requirements consistent with the B-3 and B-4 requirements.

ALTERNATIVES

The alternative courses of action the Planning Commission has available include the following:

- A. **Approval.** If the Planning Commission finds the proposed amendment language to be acceptable, the Commission could recommend adoption of the attached ordinance amendment.
- B. **Modified Approval.** If the Planning Commission finds it acceptable to increase the size of wall signs on larger industrial buildings, but is not in agreement with the recommended increase, the Commission could recommend adoption of a modified amendment.
- C. **Denial.** If the Planning Commission does not find it necessary to increase the size of wall signs on larger retail buildings, the Commission could recommend denial of the proposed ordinance amendment.

RECOMMENDATION

Based on the City Council's comments and direction, Staff recommends that the ordinance be modified to allow one wall sign of 350 square feet on buildings greater than 50,000 square feet in the I-1 and I-2 Zoning Districts.

Attachments: Proposed Ordinance Amendment

Exhibit A

Excerpt from the Zoning Ordinance pertaining to business signs. Proposed changes are underlined and highlighted.

1. Signs in the "B", "I" and "P" Districts. Within the "B", "I" and "P" districts, nameplate signs and business signs are permitted subject to the following regulations:
 - a. Within the "B-1" district, the aggregate square footage of sign space per lot shall not exceed the sum of one square foot per front foot of building, plus one square foot for each front foot of lot not occupied by a building. No individual sign surface shall exceed 50 square feet in a "B-1" or "P" district.
 - b. Within the "B-2" district, the aggregate square footage of sign space per lot shall not exceed the sum of two square feet per front foot of building, plus one square foot for each front foot of lot not occupied by such building, which front on a public right-of-way 50 feet or more in width. No individual sign surface shall exceed 100 square feet.
 - c. Within the "B-3" district, the aggregate square footage of sign space per lot shall not exceed the sum of four square feet per front foot of building, plus one square foot per front foot of property not occupied by a building. No individual sign surface shall exceed 100 square feet except billboards. The sign surface of one wall sign on a building with at least 50,000 square feet of gross floor area may be as large as 350 square feet.
 - d. Within the "B-4" district, the aggregate square footage of sign space per lot shall not exceed the sum of two and one-half square feet for each front foot of lot which fronts on a public right-of-way 50 feet or more in width. No individual sign surface shall exceed 240 square feet in area, nor shall two or more signs be so arranged and integrated as to cause an advertising or display surface over 240 square feet. The sign surface of one wall sign on a building with at least 50,000 square feet of gross floor area may be as large as 350 square feet.
 - e. Within the "P" district, the aggregate square footage of sign space per lot shall not exceed the sum of one square foot per front foot of building, plus one square foot for each front foot of lot not occupied by a building. No individual sign surface shall exceed 75 square feet in a "P" district.
 - f. Within any "I" district, the aggregate square footage of sign space per lot shall not exceed the sum of four square feet per front foot of building, plus one square foot per front foot of property not occupied by a building. No individual sign surface shall exceed 100 square feet except billboards.
1. For lots zoned I-1 and I-2, the sign surface of one wall sign on a building with at least 50,000 square feet of gross floor area may be as large as 350 square feet.

- g. Within all "B", "I" and "P" zoning districts, the maximum sign height for a property shall not exceed the height of the principal structure on the property by more than 10 feet except billboards.
- h. Within all "B", "I" and "P" Zoning Districts, the aggregate square footage of wall mounted signs shall not exceed ten percent (10%) of the surface area of the face of the building upon which the signs are to be mounted. Excluded from this restriction shall be signs for the purposes of regulating traffic movement, identifying loading areas, and similar signs.
- i. In all "B", "I" and "P" Zoning Districts, free-standing signs shall be placed at a minimum setback of 10 feet from any property line. Signs exceeding 100 square feet of individual sign surface (per side) shall be setback a minimum of 20 feet from any property line.
- j. Within the "B-3", "I-1" and "I-2" Zoning Districts, pedestal signs shall be permitted adjacent to the front property line at a rate of one such sign per lot with an additional pedestal sign being permitted for each 200 lineal feet of lot frontage in excess of 200 feet. Pedestal signs shall not be spaced closer than 200 feet apart.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Resolution Authorizing the 2007 Transfer from the Host Community Fund to the Community Center Fund

Meeting Date: March 24,2008
 Item Type: Regular Agenda
 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 type="checkbox"/>	Budget amendment requested
<input type="checkbox"/>	FTE included in current complement
<input type="checkbox"/>	New FTE requested – N/A
<input type="checkbox"/>	Other

PURPOSE/ACTION REQUESTED: To consider the attached resolution authorizing the 2007 transfer from the Host Community Fund to the Community Center Fund effective December 31, 2007.

SUMMARY: The 2007 Budget included a transfer of \$641,100 from the Host Community Fund to the Community Center Fund to finance the operating deficit in this fund. The auditors have been here, field work has been completed and we are beginning to prepare the financial statements for the Comprehensive Annual Financial Report (CAFR). We have determined that we will only need to transfer \$383,203 to cover the shortfall in Community Center Fund for 2007. This amount is \$257,797 under budget.

I recommend approval of the attached resolution approving this transfer effective December 31, 2007.

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

RESOLUTION NO. ____

**RESOLUTION APPROVING 2007 TRANSFER
TO COMMUNITY CENTER FUND FROM HOST COMMUNITY FUND**

WHEREAS, the 2007 Budget authorized a transfer in the amount of \$641,100 to the Community Center Fund from the Host Community Fund, and

WHEREAS, the transfer amount needed is \$383,203 which is \$257,797 less than the budget.

NOW, THEREFORE BE IT RESOLVED, BY THE CITY OF INVER GROVE HEIGHTS: that the following transfer is authorized effective December 31, 2007:

From: Host Community Fund	451-9200-590.91-10	\$383,797
Community Center Fund	505-0000-391.10-00	383,797

Adopted by the City of Inver Grove Heights this 24th day of March 2008.

Ayes:

Nays:

George Tourville, Mayor

ATTEST:

Melissa Rheaume, Deputy Clerk

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

City Project No. 2001-12 – Concord Boulevard Improvement, Corcoran Path to 65th Street East

Meeting Date: March 24, 2008
 Item Type: Regular
 Contact: Scott D. Thureen, 651-450-2572
 Prepared by: Scott D. Thureen, City Engineer
 Reviewed by: 

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED

Consider a resolution receiving the feasibility report and scheduling a public hearing for City Project No. 2001-12 – Concord Boulevard Improvement, Corcoran Path to 65th Street East.

SUMMARY

Concord Boulevard is proposed to be upgraded by Dakota County from Corcoran Path to I-494 in South St. Paul. The City entered into an agreement with the County for engineering, right-of-way acquisition and highway construction for the southernmost portion of the project located in Inver Grove Heights in 2005. Plans and specifications are being prepared by Dakota County. The Council authorized the preparation of a feasibility study to identify non-reimbursable City project costs and potential funding sources. The phase of the project for the segment from Corcoran Path to 65th Street East is being bid this spring and will be constructed in 2008 and 2009. This project is included in our current five-year Capital Improvement Program.

Public Works recommends approval of the resolution receiving the feasibility report and scheduling a public hearing on April 14, 2008 for City Project No. 2001-12 – Concord Boulevard (Corcoran Path to 65th Street East). An information meeting will be held prior to the public hearing.

SDT/kf

Attachments: Feasibility Report Executive Summary (Full report will be handed out at March 24, 2008 Study Meeting)
 Resolution

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

RESOLUTION NO. _____

**RESOLUTION RECEIVING THE FEASIBILITY REPORT AND SCHEDULING A PUBLIC HEARING
FOR CITY PROJECT NO. 2001-12 – CONCORD BOULEVARD IMPROVEMENT, CORCORAN PATH
TO 65TH STREET EAST**

WHEREAS, Dakota County and the City of Inver Grove Heights have entered into an agreement to improve Concord Boulevard; and

WHEREAS, Dakota County is the lead agency for these proposed improvements; and

WHEREAS, the improvements are as described below:

<u>Project No.</u>	<u>Improvements</u>
2001-12	Concord Boulevard from Corcoran Path to 65 th Street East

Roadway improvements (bituminous removal, subgrade excavation/correction, grading, granular subgrade, aggregate base, bituminous pavement), concrete curb and gutter removal and replacement, concrete sidewalk installation/replacement/repair, bituminous trail installation, storm sewer, street lighting, sanitary sewer repairs, water main valve and hydrant replacements, appurtenances and restoration.

WHEREAS, a feasibility report has been prepared by the Public Works Director with reference to City Project No. 2001-12 – Concord Boulevard Improvement, Corcoran Path to 65th Street East.

Said report is hereby received by the City Council of the City of Inver Grove Heights on March 10, 2008.

1. The City Council will consider the above-mentioned improvements in accordance with the report and assess, or tax, the abutting properties for all or a portion of the cost of the improvements, pursuant to Chapter 429 of the Minnesota Statutes at an estimated cost of \$823,780.00.
2. A public hearing will be held on such improvements at 7:30 p.m. on Monday, April 14, 2008 in the City Council Chambers at 8150 Barbara Avenue and the City Clerk shall give mailed and published notice of such hearing and improvements as required by law.

Adopted by the City Council of Inver Grove Heights this 24th day of March 2008.

AYES:

NAYS:

George Tourville, Mayor

ATTEST:

Melissa Rheaume, Deputy Clerk

1. EXECUTIVE SUMMARY

CSAH 56 (Concord Boulevard) was turned back to Dakota County in 1994. This roadway has many issues, including capacity for traffic, surface drainage, and structural problems. The Minnesota Department of Transportation (Mn/DOT), Dakota County, and the City of Inver Grove Heights are working jointly to reconstruct Concord Boulevard from 65th Street south approximately 2.3 miles to Corcoran Path. This is phase two of a multi-phased project that will reconstruct CSAH 56 from I-494 south through Inver Grove Heights. The first phase of the project is entirely within the city limits of South St. Paul. The third phase of the project is located within both South St. Paul and Inver Grove Heights.

It is proposed that Mn/DOT and Dakota County will fund the majority of the surface and storm sewer improvements along with sanitary sewer and watermain adjustments necessary as a result of roadway modifications. The City of Inver Grove Heights is proposed to fund the following project costs:

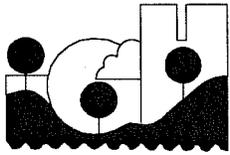
- Sanitary sewer and watermain improvements not associated with the roadway improvements.
- Storm sewer improvements for off-line or local streets, including Dickman Trail.
- Street light improvements
- Non-eligible Mn/DOT State Aid turn-back improvements, including sidewalk and trail improvements, building demolition, and other local street improvements. These project costs are proposed to be funded 45% by the City of Inver Grove Heights and 55% by Dakota County based on Dakota County's cost participation policy.

The total project cost, including 10% contingencies and 28% indirect costs is estimated to be \$15,911,600. Of this amount, \$14,484,800 is proposed to be funded by State Aid turn-back funds, \$603,020 is proposed to be funded by Dakota County, and \$823,780 is proposed to be funded by the City of Inver Grove Heights.

The City proposes to utilize the Pavement Management Fund, 429 special assessments, and the Water Fund to finance the City's portion of the project. Of the portion funded by the City, \$179,500 of watermain improvements is proposed to be funded by the Water Fund. Benefiting property owners along the roadway are proposed to be assessed \$463,670 for surface, storm sewer, and street light improvements and the remaining \$181,210 is proposed to use monies from the Pavement Management Fund.

Dakota County is currently in the process of acquiring right-of-way and anticipates opening bids and awarding a contract in July 2008. Construction is scheduled to start in July 2008 with substantial completion by Fall 2009.

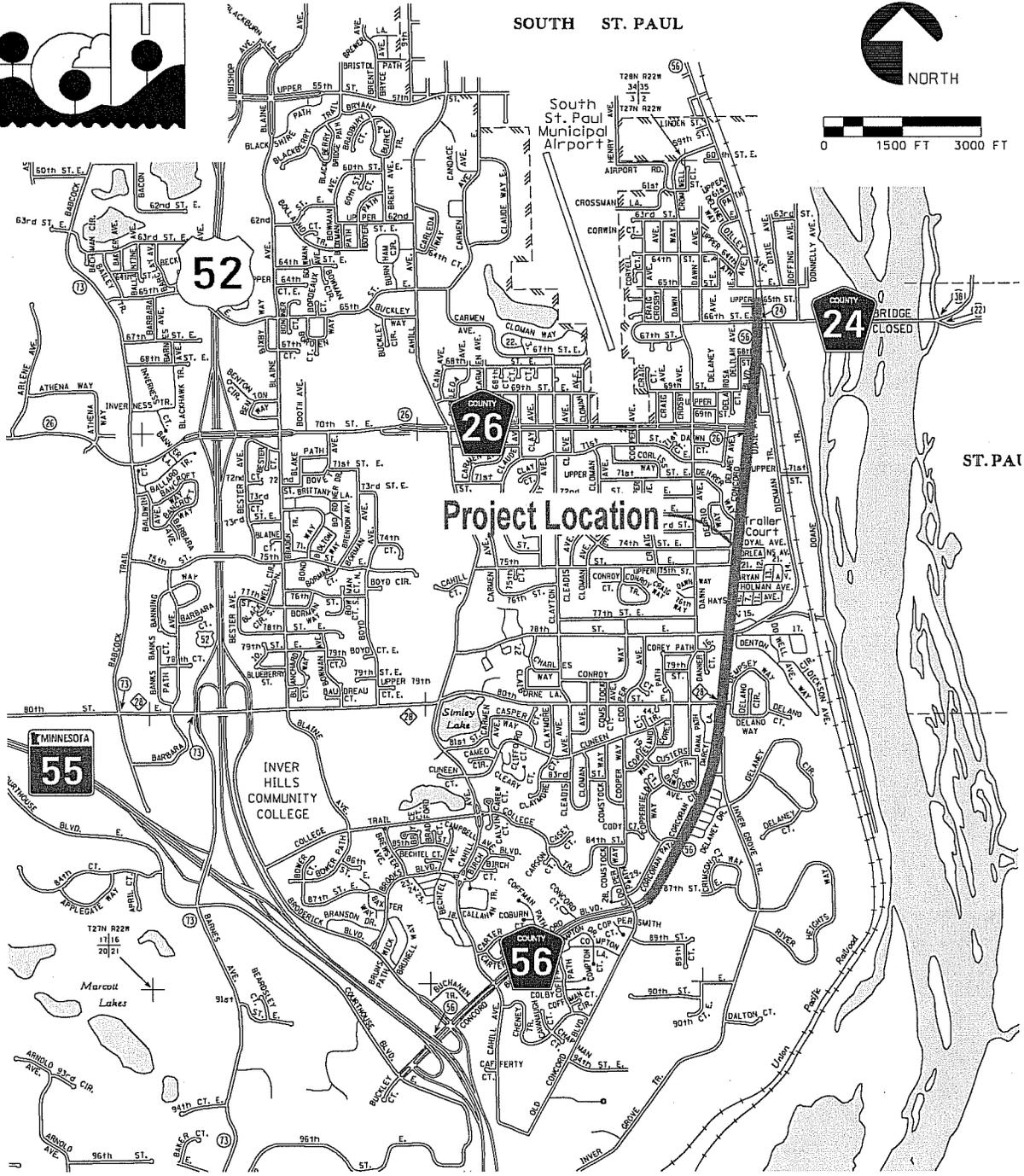
It is the recommendation of WSB & Associates, Inc. and City Staff that the City Council accept this feasibility report and call for the public hearing necessary to order the improvements consistent with M.S. Chapter 429 governing public improvements to allow the City of Inver Grove Heights to assess adjacent property owners in order to fund a portion of the City's share of the project's improvements. This project is feasible, necessary, and cost-effective from an engineering standpoint, and should be constructed as proposed herein.



SOUTH ST. PAUL



0 1500 FT 3000 FT



Project Location

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

Prepared by:

WSB
& Associates, Inc.
701 Xenia Avenue South, Suite 300
Minneapolis, MN 55416
www.wsbeng.com

Project Location Map

Figure 1

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

City Project No. 2001-12 – Resolution Banning Parking on Concord Boulevard from 1121 Feet South of Corcoran Path to 83 Feet South of 65th Street East

Meeting Date: March 24, 2008
Item Type: Regular
Contact: Scott D. Thureen, 651-450-2572
Prepared by: Scott D. Thureen, City Engineer
Reviewed by: *SA*

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED

Consider a resolution banning parking on Concord Boulevard from 1121 feet south of Corcoran Path to 83 feet south of 65th Street East.

SUMMARY

The proposed reconstruction of Concord Boulevard from 1121 feet south of Corcoran Path to 83 feet south of 65th Street East is expected to start in 2008. According to Mn/DOT regulations, no parking will be allowed on this roadway if State Aid funds are used for construction, due to the design width. Thus, the City needs to execute a resolution banning parking on the roadway.

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

SDT/kf
Attachment: Resolution
Map

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

**RESOLUTION RELATING TO PARKING RESTRICTIONS
S.A.P. 19-656-05 / 178-020-16 FROM 1121' SOUTH OF CORCORAN PATH TO 83' SOUTH OF 65TH
STREET EAST IN THE CITY OF INVER GROVE HEIGHTS, MINNESOTA**

CITY PROJECT NO. 2001-12

RESOLUTION NO. _____

WHEREAS, this resolution was passed this 24th day of March, 2008 by the City of Inver Grove Heights in Dakota County, Minnesota. The Municipal corporation shall hereinafter be called the "City", WITNESSETH:

WHEREAS, Dakota County and the City of Inver Grove Heights have entered into an agreement to improve Concord Boulevard, State Aid Route No. 56, (from 1121 feet south of Corcoran Path to 83 feet south of 65th Street East); and

WHEREAS, the County and the City will be expending State Aid funds on the improvements of this street; and

WHEREAS, these improvements do not provide adequate width for parking on both sides of the street and approval of the proposed construction as a County State Aid street project must therefore be conditioned with certain parking restrictions.

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

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

NOW, THEREFORE, BE IT RESOLVED that the City of Inver Grove Heights shall ban the parking of motor vehicles on Concord Boulevard from 1121 feet south of Corcoran Path to 83 feet south of 65th Street East at all times.

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

Adopted by the City Council of Inver Grove Heights, MN this 24th day of March 2008.

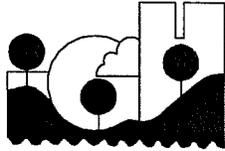
AYES:

NAYS:

George Tourville, Mayor

ATTEST:

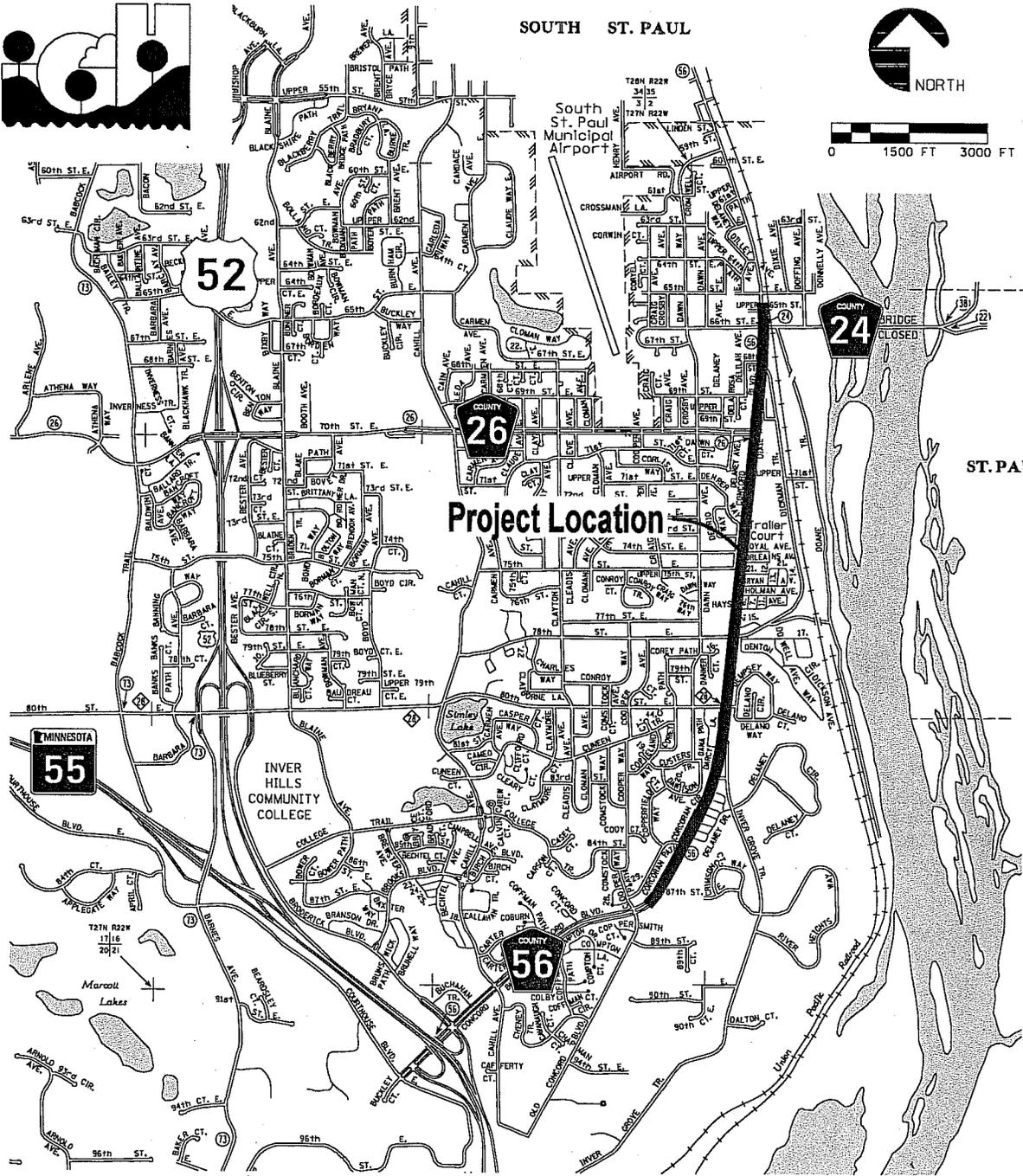
Melissa Rheume, Deputy Clerk



SOUTH ST. PAUL



0 1500 FT 3000 FT

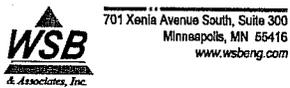


Project Location

ST. PAUL

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

Prepared by:



Project Location Map

Figure 1

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Resolution Receiving the Feasibility Report and Scheduling a Public Hearing for City Project No. 2008-11 – Southern Sanitary Sewer, East Segment

Meeting Date: March 24, 2008
 Item Type: Regular
 Contact: Scott D. Thureen, 651-450-2572
 Prepared by: Scott D. Thureen, City Engineer
 Reviewed by: *SDT*

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

PURPOSE/ACTION REQUESTED

Consider a resolution receiving the feasibility report and scheduling a public hearing for City Project No. 2008-11 – Southern Sanitary Sewer, East Segment.

SUMMARY

Public Works received a petition on February 1, 2008 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. On February 11, 2008, City Council approved the preparation of a feasibility report by Kimley-Horn and Associates, Inc. The study has been completed. The study defines the design of proposed sanitary sewer extension to serve properties located on the east side of T.H. 52, south of 111th Street East and provides cost and funding estimates.

I recommend approval of the resolution receiving the feasibility report and scheduling a public hearing on April 14, 2008 for City Project No. 2008-11 – Southern Sanitary Sewer, East Segment.

SDT/kf
 Attachments: Feasibility Report
 Resolution

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

RESOLUTION NO. _____

**RESOLUTION RECEIVING THE FEASIBILITY REPORT AND SCHEDULING A PUBLIC HEARING
FOR CITY PROJECT NO. 2008-11 – SOUTHERN SANITARY SEWER, EAST SEGMENT**

WHEREAS, on February 1, 2008, the City of Inver Grove Heights received a petition requesting extending trunk sanitary sewer to serve properties located on the east side of T.H. 52, south of 111th Street East; and

WHEREAS, City Council approved the preparation of feasibility report by Kimley-Horn and Associates, Inc. on February 11, 2008; and

WHEREAS, a feasibility report has been completed by Kimley-Horn and Associates, Inc. with reference to City Project No. 2008-11 – Southern Sanitary Sewer, East Segment.

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

1. Said feasibility report dated March 20, 2008 is hereby received by the City Council of Inver Grove Heights.
1. The City Council will consider the above-mentioned improvements in accordance with the report and assess, or tax, the abutting properties for all or a portion of the cost of the improvements, pursuant to Chapter 429 of the Minnesota Statutes at an estimated cost of \$1,126,400 for City Project No. 2008-11 – Southern Sanitary Sewer, East Segment.
2. A public hearing will be held on such improvements at 7:30 p.m. on Monday, April 14, 2008 in the City Council Chambers at 8150 Barbara Avenue and the City Clerk shall give mailed and published notice of such hearing and improvements as required by law.

Adopted by the City Council of Inver Grove Heights this 24th day of March 2008.

AYES:

NAYS:

George Tourville, Mayor

ATTEST:

Melissa Rheame, Deputy Clerk

■

*Southern Sanitary
Sewer System
East Segment Improvements
City Project 2008-11*

Feasibility Study
And Report

Prepared for:
City of Inver Grove Heights

March 2008



Kimley-Horn
and Associates, Inc.



Kimley-Horn
and Associates, Inc.

March 20, 2008

Honorable Mayor and Members of the City Council
City of Inver Grove Heights
8150 Barbara Avenue
Inver Grove Heights, MN 55077

■
Suite 345N
2550 University Avenue West
St. Paul, Minnesota
55114

Attn: Scott Thureen, P.E.
City Engineer/Interim Public Works Director

Re: Feasibility Study and Report
Southern Sanitary Sewer System East Segment Improvements
City Project 2008-11

Honorable Mayor and Members of the City Council:

The enclosed feasibility report has been prepared for the Southern Sanitary Sewer System East Segment Improvements, City Project 2008-11, as authorized by the City Council on February 11, 2008. This report investigates the possible extension of sanitary sewer infrastructure to service properties along the east side of Trunk Highway (TH) 52 between 111th Street East and the Inver Grove Heights city border. The proposed scope of work, right-of-way and easement acquisition requirements, estimated costs, financing, and schedule for the improvements are detailed in this report.

Information utilized in the preparation of this report included GIS information, development site plans, utility as-builts, information gathered through field reviews of the project area, information from area property owners, and discussions with City staff. All available information was reviewed and considered to determine the feasibility of the proposed improvements.

We believe that the proposed improvements identified in this report are feasible, that they will benefit the properties in the project area, and that they will benefit the City of Inver Grove Heights.

Sincerely,

KIMLEY-HORN AND ASSOCIATES, INC.

Beth A. Engum, P.E.
Project Manager

Enclosure

cc: File 160509008.3.400

FEASIBILITY STUDY AND REPORT

FOR

CITY OF INVER GROVE HEIGHTS

SOUTHERN SANITARY SEWER SYSTEM

EAST SEGMENT IMPROVEMENTS

CITY PROJECT 2008-11

Kimley-Horn and Associates, Inc.
2550 University Avenue West
Suite 345N
St. Paul, MN 55114
(651) 645-4197

I hereby certify that this plan, specification
or report was prepared by me or under my
direct supervision and that I am duly
Licensed Professional Engineer under the
laws of the State of Minnesota.

Signature: Beth A. Engum
Beth A. Engum, P.E.

Date: 3/20/08 Lic. No. 44785

File: 160509008.3.400

CITY OF INVER GROVE HEIGHTS

**SOUTHERN SANITARY SEWER SYSTEM
EAST SEGMENT IMPROVEMENTS
CITY PROJECT 2008-11**

EXECUTIVE SUMMARY

This feasibility study and report has been prepared for the Southern Sanitary Sewer System East Segment Improvements, City Project 2008-11. The proposed project includes the following improvements:

- Extension of approximately 7,400 linear feet of 8” gravity sanitary sewer along the east side of Trunk Highway (TH) 52 between Briggs Drive and 117th Street East. The proposed sanitary sewer alignment generally runs along the existing and proposed TH 52 Frontage Road, through the Olson Truck Stop property, and extends east along 117th Street East.
- Reconstruction of a portion of the TH 52 Frontage Road, a portion of Olson Truck Stop parking lot, and a portion of 117th Street East as necessary for the proposed sanitary sewer construction.

The estimated costs for the proposed improvements are detailed below. These costs do not include easement acquisition. Based on conversations with property owners, we have assumed that all easements required for the project improvements will be dedicated by the property owners at no cost to the City. Costs include a 10% construction cost contingency and a 28% allowance for indirect costs.

<u>Proposed Improvement</u>	<u>Estimated Cost</u>
<u>Sanitary Sewer Improvements</u>	\$ 1,126,400
Total Cost	\$ 1,126,400

The improvements are proposed to be financed through sanitary sewer area and lateral assessments to the benefiting property owners. The following is a summary of the proposed financing plan for this project:

<u>Financing Source</u>	<u>Amount</u>
<u>Sanitary Sewer Area Assessments</u>	\$ 524,334
<u>Sanitary Sewer Lateral Assessments</u>	\$ 602,066
Total	\$1,126,400

The area assessments are proposed to be levied on a gross property area basis at the City’s current standard rate of \$3,215/acre. The lateral assessments are proposed to be levied on a net (less wetlands and storm water ponds serving more than one parcel) property area basis at a calculated rate of \$5,424/acre.

The proposed lateral assessment rate is greater than the \$2,550/acre assessment rate that was calculated for the Southern Sanitary Sewer west segment improvements (City Project 2003-03). If the City wishes to maintain the same lateral assessment rate as for City Project 2003-03, the City

would need to contribute \$320,000 in City Sewer Utility funds to finance a portion of the costs for this project.

If the City Council chooses to accept this feasibility report and schedule a public hearing, we recommend the following project schedule:

City Council Accepts Feasibility Report and Calls Public Hearing	March 24, 2008
Public Hearing and City Council Authorizes Final Design	April 14, 2008

If, after receiving input at the public hearing, the City Council elects to proceed with the proposed improvements, the project will be implemented in stages with other improvements in the project area. The northern portion of the improvements will be constructed in conjunction with the Mn/DOT TH 52 Frontage Road improvements in 2009. The southern portion of the improvements will be constructed as a separate City project in 2009.

Based upon the analysis completed as a part of this report, the proposed Southern Sanitary Sewer System East Segment Improvements, City Project 2008-11, are feasible, necessary, and cost effective, and would benefit the properties in the project area and the City of Inver Grove Heights.

1. INTRODUCTION

On February 11, 2008, the Inver Grove Heights City Council authorized the preparation of a feasibility study for the Southern Sanitary Sewer System East Segment Improvements, City Project 2008-11.

The proposed improvements included as a part of City Project 2008-11 are as follows:

- Extension of approximately 7,400 linear feet of 8" gravity sanitary sewer along the east side of Trunk Highway (TH) 52 between Briggs Drive and 117th Street East. The proposed sanitary sewer alignment generally runs along the existing and proposed TH 52 Frontage Road, through the Olson Truck Stop property, and extends east along 117th Street East.
- Reconstruction of a portion of the TH 52 Frontage Road, a portion of Olson Truck Stop parking lot, and a portion of 117th Street East as necessary for the proposed sanitary sewer construction.

These proposed improvements are necessary to provide sanitary sewer service to properties along the east side of TH 52 between 111th Street East and the Inver Grove Heights city border. The proposed sanitary sewer service area is consistent with the areas included as a part of the City's recent expansion of their Municipal Urban Service Area (MUSA) boundary.

The proposed sanitary sewer improvements are detailed in this report, along with a summary of the estimated costs, a proposed financing plan, and a schedule for the improvements.

A project location map is provided as Exhibit 1 in Appendix A.

2. PROPOSED PUBLIC IMPROVEMENTS

The following is a summary of the proposed improvements included as a part of this project.

A. Sanitary Sewer Improvements

The gravity sanitary sewer will connect to the sanitary sewer main to be installed as a part of C.P. 2003-03 at Briggs Drive and extend south along the proposed TH 52 Frontage Road approximately 2,900 feet to 111th Street East. This portion of the proposed sanitary sewer would be installed as a part of Mn/DOT's TH 52 East Frontage Road project. From 111th Street East, it will continue south, along the existing TH 52 Frontage Road for approximately 2,100 linear feet and extend southeast through the Olson Truck Stop parking lot for approximately 1,350 feet. It will then go east on 117th Street East approximately 900 feet and terminate just east of the Union Pacific Railroad right-of-way. The sanitary sewer will need to be jacked underneath the existing railroad on 117th Street East. The sanitary sewer will be constructed of 8-inch PVC.

Exhibit 2 in Appendix A illustrates the sanitary sewer proposed as a part of this project.

B. Roadway Improvements

A portion of the existing TH 52 Frontage Road and 117th Street East will require reconstruction as a part of the sanitary sewer improvements. We have assumed that they will be reconstructed to their existing pavement section. We have assumed a typical pavement section of 18-inches of select granular borrow, 10-inches of Class 5, and 4-inches of bituminous pavement for the Frontage Road and a typical pavement section of 12-inches of select granular borrow, 10-inches of Class 5 aggregate base, and 4-inches of bituminous pavement for 117th Street East.

A portion of the Olson Truck Stop parking lot will also be disturbed for the sanitary sewer installation. We have assumed the parking lot will have a pavement patch section consisting of 10-inches of Class 5 and 4-inches of pavement. All other disturbed areas will be stabilized and restored to their original condition.

Existing storm sewer within the existing TH 52 Frontage Road and 117th Street East will be removed and replaced as necessary for the sanitary sewer installation.

3. RIGHT-OF-WAY/EASEMENT REQUIREMENTS

Much of the proposed sanitary sewer will be constructed within existing TH 52 Frontage Road right-of-way. Temporary construction easements from I-State Truck Center and Swift Transportation Company will be required as will permanent utility and temporary construction easements from Olson Truck Stop. There is no need to acquire additional right-of-way or utility easements along 117th Street East, since the proposed sanitary sewer alignment will be installed within the existing roadway right-of-way. Based on conversations with property owners, we have assumed that all permanent and temporary easements required for the installation of sanitary sewer will be dedicated by the property owners at no cost to the City.

Exhibit 3 in Appendix A further illustrates the easement acquisition required for this project.

4. ESTIMATED COSTS

The estimated costs for the Southern Sanitary Sewer System East Segment Improvements, City Project 2008-11, are detailed below. The estimated project costs include a 10% construction cost contingency and a 28% allowance for indirect costs. Detailed cost estimates are provided in Appendix B.

<u>Proposed Improvement</u>	<u>Estimated Cost</u>
Sanitary Sewer Improvements	\$ 1,126,400
Total Cost	\$ 1,126,400

5. METHOD OF FINANCING

The improvements are proposed to be financed through assessments to the benefiting property owners and potentially other City funds. The following is a summary of the preliminary financing plan for the project.

<u>Financing Source</u>	<u>Amount</u>
Sanitary Sewer Area Assessments	\$ 524,334
<u>Sanitary Sewer Lateral Assessments</u>	<u>\$ 602,066</u>
Total	\$1,126,400

The area assessments are proposed to be levied on a gross property area basis at the City's current standard rate of \$3,215/acre. The lateral assessments are proposed to be levied on a net (less wetlands and storm water ponds serving more than one parcel) property area basis at a calculated rate of \$5,424/acre.

The proposed lateral assessment rate is greater than the \$2,550/acre assessment rate that was calculated for the Southern Sanitary Sewer west segment improvements (City Project 2003-03). If the City wishes to maintain the same lateral assessment rate as for City Project 2003-03, the City would need to contribute \$320,000 in City Sewer Utility funds to finance a portion of the costs for this project.

6. ESTIMATED ASSESSMENTS

Sanitary sewer area and lateral assessments are proposed against benefiting properties for this project. The following is a summary of the proposed methodology for the area and lateral assessments.

A. Sanitary Sewer Assessments

Area Assessments

The City has developed a 2008 standard area assessment of \$3,215 per acre for trunk sanitary sewer improvements. The benefiting area used to determine area assessments for this project is based on gross parcel area for each property. The total benefiting area for this project is 163.09 acres. The proposed area assessments are, therefore, as follows:

Total Benefiting Area 163.09 Acres
Proposed Area Assessment \$ 3,215/Acre

163.09 Acres x \$3,215/Acre = \$ 524,334

Lateral Assessments

The remaining project costs will be paid for by benefiting property owners in the form of sanitary sewer lateral assessments. The benefiting area used to determine lateral assessments for this project is based on the gross area of the

lateral benefiting properties (111.21 acres) minus wetland acreage (0.21 acres) as identified by the National Wetland Inventory (NWI). Since the exact number of unit connections to the proposed sanitary sewer is unknown at this time, the lateral assessments are proposed to be area based. The proposed benefiting area for the lateral assessments is 111.00 acres.

The proposed lateral assessment rate is, therefore, as follows:

Lateral Assessment Rate \$602,066 / 111.00 Acres = \$5,424/Acre

A preliminary assessment roll is included in Appendix C detailing the proposed assessments by individual property.

7. PROJECT SCHEDULE

If the City Council chooses to accept this feasibility report and schedule a public hearing, we recommend the following project schedule:

City Council Accepts Feasibility Study and Calls Public Hearing	March 24, 2008
Public Hearing and City Council Authorizes Final Design	April 14, 2008

If, after receiving input at the public hearing, the City Council elects to proceed with the proposed improvements, the project will be implemented in stages with other improvements in the project area. The northern portion of the improvements will be constructed in conjunction with the Mn/DOT TH 52 Frontage Road improvements in 2009. The southern portion of the improvements will be constructed as a separate City project in 2009.

8. SUMMARY AND RECOMMENDATIONS

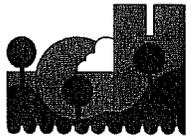
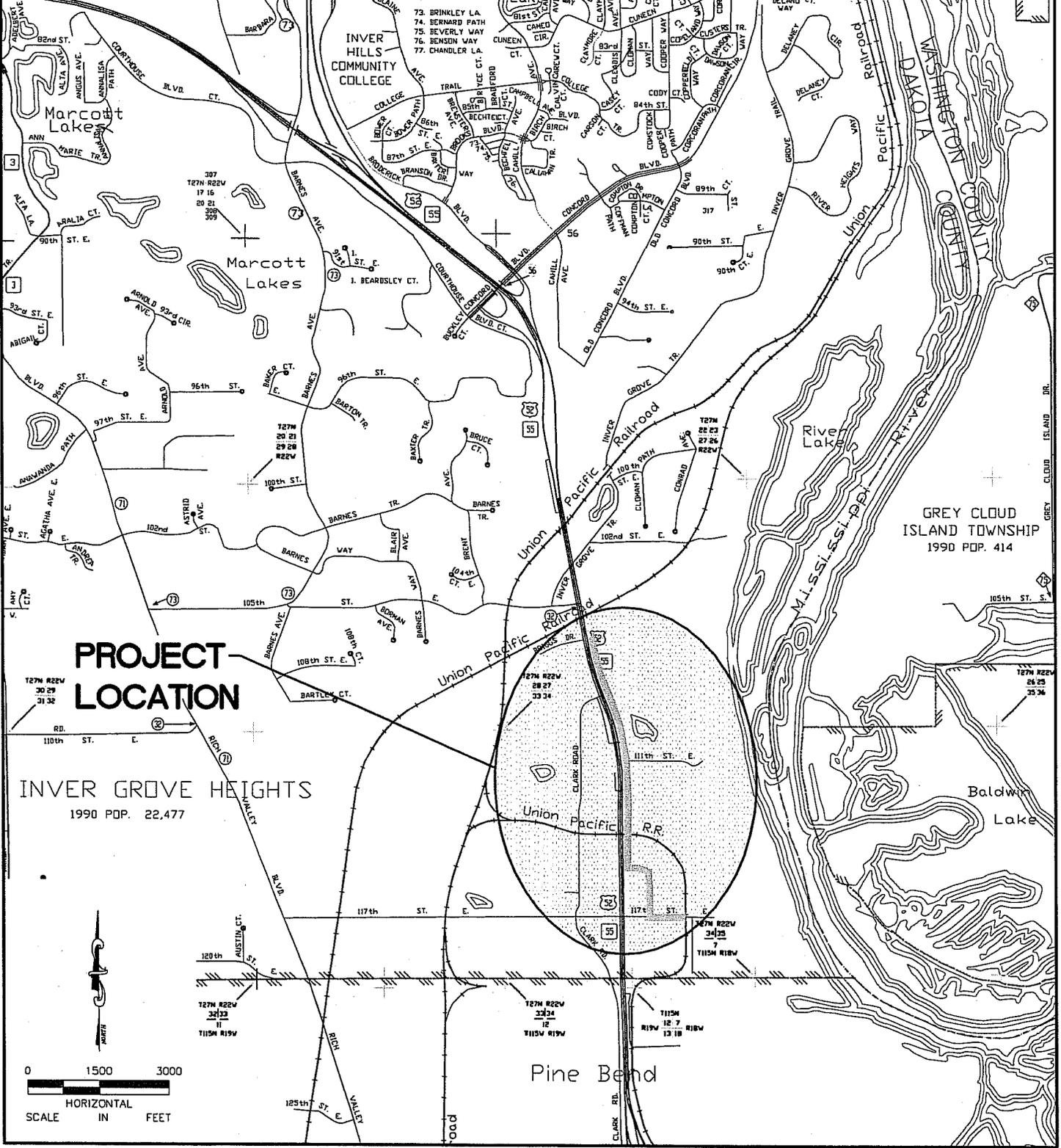
Based upon the analysis completed as a part of this report, the Southern Sanitary Sewer System East Segment Improvements, City Project 2008-11, are feasible, necessary and cost effective. We recommend the following:

- A. The Inver Grove Heights City Council accept this feasibility study and report on March 24, 2008 and order a public hearing to be held on April 14, 2008.
- B. Based upon the outcome of the public hearing, the Council could proceed to order the proposed improvements.

APPENDIX A

EXHIBITS

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City of
Inver Grove Heights
 8150 BARBARA AVENUE
 INVER GROVE HEIGHTS, MN 55077-3412



**Kimley-Horn
 and Associates, Inc.**

2550 UNIVERSITY AVE. WEST, SUITE 345N
 ST. PAUL, MINNESOTA 55114

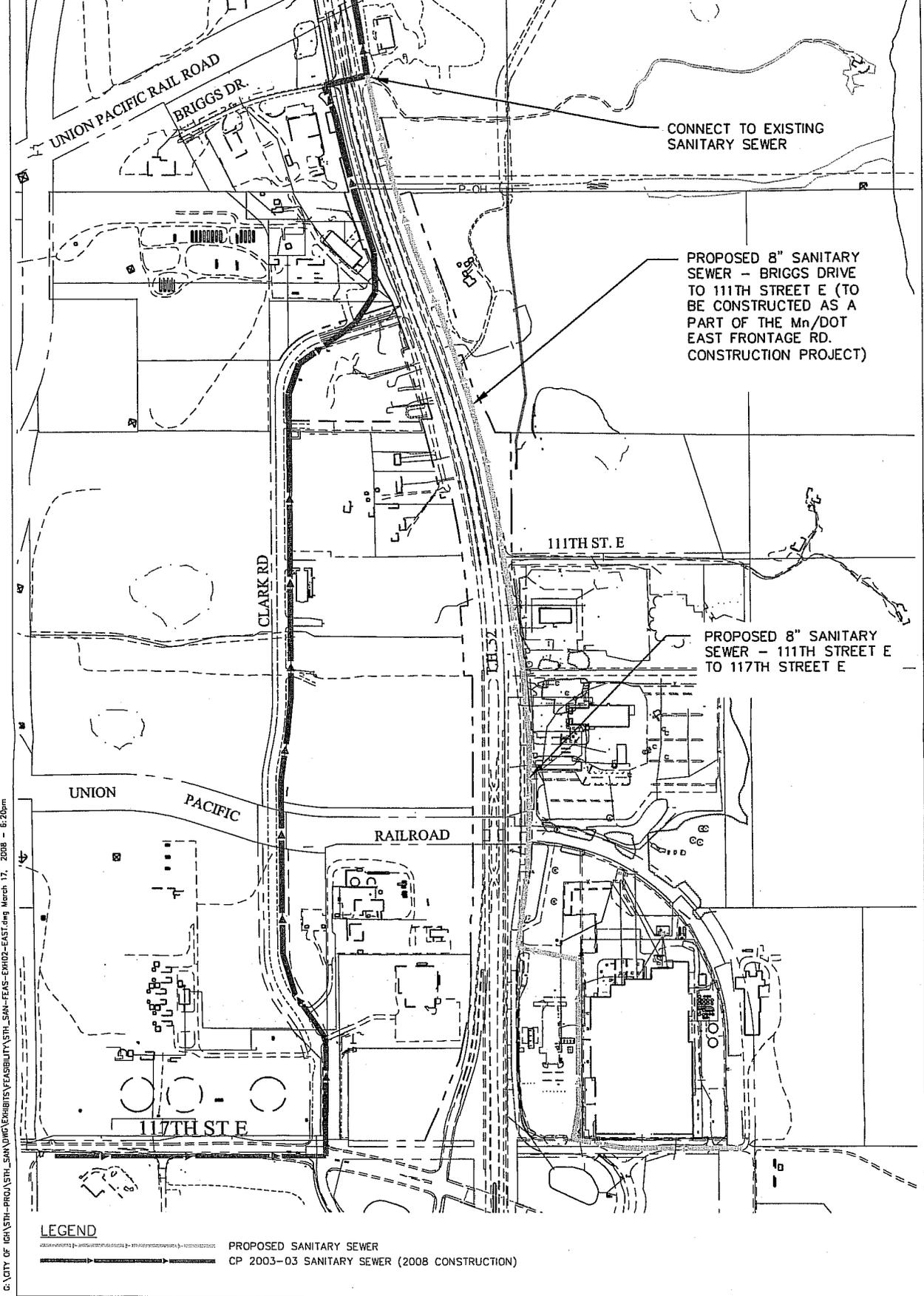
TEL. NO. (651) 645-4197
 FAX. NO. (651) 645-5116

LOCATION MAP

**SOUTHERN SANITARY SEWER SYSTEM
 EAST SEGMENT IMPROVEMENTS**

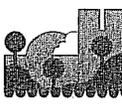
CITY PROJECT 2008-11

EXHIBIT 1

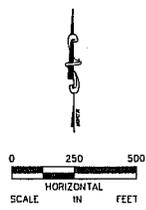


LEGEND
 [Symbol: Dashed line with arrows] PROPOSED SANITARY SEWER
 [Symbol: Solid line with arrows] CP 2003-03 SANITARY SEWER (2008 CONSTRUCTION)

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 City of
 Inver Grove Heights
 8150 BARBARA AVENUE
 INVER GROVE HEIGHTS, MN 55077-3412

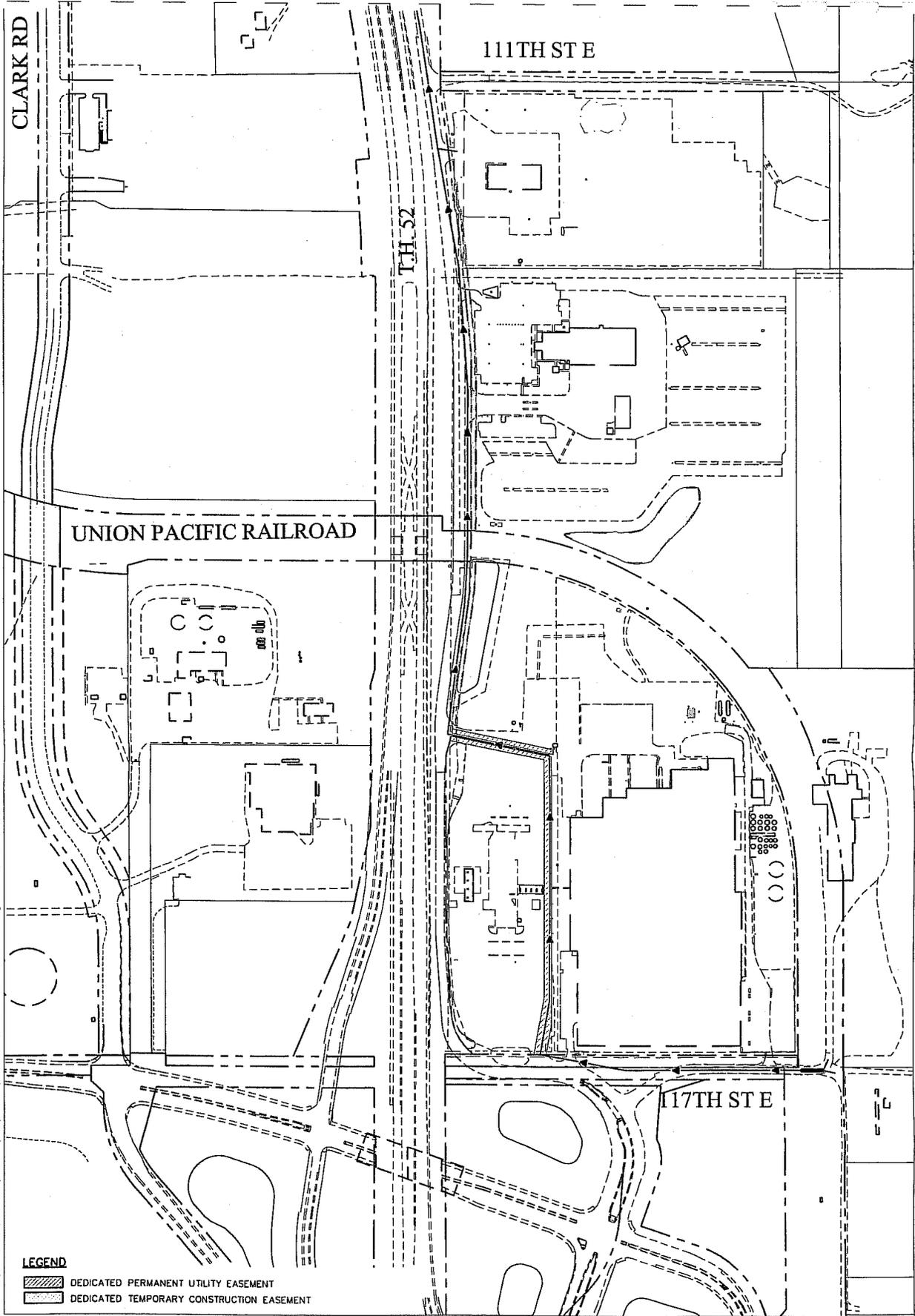

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PROPOSED SANITARY SEWER
 IMPROVEMENTS
 SOUTHERN SANITARY SEWER SYSTEM
 EAST SEGMENT IMPROVEMENTS

CITY PROJECT 2008-11

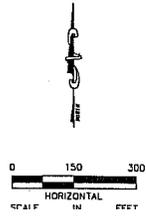
EXHIBIT 2



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City of
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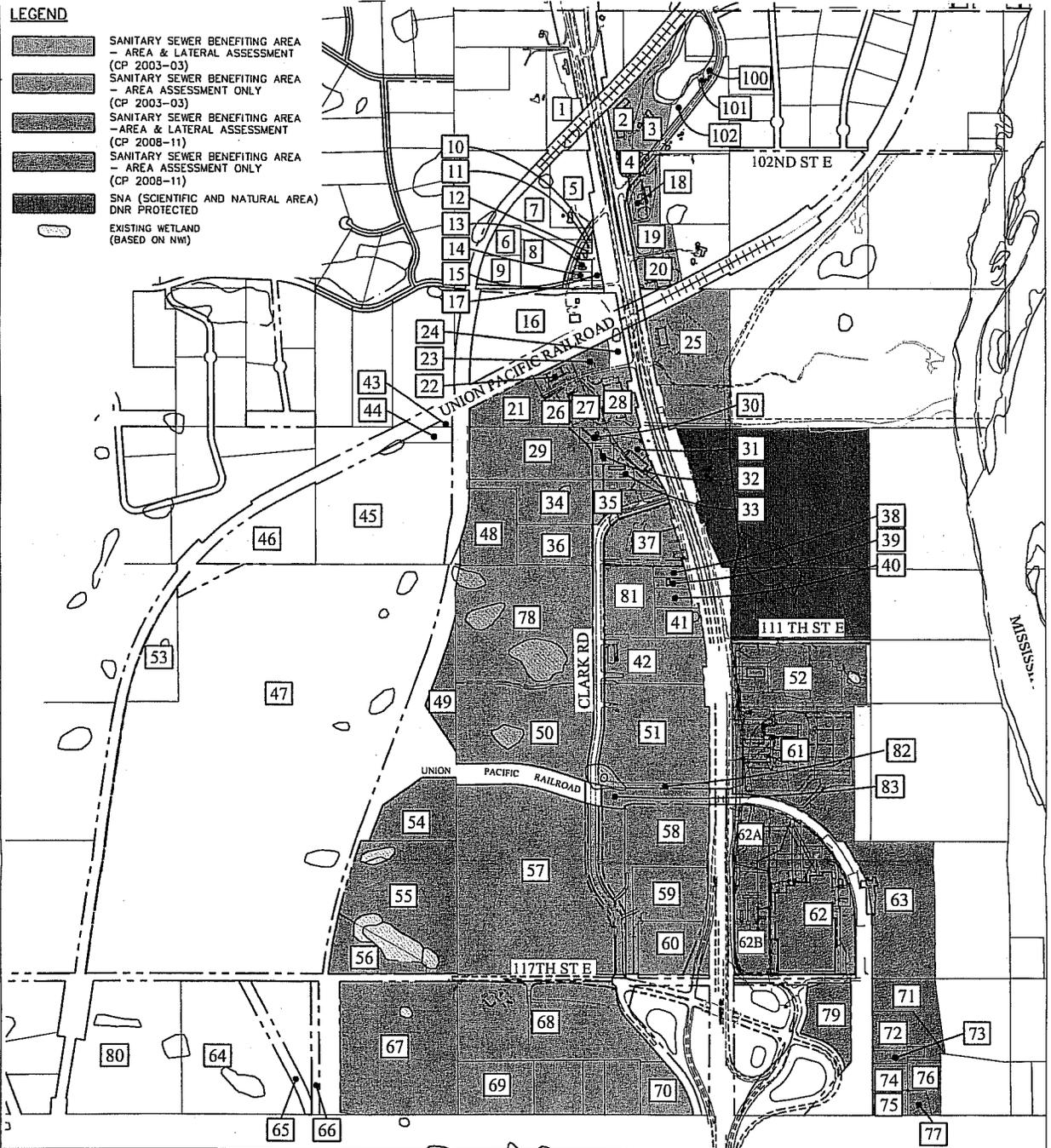
EASEMENT AREA MAP
SOUTHERN SANITARY SEWER SYSTEM
EAST SEGMENT IMPROVEMENTS

CITY PROJECT 2008-11

EXHIBIT 3

LEGEND

- SANITARY SEWER BENEFITING AREA - AREA & LATERAL ASSESSMENT (CP 2003-03)
- SANITARY SEWER BENEFITING AREA - AREA ASSESSMENT ONLY (CP 2003-03)
- SANITARY SEWER BENEFITING AREA - AREA & LATERAL ASSESSMENT (CP 2008-11)
- SANITARY SEWER BENEFITING AREA - AREA ASSESSMENT ONLY (CP 2008-11)
- SNA (SCIENTIFIC AND NATURAL AREA) DNR PROTECTED
- EXISTING WETLAND (BASED ON NWI)



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PARCEL	OWNER	TOTAL ACRES	PARCEL	OWNER	TOTAL ACRES	PARCEL	OWNER	TOTAL ACRES
1	Inver Grove Storage LLC	5.54	30	Enterprise Products Operating LP	1.00	59	LTJ Holdings LLC	7.34
2	William W. Krech	4.21	31	Enterprise Products Operating LP	2.35	60	Kane Real Estate Holdings LLC	8.01
3	Walter E. Krech	3.45	32	Enterprise Products Operating LP	0.90	61	Swift Transportation Co, Inc.	25.81
4	Wilfred W. Krech	1.32	33	Enterprise Products Operating LP	2.10	62	Inver Grove Real Estate Holdings	24.35
5	Kathleen M. Tste Van Schooten	6.31	34	Enterprise Products Operating LP	9.47	62A	Kato Inc.	4.07
6	Harold William Michie	1.95	35	Enterprise Products Operating LP	2.27	62B	Olsen Truck Stop Inc	8.22
7	Marcus A. and Nikki D. Brown	5.39	36	SRW Properties LLC	6.45	63	Land O Lakes Farmland Feed	19.58
8	Robert C. Malcolm	5.31	37	Rodger O. & Sherry A. Espeseth	8.11	64	Pab Enterprises of MN, Inc.	33.59
9	Harold William Michie	2.97	38	Kenneth G. and Shirley Pike	0.76	65	Flint Hills Resources LP	3.24
10	City of Inver Grove Heights	0.16	39	Kenneth G. and Shirley Pike	0.81	66	Pab Enterprises of MN, Inc.	2.22
11	Sunnyside SVCS LLC	0.14	40	Shirley L. Trste Pike	1.53	67	Mid-America Pipeline Co.	33.13
12	Sunnyside SVCS LLC	0.15	41	Alan C. and Sharon I. Sachwitz	3.00	68	Flint Hills Resources LP	39.49
13	David A. Milbo	0.53	42	Gailey Realty & Investment Corp.	9.86	69	Lawrence L. Lenerzt Jr.	6.83
14	David A. Milbo	0.30	43	Northern States Power Company	0.29	70	Flint Hills Resources LP	4.81
15	David A. Milbo	0.55	44	Enterprise Products Operating LP	1.26	71	Flint Hills Resources LP	17.54
16	John Henry Jeffries	17.78	45	Tom H. Trste Connolly	30.53	72	Flint Hills Resources LP	19.11
17	Sunnyside SVCS LLC	1.01	46	Tom H. Trste Connolly	11.88	73	Flint Hills Resources LP	1.29
18	Lewis H. and Karen Scherff	1.00	47	Pine Bend Landfill, Inc.	215.90	74	Flint Hills Resources LP	1.95
19	Lewis H. and Karen Scherff	5.71	48	Tom H. TRSTE Connolly	8.46	75	Flint Hills Resources LP	1.81
20	S & S Automotive Service Corp. Inc.	3.00	49	Pine Bend Landfill, Inc.	4.25	76	Flint Hills Resources LP	2.85
21	Zielsens Holdings LLC	6.03	50	Clark Road Properties LLC	24.04	77	Pab Enterprises of MN, Inc.	1.15
22	Hitching Post Real Estate LLC	1.68	51	Clark Road Properties LLC	22.13	78	Fleetpark LCC	34.41
23	Wilfred W. and Mary C. Krech	1.82	52	I State Inver Grove Heights LLC	16.89	79	Flint Hills Resources LP	6.18
24	Daylan Holding, Inc.	1.13	53	Pine Bend Landfill, Inc.	7.44	80	Pab Enterprises of MN, Inc.	29.18
25	WVKM LLC	20.82	54	Northern States Power Company	9.08	81	Fleetpark LCC	7.31
26	Zielsens Holdings LLC	1.01	55	Pine Bend Landfill, Inc.	25.18	82	Gailey Realty & Investment Corp	1.22
27	Wilfred W. Krech	3.32	56	Pine Bend Landfill, Inc.	7.20	83	Great Northern Branch Railroad	3.82
28	CRS Management LLC	4.54	57	Northern States Power Company	63.98	100	Timothy J. and Marilyn Deleon	0.30
29	Enterprise Products Operating LP	13.11	58	Praxair, Inc.	12.94	101	Timothy J. and Marilyn Deleon	0.15
						102	Walter E. Krech	1.14

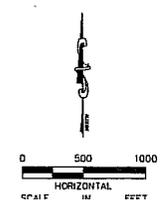
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**PROPERTY OWNERSHIP/SANITARY SEWER
BENEFITING PROPERTY MAP**

**SOUTHERN SANITARY SEWER SYSTEM
EAST SEGMENT IMPROVEMENTS**

CITY PROJECT 2008-11



APPENDIX B
DETAILED COST ESTIMATES

**CITY OF INVER GROVE HEIGHTS
SOUTHERN SANITARY SEWER SYSTEM
EAST SEGMENT IMPROVEMENTS
CITY PROJECT 2008-11**

ESTIMATED COSTS

<u>Item No.</u>	<u>Item</u>	<u>Units</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Amount</u>
1	Mobilization	LS	1	\$ 60,000.00	\$ 60,000
2	Traffic Control	LS	1	\$ 25,000.00	\$ 25,000
3	Seeding, Fertilizer, Mulch and Disk Anchoring	Acre	1	\$ 2,000.00	\$ 2,000
4	Coarse Filter Aggregate Foundation	CY	100	\$ 40.00	\$ 4,000
5	8" Sanitary Sewer - PVC SDR 35 (0-14')	LF	4,400	\$ 27.00	\$ 21,600
6	8" Sanitary Sewer - PVC SDR 26 (14'-24')	LF	3,020	\$ 30.00	\$ 114,000
7	Sanitary Sewer Manhole (48")	Each	21	\$ 2,500.00	\$ 52,500
8	Sanitary Sewer Manhole (48") - Extra Depth (>8')	LF	120	\$ 120.00	\$ 30,000
9	Parking Lot Reconstruction (see attached breakdown)	LS	1	\$ 133,500.00	\$ 133,500
10	117th Street Reconstruction (see attached breakdown)	LS	1	\$ 100,800.00	\$ 100,800
11	TH 52 Frontage Road Reconstruction (see attached breakdown)	LS	1	\$ 176,600.00	\$ 176,600
12	24" Steel Casing (Jacked)	LF	150	\$ 400.00	\$ 60,000
13	Erosion Control	LS	1	\$ 20,000.00	\$ 20,000
	Subtotal				\$ 800,000
	10% Construction Contingency				\$ 80,000
	Total Construction Cost				\$ 880,000
	28% Indirect Cost				\$ 246,400
	Total Estimated Project Cost				\$ 1,126,400

**CITY OF INVER GROVE HEIGHTS
SOUTHERN SANITARY SEWER SYSTEM
EAST SEGMENT IMPROVEMENTS
CITY PROJECT 2008-11**

**TRUCK STOP PARKING LOT RECONSTRUCTION
ESTIMATED COSTS**

<u>Item No.</u>	<u>Item</u>	<u>Units</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Amount</u>
1	Remove Bituminous Pavement	SY	5,800	\$ 2.50	\$ 14,500
2	Remove Curb and Gutter	LF	1,000	\$ 2.50	\$ 2,500
3	Class V Aggregate Base	Ton	3,000	\$ 12.00	\$ 36,000
4	Bituminous Pavement	Ton	1,300	\$ 55.00	\$ 71,500
5	Concrete Curb and Gutter	LF	1,000	\$ 9.00	\$ 9,000
Subtotal					\$ 133,500

**CITY OF INVER GROVE HEIGHTS
SOUTHERN SANITARY SEWER SYSTEM
EAST SEGMENT IMPROVEMENTS
CITY PROJECT 2008-11**

**117TH STREET EAST ROADWAY RECONSTRUCTION
ESTIMATED COSTS**

<u>Item No.</u>	<u>Item</u>	<u>Units</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Amount</u>
1	Remove Bituminous Pavement	SY	3,200	\$ 2.50	\$ 8,000
2	Remove Driveway Apron	SY	150	\$ 3.00	\$ 500
3	Select Granular Borrow	CY	1,100	\$ 12.00	\$ 13,200
4	Class V Aggregate Base	Ton	1,650	\$ 14.00	\$ 23,100
5	Bituminous Pavement	Ton	700	\$ 55.00	\$ 38,500
6	Driveway Reconstruction	Each	1	\$ 5,000.00	\$ 5,000
7	Signing and Striping	LS	1	\$ 2,500.00	\$ 2,500
8	Storm Sewer Replacements	LS	1	\$ 10,000.00	\$ 10,000
	Subtotal				\$ 100,800

**CITY OF INVER GROVE HEIGHTS
SOUTHERN SANITARY SEWER SYSTEM
EAST SEGMENT IMPROVEMENTS
CITY PROJECT 2008-11**

**TH 52 FRONTAGE ROAD RECONSTRUCTION
ESTIMATED COSTS**

<u>Item No.</u>	<u>Item</u>	<u>Units</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Amount</u>
1	Remove Bituminous Pavement	SY	3,000	\$ 2.50	\$ 7,500
2	Remove Curb and Gutter	LF	1,000	\$ 2.50	\$ 2,500
3	Remove Concrete Driveway Apron	SY	450	\$ 3.00	\$ 1,400
4	Select Granular Borrow	CY	1,500	\$ 12.00	\$ 18,000
5	Class V Aggregate Base	Ton	1,600	\$ 14.00	\$ 22,400
6	Bituminous Pavement	Ton	660	\$ 55.00	\$ 36,300
7	Driveway Reconstruction	Each	4	\$ 5,000.00	\$ 20,000
8	Signing and Striping	LS	1	\$ 2,500.00	\$ 2,500
9	Concrete Curb and Gutter	LF	1,000	\$ 9.00	\$ 9,000
10	Storm Sewer Replacements	LS	1	\$ 57,000.00	\$ 57,000
Subtotal					\$ 176,600

APPENDIX C

PRELIMINARY ASSESSMENT ROLL

**CITY OF INVER GROVE HEIGHTS
SOUTHERN SANITARY SEWER SYSTEM
EAST SEGMENT IMPROVEMENTS
CITY PROJECT NO. 2008-11**

PRELIMINARY AREA AND LATERAL ASSESSMENT ROLL

Sanitary Sewer Area Assessment \$ 3,215.00 per Acre
 Sanitary Sewer Lateral Assessment \$ 5,424.00 per Acre
 Total Sanitary Sewer Cost \$ 1,126,400.00

Parcel #	PID #	Owner	Total Parcel Area (Acre)	NWI Area (Acre)	Lateral Benefiting Area (Acre)	Sanitary Sewer Area Assessment	Sanitary Sewer Lateral Assessment	Total Charges
52	20-17050-010-01	Chesley Freightliner Duluth, Inc.	16.89	0.21	16.68	\$54,301.35	\$90,472.32	\$144,773.67
61	20-03400-020-77	Swift Transportation Co, Inc	25.81		25.81	\$82,979.15	\$139,993.44	\$222,972.59
62	20-03400-011-77	Inver Grover Real Estate	36.64		36.64	\$117,797.60	\$198,735.36	\$316,532.96
62A	20-34490-010-00	Kato Inc	4.07		4.07	\$13,085.05	\$22,075.68	\$35,160.73
62B	20-34490-010-01	Olson Truck Stop Inc	8.22		8.22	\$26,427.30	\$44,585.28	\$71,012.58
63	20-03400-030-76	Land O Lakes Farmland Feed	19.58		19.58	\$62,949.70	\$106,201.92	\$169,151.62
71	20-03400-010-79	Koch Refining Co.	17.54			\$56,391.10		\$56,391.10
72	20-03500-010-53	Koch Refining Co.	19.11			\$61,438.65		\$61,438.65
73	20-03400-040-79	Koch Refining Co.	1.29			\$4,147.35		\$4,147.35
74	20-03400-050-79	Koch Refining Co.	1.95			\$6,269.25		\$6,269.25
75	20-03400-060-79	Koch Refining Co.	1.81			\$5,819.15		\$5,819.15
76	20-03400-030-79	Koch Refining Co.	2.85			\$9,162.75		\$9,162.75
77	20-03400-070-79	Pab Enterprises of MN, Inc.	1.15			\$3,697.25		\$3,697.25
79	20-03400-011-78	Koch Refining Co.	6.18			\$19,868.70		\$19,868.70
Totals			163.09	0.21	111.00	\$524,334.35	\$602,064.00	\$1,126,400.00

* Assessment Roll assumes no City contribution.

**CITY OF INVER GROVE HEIGHTS
SOUTHERN SANITARY SEWER SYSTEM
EAST SEGMENT IMPROVEMENTS
CITY PROJECT NO. 2008-11**

PRELIMINARY AREA AND LATERAL ASSESSMENT ROLL

Sanitary Sewer Area Assessment \$ 3,215.00 per Acre Total Sanitary Sewer Cost \$1,126,400.00
 Sanitary Sewer Lateral Assessment \$ 2,550.00 per Acre

Parcel #	PID #	Owner	Total Parcel Area (Acre)	NWI Area (Acre)	Lateral Benefiting Area (Acre)	Sanitary Sewer Area Assessment	Sanitary Sewer Lateral Assessment	Total Charges
52	20-17050-010-01	Chesley Freightliner Duliuth, Inc.	16.89	0.21	16.88	\$54,301.35	\$42,534.00	\$96,835.35
61	20-03400-020-77	Swift Transportation Co, Inc	25.81		25.81	\$82,979.15	\$65,815.50	\$148,794.65
62	20-03400-011-77	Inver Grover Real Estate	36.64		36.64	\$117,797.60	\$93,432.00	\$211,229.60
62A	20-34490-010-00	Kato Inc	4.07		4.07	\$13,085.05	\$10,378.50	\$23,463.55
62B	20-34490-010-01	Olson Truck Stop Inc	8.22		8.22	\$26,427.30	\$20,961.00	\$47,388.30
63	20-03400-030-76	Land O Lakes Farmland Feed	19.58		19.58	\$62,949.70	\$49,929.00	\$112,878.70
71	20-03400-010-79	Koch Refining Co.	17.54			\$56,391.10		\$56,391.10
72	20-03500-010-53	Koch Refining Co.	19.11			\$61,438.65		\$61,438.65
73	20-03400-040-79	Koch Refining Co.	1.29			\$4,147.35		\$4,147.35
74	20-03400-050-79	Koch Refining Co.	1.95			\$6,269.25		\$6,269.25
75	20-03400-060-79	Koch Refining Co.	1.81			\$5,819.15		\$5,819.15
76	20-03400-030-79	Koch Refining Co.	2.85			\$9,162.75		\$9,162.75
77	20-03400-070-79	Pab Enterprises of MN, Inc.	1.15			\$3,697.25		\$3,697.25
79	20-03400-011-78	Koch Refining Co.	6.18			\$19,868.70		\$19,868.70
Totals			163.09	0.21	111.00	\$524,334.35	\$283,050.00	\$807,400.00

* Assessment Roll assumes the City will contribute \$320,000 in order for sanitary sewer lateral assessment rate to equal preliminary lateral assessment rate for C.P. 2003-03.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider a Resolution Authorizing the City of Inver Grove Heights to Enter into an Agreement with Dakota County for Engineering, Right-of-Way Acquisition, and Highway Construction for County Project No. 56-07, Reconstruction of County State Aid Highway 56 (Concord Boulevard) from 66th Street to the North City Limits of Inver Grove Heights (City Project No. 2001-12)

Meeting Date: March 24, 2008
Item Type: Regular
Contact: Scott D. Thureen, 651-450-2572
Prepared by: Scott D. Thureen, City Engineer
Reviewed by: *SDT*

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

PURPOSE/ACTION REQUESTED

Consider a resolution authorizing the City of Inver Grove Heights to enter into an agreement with Dakota County for engineering, right-of-way acquisition, and highway construction for County Project No. 56-07, reconstruction of Concord Boulevard, from 66th Street to the north City limits of Inver Grove Heights (City Project No. 2001-12).

This is the third, and final, phase of the Concord Boulevard turnback project. The first phase, located entirely in South St. Paul, is complete. The second phase, located between Corcoran Path and 66th Street East, will be constructed in 2008 and 2009. The third phase, from 66th Street East to Chestnut Street in South St. Paul, is scheduled to be constructed in 2009. Dakota County has scheduled an open house on April 29, 2008 at the South St. Paul airport to present project information.

An agreement between Dakota County and Inver Grove Heights has been prepared by the County which identifies the responsibilities and cost splits between the two agencies. Most of the costs of the project are paid by Mn/DOT turnback funds. There are some costs, not covered by these funds, that will be split between the County and the City as per adopted policies. City staff and the City Attorney have reviewed the agreement and we recommend approval of the resolution which authorizes the City to execute the agreement.

SDT/kf
Attachment: Resolution Agreement

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE CITY OF INVER GROVE HEIGHTS TO ENTER INTO AN AGREEMENT WITH DAKOTA COUNTY FOR ENGINEERING, RIGHT-OF-WAY ACQUISITION AND HIGHWAY CONSTRUCTION FOR CSAH 56 (CONCORD BOULEVARD) FROM 66TH STREET IN THE CITY OF INVER GROVE HEIGHTS, TO THE CORPORATE BOUNDARY WITH THE CITY OF SOUTH ST. PAUL

~~WHEREAS, Dakota County has received Mn/DOT turnback funds for the reconstruction of CSAH 56 (Concord Boulevard), and~~

WHEREAS, the third phase of the project is between 66th Street East in Inver Grove Heights and the corporate boundary with South St. Paul.

WHEREAS, an agreement has been prepared which addresses the cost split and the responsibilities for the two governmental agencies.

NOW, THEREFORE, BE IT RESOLVED, that the City of Inver Grove Heights enter into an agreement for engineering, right-of-way acquisition, and highway construction for CSAH 56 (Concord Boulevard) between 66th Street East and the corporate boundary with South St. Paul – City Project No. 2001-12, Dakota County Project No. 56-07.

BE IT FURTHER RESOLVED that the proper City officers be and hereby are authorized to execute such agreement, and thereby assume for and on behalf of the City all of the contractual obligations contained therein.

Approved by the City Council of Inver Grove Heights this 24th day of March 2008.

AYES:

NAYS:

George Tourville, Mayor

ATTEST:

Melissa Rheume, Deputy Clerk

JOINT POWERS AGREEMENT

DAKOTA COUNTY

DEPARTMENT OF TRANSPORTATION

**AGREEMENT FOR
ENGINEERING, RIGHT OF WAY ACQUISITION,
AND HIGHWAY CONSTRUCTION**

BETWEEN

THE COUNTY OF DAKOTA

AND

THE CITY OF INVER GROVE HEIGHTS

FOR

COUNTY PROJECT NO. 56-07

FOR THE

Reconstruction of County State Aid Highway 56 (Concord Boulevard) from 66th Street to the north city limits in Inver Grove Heights, Dakota County.

THIS AGREEMENT, made and entered into by and between the County of Dakota, referred to in this Agreement as "the County"; and the City of Inver Grove Heights, referred to in this Agreement as "the City"; and witnesses the following:

WHEREAS, under Minnesota Statutes Section 471.59, subd. 1, two or more governmental units may enter into an agreement to cooperatively exercise any power common to the contracting parties, and one of the participating governmental units may exercise one of its powers on behalf of the other governmental units; and

WHEREAS, it is considered mutually desirable to reconstruct CSAH 56 (Concord Boulevard) from 66th Street to the north city limits in Inver Grove Heights; and

WHEREAS, Minnesota Department of Transportation (MnDOT) County Turnback Account funding has been programmed which will cover most of the costs for the reconstruction of CSAH 56; and

WHEREAS, the County and the City have included this project in their Capital Improvement Programs and will jointly participate in the costs of said engineering, construction, and right of way acquisition after applying MnDOT County Turnback Account funds.

NOW, THEREFORE, it is agreed that the County and the City will share project responsibilities; and after deducting MnDOT County Turnback funding, jointly participate in the remaining project costs associated with engineering, highway construction, and related activities as described in the following sections:

1. Engineering. Engineering and contract administration costs for the roadway construction which are not fully paid for out of the MnDOT County Turnback Account shall be split based on the County's and City's share of the final construction costs.

2. Roadway Construction Items. After deducting MnDOT County Turnback Account funding, the remaining construction costs of the following items shall be shared in the amount of 55% by the County and 45% by the City:
 - a.) Clearing and grubbing;
 - b.) Removal and salvage;
 - c.) Grading, Base, and Surfacing;
 - d.) Curb and gutter;
 - e.) Retaining walls;
 - f.) Turf establishment;
 - g.) Pavement markings and signing;
 - h.) Mobilization, field office and laboratory, and traffic control;
 - i.) Sidewalks and bikeways;
 - j.) Mitigation required by state and federal permits;
 - k.) Storm sewer and other drainage facilities eligible for County State Aid funding based on contributing flows;
 - l.) Replacing and restoring fences, landscaping, and driveways;
 - m.) Reconstructing or adjusting sanitary sewer, storm sewer and detention ponds, watermains and appurtenances due to roadway construction;
 - n.) Relocating or adjusting privately owned utilities when not performed at the expense of the utility;

- o.) The County's share of water pollution control best management practices, based on contributing flows, meeting National Urban Runoff Protection (NURP) standards; and
- p.) Incidental items related to construction that are not specifically listed above.

3. Aesthetic Elements. Aesthetic elements for the project include landscaping, plantings, decorative pavements, or surface treatments. The County will participate up to 50% of the cost of aesthetic elements up to a maximum amount of three percent of the County's share of highway construction costs. Highway construction costs are determined prior to deducting MnDOT County Turnback Account funding, but exclude costs for items such as right of way, storm sewer, utilities, and ponding. The City shall be responsible for 50% of the costs of all aesthetic elements and 100% of the costs that exceed the County's maximum participation for aesthetic elements and shall be responsible for the maintenance of all aesthetic elements.

4. City Utilities. Except as stated in Sections 1, 2, & 3 of this agreement and after deducting MnDOT County Turnback Account funding, the City shall pay all other costs for new storm sewer, storm water ponding and other drainage facilities, sanitary sewer, watermains and appurtenances, and roadway lighting constructed as part of this project. Further, the City shall be responsible for maintenance of all such facilities after the completion of the project.

5. Right-of-Way. The County will acquire all permanent and temporary highway right of way, including relocations, and will acquire all right of way for sidewalk and trail construction, wetland damage mitigation and banking, drainage and ponding, and water

pollution control best management practices for the project in a manner consistent with applicable state laws and rules. After deducting County Turnback Account funding, the remaining reasonable costs of acquiring highway right of way, including right of way for drainage inlets and outlets, shall be shared in the amount of 55% by the County and 45% by the City. The City shall not be responsible for the cost to acquire right of way beyond the limits determined by the Minnesota Department of Transportation Office of State Aid to be necessary for this Project, unless specifically authorized by the City prior to acquisition. Upon completion of the project, the ownership of the drainage and ponding easements shall be transferred to the City. Any right of way costs for new sanitary sewer, water mains and appurtenances, and aesthetic elements outside of the right of way needed for the highway improvements shall be the responsibility of the City.

6. Plans and Specifications. The County has a design contract with WSB & Associates, Inc. to prepare complete grading, paving, and drainage plans and specifications for the reconstruction of CSAH 56, consistent with State Aid design standards and the Dakota County Transportation Plan. The City shall be the lead agency for the preparation of plans and specifications for new sanitary sewer, water mains and services, decorative street lighting, and other municipal facilities. The County will incorporate the City's utility plan sheets and specifications into the final bid documents. The City and the County shall approve the plans and specifications prior to advertising for bids. The County Board will award the contract for construction to the lowest responsive and responsible bidder in accordance with state law.

7. Payment. The County will administer the construction contract and act as the paying agent for the costs of acquiring the required highway right of way, and for all payments to the Contractor. Payments to the Contractor will be made as the Project work

progresses and when certified by the County Engineer. The County, in turn, will bill the City for the City's share of the project costs. Upon presentation of an itemized claim by one agency to the other, the receiving agency shall reimburse the invoicing agency for its share of the costs incurred under this Agreement within 30 days from the presentation of the claim. If any portion of an itemized claim is questioned by the receiving agency, the remainder of the claim shall be promptly paid, and accompanied by a written explanation of the amounts in question. Payment of any amounts in dispute will be made following good faith negotiation and documentation of actual costs incurred in carrying out the work.

8. Change Orders and Supplemental Agreements. Any change orders or supplemental agreements that affect the project cost participation must be approved by both parties prior to execution of work.
9. Final completion. Final completion of the construction project must be approved by both the County and the City.
10. Storm Sewer Maintenance. Upon acceptance of the project, the City shall be responsible for storm sewer maintenance.
11. Sidewalks and Bike Trails. Upon acceptance of the project, the City shall be responsible for sidewalk and trail maintenance, except that portion which is designated as a Regional Trail.
12. Pavement Maintenance. Upon acceptance of the project by the City and County, the County shall be responsible for all pavement maintenance within County right of way unless necessitated by a failure of a municipal utility system or installation of new facilities.

13. Subsequent Excavation. After completion of the project, and after expiration of the warranty period regarding repair, if excavation within the highway right of way is necessary to repair or install water, sewer, or other city utilities, the City shall apply for a permit from the County and shall be responsible to restore the excavated area and road surface to its original condition at the time of disturbance. If the City fails to have the highway properly restored, the County Engineer may have the work done and the City shall pay for the work within 30 days following receipt of a written claim by the County.

14. Rules and Regulations. The County and the City shall abide by Minnesota Department of Transportation standard specifications, rules and contract administration procedures.

15. Indemnification. The County agrees to defend, indemnify, and hold harmless the City against any and all claims, liability, loss, damage, or expense arising under the provisions of this Agreement and caused by or resulting from negligent acts or omissions of the County and/or those of County employees or agents. The City agrees to defend, indemnify, and hold harmless the County against any and all claims, liability, loss, damage, or expense arising under the provisions of this Agreement for which the City is responsible, including future operation and maintenance of facilities owned by the City and caused by or resulting from negligent acts or omissions of the City and/or those of City employees or agents. All parties to this agreement recognize that liability for any claims arising under this agreement are subject to the provisions of the Minnesota Municipal Tort Claims Law; Minnesota Statutes, Chapter 466. In the event of any claims or actions filed against either party, nothing in this agreement shall be construed to allow a claimant to obtain separate judgments or separate liability caps from the individual parties.

16. Waiver. Any and all persons engaged in the work to be performed by the County shall not be considered employees of the City for any purpose, including Worker's Compensation, or any and all claims that may or might arise out of said employment context on behalf of said employees while so engaged. Any and all claims made by any third party as a consequence of any act or omission on the part of said County employees while so engaged on any of the work contemplated herein shall not be the obligation or responsibility of the City. The opposite situation shall also apply: the County shall not be responsible under the Worker's Compensation Act for any employees of the City.

17. Audits. Pursuant to Minnesota Statutes Sec 16 C. 05, Subd. 5, any books, records, documents, and accounting procedures and practices of the City and the County relevant to the Agreement are subject to examination by the County or the City and either the Legislative Auditor or the State Auditor as appropriate. The City and County agree to maintain these records for a period of six years from the date of performance of all services covered under this agreement.

18. Integration and Continuing Effect. The entire and integrated agreement of the parties contained in this Agreement shall supersede all prior negotiations, representations or agreements between the City and the County regarding the project; whether written or oral. All agreements for future maintenance or cost responsibilities shall survive and continue in full force and effect after completion of the roadway construction provided for in this Agreement.

19. Authorized Representatives. The County's authorized representative for the purpose of the administration of this Agreement is Mark Krebsbach, Dakota County Engineer, 14955 Galaxie Avenue, 3rd Floor, Apple Valley, MN 55124-8579, phone (952)

891-7100, or his successor. The City's authorized representative for the purpose of the administration of this Agreement is Scott Thureen, Inver Grove Heights Engineer, 8150 Barbara Avenue, Inver Grove Heights, MN 55077-3412, phone (651) 450-2572, or his successor. All notices or communications required or permitted by this Agreement shall be either hand delivered or mailed by certified mail, return receipt requested, to the above addresses. Either party may change its address by written notice to the other party. Mailed notice shall be deemed complete two business days after the date of mailing.

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IN WITNESS THEREOF, the parties have caused this agreement to be executed by their duly authorized officials.

CITY OF INVER GROVE HEIGHTS

RECOMMENDED FOR APPROVAL:

Public Works Director

By _____
Mayor

APPROVED AS TO FORM:

(SEAL)

City Attorney

By _____
City clerk

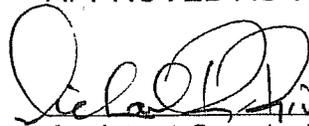
Date _____

DAKOTA COUNTY

RECOMMENDED FOR APPROVAL:

County Engineer

APPROVED AS TO FORM:

 1/23/08
Assistant County Attorney

By: _____
Physical Development Director

COUNTY BOARD RESOLUTION:

No: 07-554 Date: 11/27/07

Date: _____

**BOARD OF COUNTY COMMISSIONERS
DAKOTA COUNTY, MINNESOTA**

November 27, 2007
Motion by Commissioner Krause

Resolution No. 07-554
Second by Commissioner Egan

**Authorization To Execute Agreements With The Cities Of Inver Grove Heights
And South St. Paul For Improvements To County State Aid Highway 56 (CP 56-07)**

WHEREAS, Dakota County is the lead agency for improvements to County State Aid Highway (CSAH) 56 (Concord Boulevard/Concord Street) from Corcoran Path in Inver Grove Heights to the Interstate 494 north ramps in South St. Paul; and

WHEREAS, the improvements to CSAH 56 consist of 3 separate projects, CP 56-04, 56-06 and 56-07; and

WHEREAS, agreements with the Cities of Inver Grove Heights and South St. Paul are in place for 56-04 and 56-06; and

WHEREAS, CP 56-07 is the reconstruction of CSAH 56 from north of 66th Street to south of Dale Place in Inver Grove Heights and South St. Paul; and

WHEREAS, the proposed 2008-2012 Transportation Capital Improvement Program (CIP) budget includes \$6,450,000 for CP 56-07; and

WHEREAS, CP 56-07 will be funded mainly from state turnback funding; and

WHEREAS, Dakota County and the Cities of Inver Grove Heights and South St. Paul need to enter into agreements for engineering, right of way acquisition, and construction costs not covered by turnback funding to proceed with CP 56-07.

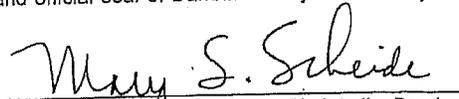
NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Physical Development Director to execute agreements with the Cities of Inver Grove Heights and South St. Paul for CP 56-07, subject to approval by the County Attorney's Office as to form.

STATE OF MINNESOTA
County of Dakota

	YES		NO
Harris	<u> X </u>	Harris	<u> </u>
Gaylord	<u> X </u>	Gaylord	<u> </u>
Egan	<u> X </u>	Egan	<u> </u>
Schouweiler	<u> X </u>	Schouweiler	<u> </u>
Turner	<u> X </u>	Turner	<u> </u>
Krause	<u> X </u>	Krause	<u> </u>
Branning	<u> X </u>	Branning	<u> </u>

I, Mary S. Schelde, Clerk to the Board of the County of Dakota, State of Minnesota, do hereby certify that I have compared the foregoing copy of a resolution with the original minutes of the proceedings of the Board of County Commissioners, Dakota County, Minnesota, at their session held on the 27th day of November 2007, now on file in the County Administration Department, and have found the same to be a true and correct copy thereof.

Witness my hand and official seal of Dakota County this 29th day of November 2007.


 Clerk to the Board

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

ATTORNEYS AT LAW

71

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

MEMO

TO: Inver Grove Heights Mayor and Councilmembers
FROM: Timothy J. Kuntz, City Attorney
DATE: March 20, 2008
RE: First Reading of An Ordinance Relating To the Administration and Regulation of Public Rights-of-Way In the Public Interest, and To Provide For the Issuance and Regulation of Right-of-Way Permits For Right-of-Way Users; Adding Section 810 To the Inver Grove Heights City Code

Section 1. Background. In addition to the issues involving Qwest and Xcel Energy, Special Counsel James Strommen was asked to review the City's policies and ordinances concerning the City's right-of-ways. James Strommen was asked to make recommendations.

In the past, the City has regulated right-of-ways through the franchise ordinances and through Section 805 of the City Code (which deals with street excavation). Attorney Strommen recommends that the City strengthen and expand its regulatory powers over the City right-of-ways. The Planning and Public Works Departments and my office concur. The franchises allow the City by exercise of its police power to impose regulations and restrictions for the utilities to use the right-of-way. The statutes and Public Utility Commission rules also enable the City to exercise its police power over the streets and utilities easements.

Section 2. Right-of-Way Ordinance. Attorney Strommen has drafted the attached Ordinance. The Council will consider the first reading on March 24, 2008.

The Ordinance requires each utility to register with the City and obtain a permit for any work in the right-of-way. The management rights of the City as detailed in the Ordinance follow the management rights suggested by the League of Minnesota Cities in the League's Model Right-of-Way Ordinance.

The attached Ordinance also addresses the issue of undergrounding utilities. With respect to new construction, the Ordinance requires that the utilities be underground; these utilities would typically be in new subdivisions. The Public Works Department reports that for at least the last 10 years the practice in the City has been that the developers place the utilities underground in

both urban and rural plats. The Ordinance creates a number of guidelines by which the Council could determine to allow utilities for new construction above-ground. Such reasons would include impracticality or excessive cost.

With respect to replacement, relocation or reconstruction, the Ordinance allows the Council to require undergrounding but does not mandate undergrounding unless the Council so decides. This gives the Council the latitude to examine the financial implications on a project by project basis.

It is expected that Jim Strommen will be present at the second reading (April 14) to answer questions.

The Council is asked to move forward with the first reading.

TJK:mes

Attachment

ORDINANCE NO. _____,

AN ORDINANCE RELATING TO THE ADMINISTRATION
AND REGULATION OF PUBLIC RIGHTS-OF-WAY IN THE
PUBLIC INTEREST, AND TO PROVIDE FOR THE
ISSUANCE AND REGULATION OF RIGHT-OF-WAY PERMITS
GOVERNING RIGHT-OF-WAY USERS PROVIDING UTILITY SERVICE;
ADDING SECTION 810 TO THE INVER GROVE HEIGHTS CITY CODE

THE CITY COUNCIL OF THE CITY OF INVER GROVE HEIGHTS, MINNESOTA
ORDAINS:

Section 1. The Inver Grove Heights City Code is amended to add Section 810 to read as follows:

Section 810 - RIGHT-OF-WAY MANAGEMENT

810.01 Findings, Purpose, and Intent.

To provide for the health, safety and welfare of its citizens, and to ensure the integrity of its streets and the appropriate use of the rights-of-way, the City strives to keep its rights-of-way in a state of good repair and free from unnecessary encumbrances.

Accordingly, the City enacts this new Section of this code relating to right-of-way permits and administration. This Section imposes reasonable regulation on the placement and maintenance of facilities and equipment currently within the City's rights-of-way or to be placed therein at some future time. It is intended to complement the regulatory roles of state and federal agencies. Under this Section, persons excavating and obstructing the rights-of-way will bear financial responsibility for their work through the recovery of out-of-pocket and projected costs from persons using the public rights-of-way.

This Section shall be interpreted consistently with 1997 Session Laws, Chapter 123, substantially codified in Minnesota Statutes Sections 237.16, 237.162, 237.163, 237.79, 237.81, and 238.086 (the "Act") and the other laws governing applicable rights of the City and users of the right-of-way. This Section shall also be interpreted consistent with Minnesota Rules 7819.0050 – 7819.9950 where possible. To the extent that any provision of this Section cannot be interpreted consistently with the Minnesota Rules, the interpretation most consistent with the Act and other applicable statutory and case law is intended.

810.02 Election to Manage the Public Rights-of-Way.

Pursuant to the authority granted to the City under state and federal statutory, administrative and common law, the City elects pursuant to Minnesota Statutes, section 237.163 subdivision 2(b), to manage rights-of-way within its jurisdiction.

810.03 **Definitions.** The following definitions apply in this Section of this code. References to “subdivisions” are unless otherwise specified references to subdivisions in this Section.

Subd. 1. “Abandoned Facility” means a facility no longer in service or physically disconnected from a portion of the operating facility, or from any other facility, that is in use or still carries service. A facility is not abandoned unless declared so by the right-of-way user.

Subd. 2. “Applicant” means any person requesting permission to excavate or obstruct a right-of-way.

Subd. 3. “City” means the City of Inver Grove Heights, Minnesota. For purposes of Section 810.29, City means its elected officials, officers, employees and agents.

Subd. 4. “Commission” means the Minnesota Public Utilities Commission.

Subd. 5. “Congested Right-of-Way” means a crowded condition in the subsurface of the public right-of-way that occurs when the maximum lateral spacing between existing underground facilities does not allow for construction of new underground facilities without using hand digging to expose the existing lateral facilities in conformance with Minnesota Statutes, section 216D.04, subdivision 3, over a continuous length in excess of 500 feet.

Subd. 6. “Construction Performance Bond” means any of the following forms of security provided at permittee’s option:

- A. Individual project bond, including a “license and permit” bond;
- B. Cash deposit;
- C. Security of a form listed or approved under Minnesota Statutes, section 15.73, subdivision 2;
- D. Letter of Credit, in a form acceptable to the City;
- E. Self-insurance, in a form acceptable to the City;
- F. A blanket bond for projects within the City, or other form of construction bond, for a time specified and in a form acceptable to the City.

Subd. 7. “Degradation” means a decrease in the useful life of the right-of-way caused by excavation in or disturbance of the right-of-way, resulting in the need to reconstruct such right-of-way earlier than would be required if the excavation or disturbance did not occur.

Subd. 8. “Degradation Cost” subject to Minnesota Rules 7819.1100 means the cost to achieve a level of restoration as determined by the City at the time the permit is issued, not to exceed the maximum restoration shown in plates 1 to 13, set forth in Minnesota Rules parts 7819.9900 to 7819.9950.

Subd. 9. “Degradation Fee” means the estimated fee established at the time of permitting by the City to recover costs associated with the decrease in the useful life of the right-of-way caused by the excavation, and which equals the degradation cost.

Subd. 10. “Department Inspector” means any person authorized by the City to carry out inspections related to the provisions of this Section.

Subd. 11. “Director” means the Director of Public Works of the City, or her or his designee.

Subd. 12. “Delay Penalty” is the penalty imposed as a result of unreasonable delays in right-of-way excavation, obstruction, patching, or restoration as established by permit.

Subd. 13. “Emergency” means a condition that (1) poses a danger to life or health, or of a significant loss of property; or (2) requires immediate repair or replacement of facilities in order to restore service to a customer.

Subd. 14. “Equipment” means any tangible asset used to install, repair, or maintain facilities in any right-of-way.

Subd. 15. “Excavate” means to dig into or in any way remove or physically disturb or penetrate any part of a right-of-way.

Subd. 16. “Facility or Facilities” means tangible asset in the public right-of-way required to provide utility service.

Subd. 17. “High Density Corridor” means a designated portion of the public right-of-way within which telecommunications right-of-way users having multiple and competing facilities may be required to build and install facilities in a common conduit system or other common structure.

Subd. 18. “Hole” means an excavation in the right-of-way, with the excavation having a length less than the width of the pavement or adjacent pavement.

Subd. 19. “Local Representative” means a local person or persons, or designee of such person or persons, authorized by a registrant to accept service and to make decisions for that registrant regarding all matters within the scope of this Section.

Subd. 20. “Management Costs” means the actual costs the City incurs in managing its rights-of-way, including such costs, if incurred, as those associated with registering applicants; issuing, processing, and verifying right-of-way permit applications; inspecting job sites and restoration projects; maintaining, supporting, protecting, or moving user facilities during right-of-way work; determining the adequacy of right-of-way restoration; restoring work inadequately performed, mapping of “as built” location of facilities located in the right-of-way; and revoking right-of-way permits and performing all other tasks required by this section, including other costs the City may incur in managing matters described in this Section. Management costs do not include payment by a telecommunications right-of-way User for the use of the right-of-way, the fees and cost of litigation relating to the interpretation of Minnesota Session Laws 1997, chapter 123; Minnesota Statutes, sections 237.162 or 237.163 or any

ordinance enacted under those sections, or the City fees and costs related to appeals taken pursuant to Section 810.31.

Subd. 21. “Obstruct” means to place any tangible object in a right-of-way so as to hinder free and open passage over that or any part of the right-of-way.

Subd. 22. “Obstruction Permit” means the permit which, pursuant to this Section, must be obtained before a person may obstruct a right-of-way, allowing the holder to hinder free and open passage over the specified portion of that right-of-way, for the duration specified therein, including a blanket permit for a period of time and for types of work specified by the Director, if deemed appropriate in his discretion.

Subd. 23. “Obstruction Permit Fee” means money paid to the City by a permittee to cover the costs as provided in Section 810.12.

Subd. 24. “Patch or Patching” means a method of pavement replacement that is temporary in nature. A patch consists of (1) the compaction of the subbase and aggregate base, and (2) the replacement, in kind, of the existing pavement for a minimum of two feet beyond the edges of the excavation in all directions.

Subd. 25. “Pavement” means any type of improved surface that is within the public right-of-way and that is paved or otherwise constructed with paver blocks, bituminous, concrete, aggregate, or gravel.

Subd. 26. “Permit” has the meaning given “right-of-way permit” in Minnesota Statutes, section 237.162.

Subd. 27. “Permittee” means any person to whom a permit to excavate or obstruct a right-of-way has been granted by the City under this Section.

Subd. 28. “Person” means an individual or entity subject to the laws and rules of this state, however organized, whether public or private, whether domestic or foreign, whether for profit or nonprofit, and whether natural, corporate, or political.

Subd. 29. “Public right-of-way” has the meaning given it in Minnesota Statutes, section 237.162, subdivision 3.

Subd. 30. “Registrant” means any person who (1) has or seeks to have its equipment or facilities located in any right-of-way, or (2) in any way occupies or uses, or seeks to occupy or use, the right-of-way or place its facilities or equipment in the right-of-way

Subd. 31. “Restore or Restoration” means the process by which an excavated right-of-way and surrounding area, including pavement and foundation, is returned to the same condition and life expectancy that existed before excavation.

Subd. 32. “Right-of-Way Permit” means either the utility permit or the obstruction permit, or both, depending on the context, required by this Section.

Subd. 33. “Right-of-Way User” means (1) a telecommunications right-of-way user as defined by Minnesota Statutes, section 237.162, subdivision 4; or (2) a person owning or controlling a facility in the right-of-way that is used or intended to be used for providing utility service, and who has a right under law, franchise, or ordinance to use the public right-of-way.

Subd. 34. “Service Lateral” means an underground facility that is used to transmit, distribute, or furnish gas, electricity, communications, or water from a common source to an end-use customer. A service lateral is also an underground facility that is used in the removal of wastewater from a customer’s premises.

Subd. 35. “Service or Utility Service” means and includes (1) those services provided by a public utility as defined in Minnesota Statutes 216B.02, subdivisions 4 and 6; (2) services of a telecommunications right-of-way user, including transporting of voice or data information; (3) services of a cable communications system as defined in Minnesota Statutes, chapter. 238.02, subdivision 3; (4) natural gas or electric energy or telecommunications services provided by the city; (5) services provided by a cooperative electric association organized under Minnesota Statutes, Chapter 308A; and (6) water, sewer, including service laterals, steam, cooling or heating services.

Subd. 36. “Supplementary Application” means an application made to excavate or obstruct more of the right-of-way than allowed in, or to extend, a permit that had already been issued.

Subd. 37. “Temporary Surface” means the compaction of subbase and aggregate base and replacement, in kind, of the existing pavement only to the edges of the excavation.

Subd. 38. “Trench” means an excavation in the right-of-way, with the excavation having a length equal to or greater than the width of the pavement or adjacent pavement.

Subd. 39 “Telecommunication right-of-way User” means a person owning or controlling a facility in the right-of-way, or seeking to own or control a Facility in the right-of-way, that is used or is intended to be used for transporting telecommunication or other voice or data information. For purposes of this Section, a cable communication system defined and regulated under Minn. Stat. Chap. 238, and telecommunication activities related to providing natural gas or electric energy services whether provided by a public utility as defined in Minnesota Statutes, section. 216B.02, a municipality, a municipal gas or power agency organized under Minnesota Statutes, chapters. 453 and 453A, or a cooperative electric association organized under Minnesota Statutes, chapter 308A, are not telecommunications right-of-way users.

Subd. 40. “Utility permit” means the permit which, pursuant to this Section, must be obtained before a person may excavate in a right-of-way. A Utility permit allows the holder to excavate that part of the right-of-way described in such permit.

Subd. 41. “Utility permit fee” means money paid to the City by an applicant to cover the costs as provided in Section 810.12.

810.04 Administration.

The Director is the principal City official responsible for the administration of the rights-of-way, right-of-way permits, and the ordinances related thereto. The Director may delegate any or all of the duties hereunder.

810.05 Utility Coordination Committee.

The City may create an advisory utility coordination committee. Participation on the committee is voluntary. It will be composed of any registrants that wish to assist the City in obtaining information and by making recommendations regarding use of the right-of-way, and to improve the process of performing construction work therein. The City may determine the size of such committee and shall appoint members from a list of registrants that have expressed a desire to assist the City.

810.06 Registration and Right-of-Way Occupancy.

Subd. 1. Registration. Each person who occupies, uses, or seeks to occupy or use, the right-of-way or place any equipment or facilities in or on the right-of-way, including persons with installation and maintenance responsibilities by lease, sublease or assignment, must register with the City. Registration will consist of providing application information and paying a registration fee. Registration shall be renewed annually.

Subd. 2. Registration Prior to Work. No person may construct, install, repair, remove, relocate, or perform any other work on, or use any facilities or any part thereof in any right-of-way without first being registered with the City.

Subd. 3. Exceptions. Nothing in this Section shall be construed to repeal or amend the provisions of a City ordinance establishing the rights of and limitations placed on persons to plant or maintain boulevard plantings or gardens in the area of the right-of-way between their property and the street curb. Persons carrying out or requesting the following work shall not be deemed to use or occupy the right-of-way within the meaning of this Section, and shall not be governed by this Section. Such persons are or may be governed by other City Code sections, including but not limited to, those noted below.

- A. Persons planting or maintaining vegetation in the boulevard, Sections 800, 805 and 1500.
- B. Persons installing driveways, sidewalks, curb and gutter, or parking lots, Section 515.90 subd. 22 and 805.
- C. Persons erecting fences over drainage or utility easements, Subsection 515.90 subd. 20 and Section 805.

- D. Persons engaged in snow removal activities, Section 800.
- E. Persons installing street furnishings, mail boxes, bus stop benches and shelters, Subsection 515.90 subd. 46.
- F. Persons installing vending machines, Section 800.
- G. Persons installing irrigation systems Section 800.
- H. Persons installing pet containment systems, Section 800.
- I. Persons installing water or sewer service lines, Section 805.

Subd. 4. Gopher One Call Nothing herein relieves a person from complying with the provisions of the Minnesota Statutes, chapter 216D, Gopher One Call Law.

810.07 Registration Information.

Subd. 1 Information Required. The registrant shall provide the following at the time of registration and shall promptly notify the City of changes in such information:

- A. Registrant's name, address, telephone number, facsimile number and Gopher One-Call registration certificate number if required by State law.
- B. Name, address, telephone number, email address, and facsimile number of the person responsible for fulfilling the obligations of the registrant.
- C. A Certificate of Insurance from a company licensed to do business in the State of Minnesota providing coverage in the following amounts:

GENERAL LIABILITY: Public Liability, including premises, products and complete operations.

Bodily Injury Liability	\$1,000,000 each person \$3,000,000 each occurrence
Property Damage Liability	\$3,000,000 each occurrence
Bodily Injury and Property Damage Combined	\$3,000,000 single limit

COMPREHENSIVE: Automobile Liability Insurance, including owned, non-owned and hired vehicles.

Bodily Injury Liability	\$1,000,000 each person
Property Damage Liability	\$3,000,000 each occurrence
In lieu of 1) and 2) Bodily Injury and	

Property Damage combined

\$3,000,000 single limit

Such certificate shall verify that the registrant is insured against claims for personal injury, including death, as well as claims for property damage arising out of the (i) use and occupancy of the right-of-way by the registrant, its officers, agents, employees and permittees, and (ii) placement and use of equipment or facilities in the right-of-way by the registrant, its officers, agents, employees and permittees, including but not limited to, protection against liability arising from completed operations, damage of underground equipment and collapse of property. Such certificate shall also name the City as an additional insured as to whom the coverages required herein are in force and applicable and for whom defense will be provided as to all such coverages. Such certificate shall require that the Director be notified 30 days prior to cancellation of the policy.

- D. 24 hour emergency number.
- E. An acknowledgement by the registrant of the indemnification pursuant to Section 810.29.
- F. Such other information the Director may require.

Subd. 2. Notice of Changes. The registrant shall keep all of the information listed above current at all times by providing to the City information as to changes within fifteen (15) days following the date on which the registrant has knowledge of any change.

810.08 Reporting Obligations.

Subd. 1. Operations. If requested by Director, each registrant shall, at the time of registration and by December 1 of each year, file a construction and major maintenance plan for underground facilities with the City. Such plan shall be submitted using a format designated by the City and shall contain the information determined by the City to be necessary to facilitate the coordination and reduction in the frequency of excavations and obstructions of rights-of-way.

The plan shall include, but not be limited to, the locations and the estimated beginning and ending dates of all projects to be commenced during the next calendar year.

Subd. 2. Additional Next-Year Projects. Notwithstanding the foregoing, the City will not deny an application for a right-of-way permit for failure to include a project in a plan submitted to the City if the registrant has used commercially reasonable efforts to anticipate and plan for the project.

810.09 Permit Requirements.

Subd. 1. Permit Required. Except as otherwise provided in this code, no right-of-way user may obstruct or excavate any right-of-way without first having obtained the appropriate right-of-way permit from the City to do so.

- A. **Utility Permit.** A utility permit is required by a registrant to excavate that part of the right-of-way described in such permit and to hinder free and open passage over the specified portion of the right-of-way by placing facilities described therein, to the extent and for the duration specified therein.
- B. **Obstruction Permit.** An obstruction permit is required by a registrant to hinder free and open passage over the specified portion of the right-of-way by placing equipment described therein on the right-of-way, to the extent and for the duration specified therein. An obstruction permit is not required if a person already possesses a valid utility permit for the same project.
- C. **Other Permits.** Other permits may be required for persons in accordance with the City Code.
- D. **Overhead Facilities.** Permits for installation, repair or other work on above-ground facilities within the meaning of Minn. Stat. § 237.163, subd. 6(b)(4) will be obstruction permits, notwithstanding the need for excavation, provided the excavation is augered or hand dug for the purpose of placing a pole type structure.
- E. **Security.** A Construction Performance Bond in an amount determined by the Director shall be required from each applicant. A surety bond shall be from a corporate surety authorized to do business in the State. Security required pursuant to this subdivision shall require that the holder will perform the work in accordance with this Section and applicable permits, and regulations, will pay to the City any costs incurred by the City in performing work pursuant to this Section; and will indemnify and save the City and its officers, agents and employees harmless pursuant to the City Code. The Construction Performance Bond shall be released by the City upon completion of the work and compliance with all conditions imposed by the permit. For permits allowing excavations within public right-of-way, the Construction Performance Bond shall be held for a period of 24 months to guaranty the adequacy of all restoration work.

Subd. 2. Permit Extensions. No person may excavate or obstruct the right-of-way beyond the date or dates specified in the permit unless (i) such person makes a supplementary application for another right-of-way permit before the expiration of the initial permit, or requests a verbal extension, and (ii) a new permit or permit extension is granted. Verbal extensions may be granted by the Director for a period no greater than forty-eight (48) hours or for emergencies.

Subd. 3. Diligence in Performing Work; Delay Penalty. Work shall progress in an expeditious manner as permitted by weather conditions until completion in order to avoid unnecessary inconvenience. In the event that the work is not performed in accordance with applicable regulations, excavations and utility connections, or the work is not done in an

expeditious manner, or is abandoned without due cause, the City may, after 72 hour notice to the permit holder, correct and fill the excavation or repair the street. The entire cost of such work shall be paid by the permit holder upon demand made by the City. In accordance with Minnesota Rule 7819.1000 subp. 3, the City shall establish and impose a delay penalty for unreasonable delays in right-of-way excavation, obstruction, patching, or restoration. The delay penalty shall be established from time to time by City council resolution. A delay penalty will not be imposed for delays due to force majeure, including inclement weather, civil strife, acts of God, or other circumstances beyond the control of the applicant.

Subd. 4. Permit Display. Permits issued under this Section shall be conspicuously displayed or otherwise available at all times at the indicated work site and shall be available for inspection by the City.

Subd. 5. Routine Obstruction and Excavation. Routine excavations and obstructions are permitted without separate notice and separate compensation for such projects. Projects that do not involve excavation of paved surface and that last less than a continuous eight hour period in duration between 7 a.m. and 7 p.m. Monday through Friday, excluding holidays, may, in the Director's discretion, be considered Routine Obstruction and Excavation and include by way of example, switching, replacing fuses, replacing transformers, placing line guards, animal protection, leak surveys, anode installations and inspections, or to repair facilities due to public damage or accident.

810.10 Permit Applications.

Subd. 1. Content of Permit. Application for a permit is made to the City. Right-of-way permit applications shall contain, and will be considered complete only upon compliance with the requirements of the following provisions:

- A. Registration with the City pursuant to this Section;
- B. Submission of a completed permit application form as provided by the City, including all required attachments, and 5 copies of scaled drawings showing the location and area of the proposed project and the location of all known existing and proposed facilities owned or operated by the applicant. Plans must include scaled dimensions indicating the proposed location of the facility within the right-of-way and scaled dimensions of the facility from an existing physical topographic feature (such as "back of curb", "edge of bituminous road"). Plans must also show all existing physical topographic features (trees, shrubs, culverts, driveways, fences, street signs) that lie within 10 feet of the proposed facility location.
- C. Scaled drawings showing the location of any public streets, alleys, sidewalks, or trails that will be disrupted by the work.

- D. Scaled drawings showing the location of any public streets, alleys, sidewalks, or trails that will be temporarily closed to traffic or obstructed by the work.
- E. A description of methods to be used for restoration of streets or boulevards.
- F. Payment of money due the City for:
 - 1. permit fees, estimated restoration costs and other management costs;
 - 2. prior obstructions or excavations;
 - 3. any undisputed loss, damage, or expense suffered by the City because of applicant's prior excavations or obstructions of the rights-of-way or any emergency actions taken by the City;
- G. Payment of disputed amounts due the City by posting security or depositing in an escrow account an amount equal to at least 100% of the amount owing. Scaled drawings showing the location
- H. Posting an additional or larger construction performance bond for additional facilities when applicant requests a utility permit to install additional facilities and the City deems the existing construction performance bond inadequate under applicable standards.

810.11 Issuance of Permit; Conditions.

Subd. 1. Permit Issuance. If the applicant has satisfied the requirements of this Section, the City shall issue a permit within ten (10) business days of receiving a completed application. If the City issues a permit under this Section 810, the Applicant shall not be required to obtain a permit for the same work under Section 805 of the City Code.

Subd. 2. Conditions. The City may impose reasonable conditions upon the issuance of the permit and the performance of the applicant thereunder to protect the health, safety and welfare or when necessary to protect the right-of-way and its current use. The Permittee shall comply with all conditions contained in the permit.

Subd. 3. Notice of Work. Upon request by the Director, the Permittee shall notify in writing in a form approved by the Director all residents specified by the Director whose property is adjacent to the right-of-way where the proposed work is to be done indicating start and completion dates. Written notification is not required for Routine Obstruction and Excavation projects described in Section 810.09, Subd. 5.

810.12 Permit Fees.

Subd. 1. Fee Schedule and Fee Allocation. The City's permit fee schedule shall be available to the public and established in advance where reasonably possible. The permit fees shall be designed to recover the City's actual costs incurred in managing the right-of-way and shall be based on an allocation among all users of the right-of-way, including the City.

Subd. 2. Utility Permit Fee. The City shall establish a utility permit fee in an amount sufficient to recover the following costs:

- A. City management costs.
- B. Degradation costs, if applicable.

Subd. 3. Obstruction Permit Fee. The City shall establish the obstruction permit fee and shall be in an amount sufficient to recover the City management costs.

Subd. 4. Payment of Permit Fees. No utility permit or obstruction permit shall be issued without payment of excavation or obstruction permit fees.

Subd. 5. Non Refundable. Permit fees that were paid for a permit that the City has revoked for a breach as stated in Section 810.22 are not refundable.

Subd. 6. Application to Franchises. Unless otherwise agreed to in a franchise, management costs may be charged separately from and in addition to the franchise fees imposed on a right-of-way user in the franchise.

810.13 Right-of-Way Patching and Restoration.

Subd. 1. Timing. The work to be done under the utility permit, and the patching and restoration of the right-of-way as required herein, must be completed within the dates specified in the permit, increased by as many days as work could not be done because of circumstances beyond the control of the permittee or when work was prohibited as unseasonal or unreasonable under Section 810.16, subd. 2 or if the permittee is granted a new permit.

Subd. 2. Patch and Restoration. Permittee must patch its own work. The City may choose either to have the permittee restore the surface and subgrading portions of right-of-way or to restore the surface portion of right-of-way itself.

- A. **Permittee Restoration.** If the permittee restores the right-of-way itself, it shall at the time of application for an utility permit post a construction performance bond in accordance with the provisions of Section 810.09, subd. 1E. and Minnesota Rules 7819.3000.
- B. **City Restoration.** If the City restores the surface portion of right-of-way, permittee shall pay the costs thereof within thirty (30) days of billing. If, following such Restoration, the pavement settles or otherwise fails for

reasons not caused by City's failure to properly restore, the permittee shall pay to the City, within thirty (30) days of billing, all costs associated with correcting the defective work.

- C. **Degradation fee in Lieu of Restoration.** In lieu of right-of-way restoration, a right-of-way user may elect to pay a degradation fee. However, the right-of-way user shall remain responsible for replacing and compacting the subgrade and aggregate based material in the excavation and the degradation fee shall not include the cost to accomplish these responsibilities.

Subd. 3. Standards. The permittee shall perform patching and restoration according to the standards and with the materials specified by the City and shall comply with Minnesota Rule 7819.1100. In exercising authority over restoration, the Director shall be guided by the following standards and considerations:

- A. The number, size, depth and duration of the excavations, disruptions or damage to the right-of-way.
- B. The traffic volume carried by the right-of-way; the character of the neighborhood surrounding the right-of-way.
- C. The pre-excavation condition of the right-of-way; the remaining life expectancy of the right-of-way affected by the excavation.
- D. Whether the relative cost of the method of restoration to the permit holder is in reasonable balance with the prevention of an accelerated depreciation of the right-of-way that would otherwise result from the exaction, disturbance or damage to the right-of-way; and
- E. The likelihood that the particular method of restoration would be effective in slowing the depreciation of the right-of-way that would otherwise take place.

Subd. 4. Duty to Correct Defects. The permittee shall correct defects in patching, or restoration performed by permittee or its agents. Upon notification from the City, permittee shall correct all restoration work to the extent necessary, using the method required by the City. Unless otherwise agreed to by the Director, said work shall be commenced within two (2) days of receipt of the notice from the City and shall be completed within fourteen (14) days of commencement of work, not including days during which work cannot be done because of circumstances constituting force majeure or days when work is prohibited as unseasonal or unreasonable under Section 810.16, subd. 2.

Subd. 5. Failure to Restore. If the permittee fails to restore the right-of-way in the manner and to the condition required by the City, or fails to satisfactorily and timely complete all restoration required by the City, the City shall notify the permittee in writing of the specific alleged failure or failures and shall allow the permittee five (5) days from receipt of said written

notice to cure said failure or failures, unless otherwise extended by the Director. In the event the permittee fails to cure, the City may at its option perform the necessary work and permittee shall pay to the City, within thirty (30) days of billing, the cost of restoring the right-of-way. If permittee fails to pay as required, the City, in addition to other remedies provided by law, may exercise its rights under the construction performance bond.

810.14 Joint and Individual Applications.

Subd. 1. Joint Trenching. Director may require registrants to jointly apply for permits to excavate or obstruct the right-of-way at the same place and time.

Subd. 2. Fees. The registrant who applies for a joint utility permit shall pay the required permit fee.

810.15 Supplementary Applications.

Subd. 1. Limitation on Area. A right-of-way permit is valid only for the area of the right-of-way specified in the permit. No permittee may do any work outside the area specified in the permit, except as provided herein. Any permittee which determines that an area greater than that specified in the permit must be obstructed or excavated must before working in that greater area (i) make application for a permit extension and pay any additional fees required thereby, and (ii) be granted a new permit or permit extension.

Subd. 2. Limitation on Dates. A right-of-way permit is valid only for the dates specified in the permit. No permittee may begin its work before the permit start date or, except as provided herein, continue working after the end date. Except in the case of verbal extensions, if a permittee does not finish the work by the permit end date, it must apply for a new permit for the additional time it needs, and receive the new permit or an extension of the old permit before working after the end date of the previous permit. This supplementary application must be submitted before the permit end date.

810.16 Other Obligations.

Subd. 1. Compliance With Other Laws. Obtaining a right-of-way permit does not relieve permittee of its duty to obtain all other necessary permits, licenses, and authority and to pay all fees required by the City or other applicable rule, law or regulation. A permittee shall comply with all requirements of local, state and federal laws, including but not limited to Minnesota Statutes, Section 216D.01-.09 (Gopher One Call Excavation Notice System), and Minnesota Rules Chapter 7560. A permittee shall perform all work in conformance with all applicable codes and established rules and regulations, and is responsible for all work done in the right-of-way pursuant to its permit, regardless of who does the work.

Subd. 2. Prohibited Work. Except in an emergency, or with the approval of the City, no right-of-way obstruction or excavation may be done when seasonally prohibited or when conditions are unreasonable for such work.

Subd. 3. Interference with Right-of-Way. A permittee shall not so obstruct a right-of-way that the natural free and clear passage of water through the gutters or other waterways shall be interfered with, unless otherwise approved by the Director. Private vehicles of those doing work in the right-of-way may not be parked within or next to a permit area, unless parked in conformance with City parking regulations. The loading or unloading of trucks must be done solely within the defined permit area unless specifically authorized by the permit.

Subd. 4. Traffic Control. A permittee shall implement traffic control measures in the area of the work and shall use traffic control procedures in accordance with the most recent manuals on uniform traffic control, traffic control devices and traffic zone layouts published by the State of Minnesota.

Subd. 5. Trenchless Excavation. As a condition of all applicable permits, permittees employing trenchless excavation methods, including but not limited to Horizontal Directional Drilling, shall follow all requirements set forth in Minnesota Statutes, Chapter 216D and Minnesota Rules Chapter 7560, and shall require potholing or open cutting over existing underground utilities before excavating as determined by the director.

810.17 Denial of Permit.

The City may deny a permit for failure to meet the requirements and conditions of this Section or if the City determines that the denial is necessary to protect the health, safety, and welfare or when necessary to protect the right-of-way and its current use or for the following specific violations.

- A. Failure to register pursuant to Section 810.06.
- B. A proposed excavation within a street or sidewalk surface that has been constructed or reconstructed within the preceding seven years, unless the Director determines that no other locations are feasible or when necessitated by emergency.
- C. The applicant is subject to revocation of a prior permit issued pursuant to this Section.
- D. The proposed schedule for the work would conflict or interfere with and exhibition, celebration, festival or any other similar event.
- E. The right-of-way would become unduly congested due to the proposed facilities and equipment when combined with other uses in the right-of-way as provided in Section 810.25, subd. 3.
- F. Businesses or residences in the vicinity will be unreasonably disrupted.
- G. The applicant failed to meet a reasonable schedule to participate in a mandated joint trench operation with other applicants, and the additional

work will unreasonably disrupt the restored right-of-way, businesses or residences.

- H. The proposed schedule conflicts with scheduled reconstruction of the right-of-way.

810.18 Installation Requirements.

The excavation, backfilling, patching and restoration, and all other work performed in the right-of-way shall be done in conformance with Minnesota Rules 7819.1100, 7819.5000 and other applicable local requirements, in so far as they are not inconsistent with the Minnesota Statutes sections 237.162 and 237.163. Installation of service laterals shall be performed in accordance with Minnesota Rules Chapter 7560 and these ordinances. Service lateral installation is further subject to those requirements and conditions set forth by the city in the applicable permits and/or agreements referenced in Section 810.23, subd. 2.

810.19 Inspection.

Subd. 1. Site Inspection. Permittee shall make the work-site available to the City and to all others as authorized by law for inspection at all reasonable times during the execution of and upon completion of the work.

Subd. 2. Authority of Director.

- A. At the time of inspection the Director may order the immediate cessation of any work which poses a serious threat to the life, health, safety or well-being of the public.
- B. The Director may issue an order to the permittee to correct any work that does not conform to the terms of the permit or other applicable standards, conditions, or code. If the work failure is a “substantial breach” within the meaning of Minn. Stat. § 237.163 subd. 4(c), the order shall state that failure to correct the violation will be cause for revocation of the permit after a specified period determined by the Director. The permittee shall present proof to the Director that the violation has been corrected within the time period set forth by the Director in the order. Such proof shall be provided no later than the next business day following the day of completion. If such proof has not been presented within the required time, the Director may revoke the permit pursuant to Section 810.22.

Subd. 3. Standards During Construction or Installation. The permit holder shall comply with the following standards when engaging in the work:

- A. Observe and comply with all laws, rules and regulations of the State.

- B. Conduct the operation and perform the work in a manner as to ensure the least obstruction and interference to traffic.
- C. Take adequate precautions to ensure the safety of the general public and those who require access to abutting property.
- D. If required by the Director, notify adjoining property owners prior to the commencement of work which may disrupt the use of and access to such adjoining properties.
- E. In all cases where construction work interferes with the normal use of the construction area, provide for closing the construction area to traffic or to afford restricted use of the area and comply with MUTCD traffic safety signing requirements.
- F. Exercise precaution at all times for the protection of persons, including employees and property.
- G. Protect and identify excavations and work operations with barricade flags, and if required, by flagmen in the daytime, and by warning lights at night.
- H. Provide proper trench protection as required by O.S.H.A when necessary and depending upon the type of soil, in order to prevent cave-ins endangering life or tending to enlarge the excavation.
- I. Protect the root growth of trees and shrubbery.
- J. Installation of pipe (utility conductors) under concrete, or bituminous pavements shall be done by jacking, auguring or tunneling as directed by the Director unless otherwise authorized.
- K. All backfilling must be placed in six-inch layers at optimum moisture and compacted with the objective of attaining 100 percent of standard proctor density. Compaction shall be accomplished with hand, pneumatic or vibrating compacters as appropriate.
- L. No metal-tracked or other lugged equipment is allowed to be driven on the public right-of-way.

810.20 Work Done Without a Permit.

Subd. 1. Emergency Situations. Each registrant shall immediately notify the Director of any event regarding its facilities that it considers to be an emergency. The registrant may proceed to take whatever actions are necessary to respond to the emergency. Excavators' notification to Gopher State One Call regarding an emergency situation does not fulfill this requirement. Within two (2) business days after the occurrence of the emergency, the registrant

shall apply for the necessary permits, pay the fees associated therewith, and fulfill the rest of the requirements necessary to bring itself into compliance with this chapter for the actions it took in response to the emergency.

If the City becomes aware of an emergency regarding a registrant's facilities, the City will attempt to contact the local representative of each registrant affected, or potentially affected, by the emergency. In any event, the City may take whatever action it deems necessary to respond to the emergency, the cost of which shall be borne by the registrant whose facilities occasioned the emergency.

Subd. 2. Non-Emergency Situations. Except in an emergency, any person who, without first having obtained the necessary permit, obstructs or excavates a right-of-way must subsequently obtain a permit, and, as a penalty, pay double the normal fee for said permit, pay double all the other fees required by the city code, deposit with the City the fees necessary to correct any damage to the right-of-way, and comply with all of the requirements of this chapter.

810.21 Supplementary Notification.

If the obstruction or excavation of the right-of-way begins later or ends sooner than the date given on the permit, permittee shall notify the City by Supplementary Application of the accurate information as soon as this information is known.

810.22 Revocation of Permits.

Subd. 1. Substantial Breach. The City reserves its right to revoke any right-of-way permit, without a fee refund, if there is a substantial breach of the terms and conditions of any statute, ordinance, rule or regulation, or any material condition of the permit. A substantial breach by permittee shall include, but shall not be limited to, the following:

- A. The violation of any material provision of the right-of-way permit;
- B. An evasion or attempt to evade any material provision of the right-of-way permit, or the perpetration or attempt to perpetrate any fraud or deceit upon the City or its citizens;
- C. Any material misrepresentation of fact in the application for a right-of-way permit;
- D. The failure to complete the work in a timely manner; unless a permit extension is obtained or unless the failure to complete work is due to reasons beyond the permittee's control; or
- E. The failure to correct, in a timely manner, work that does not conform to a condition indicated on a written notice issued pursuant to Section 810.13 subd. 5.

Subd. 2. Written Notice of Breach. If the City determines that the permittee has committed a substantial breach of a term or condition of any statute, ordinance, rule, regulation or any condition of the permit the City shall make a written demand upon the permittee to remedy such violation. The demand shall state that continued violations may be cause for revocation of the permit. A substantial breach, as stated above, will allow the City to place additional or revised conditions on the permit to mitigate and remedy the breach.

Subd. 3. Response to Notice of Breach. Within a time established by the Director following permittee's receipt of notification of the breach, permittee shall provide the City with a plan to cure the breach, acceptable to the City. Permittee's failure to submit a timely and acceptable plan, or permittee's failure to timely implement the approved plan, shall be cause for immediate revocation of the permit.

Subd. 4. Reimbursement of City costs. If a permit is revoked, the permittee shall also reimburse the City for the City's reasonable costs, including Restoration costs and the costs of collection and reasonable attorneys' fees incurred in connection with such revocation.

810.23 Mapping Data.

Subd. 1. Information Required. Each registrant and permittee shall provide mapping information required by the City in accordance with Minnesota Rules 7819.4000 and 7819.4100. Within ninety (90) days following completion of any work pursuant to a permit, the permittee shall provide the director accurate maps and drawings certifying the "as-built" location of all equipment installed, owed, and maintained by the permittee. Such maps and drawings shall include the horizontal and vertical location of all facilities and equipment and shall be provided consistent with the City's electronic mapping system, when practical or as a condition imposed by the director. Failure to provide maps and drawings pursuant tot his subsection shall be grounds for revoking the permit holder's registration.

Subd. 2. Service Laterals. All permits issued for the installation or repair of service laterals, other than minor repairs as defined in Minnesota Rules 7560.0150 subpart 2 shall require the permittee's use of appropriate means of establishing the horizontal locations of installed service laterals, and the service lateral vertical locations in those cases where the director reasonably requires it. Permittees or their subcontractors shall submit to the director evidence satisfactory to the director of the installed service lateral locations. Compliance with this subdivision 2 and with applicable Gopher State One Call law and Minnesota Rules governing service laterals install after December 31, 2007, shall be a condition of any City approval necessary for 1) payments to contractors working on a public improvement project including those under Minnesota Statutes, Chapter 429 and 2) city approval of performance under development agreements or other subdivision or site plan approval under Minnesota Statutes, Chapter 462. The director shall reasonably determine the appropriate method of providing such information to the City. Failure to provide prompt and accurate information on the service laterals installed may result in the revocation of the permit issued for the work or for future permits to the offending permittee or its subcontractors.

810.24 Undergrounding.

Subd. 1. Purpose. The purpose of this section 810.24 is to promote the health, safety and general welfare of the public and is intended to foster (i) safe travel over the right-of-way, (ii) non-travel related safety around homes and buildings where overhead feeds are connected and (iii) orderly development in the City. Location and relocation, installation and reinstallation of Facilities in the right-of-way or in or on other public ground must be made in accordance with this section 810.24 and is intended to be enforced consistently with state and federal law regulating right-of-way users, specifically including but not limited to Minnesota Statutes, Sections 161.45, 237.162, 237.163, 301B.01, 222.37, 238.084 and 216B.36 and the Telecommunications Act of 1996, Title 47, U.S.C. section 253.

Subd. 2. Undergrounding of Facilities. Facilities newly installed, constructed or otherwise placed in the public right-of-way or in other public property held in common for public use must be located and maintained underground pursuant to the terms and conditions of this section and in accordance with applicable construction standards, subject to the exceptions below. Above-ground installation, construction, modification, or replacement of meters, gauges, transformers, street lighting, pad mount switches, capacitor banks, re-closers and service connection pedestals shall be allowed. These requirements shall apply equally outside of the corporate limits of the City coincident with City jurisdiction of platting, subdivision regulation or comprehensive planning as may now or in the future be allowed by law.

Subd. 3. Undergrounding of Permanent Replacement, Relocated or Reconstructed Facilities. If the City finds that one or more of the purposes set forth in Section 810.24 subd. 1 would be promoted, the City may require a permanent replacement, relocation or reconstruction of a Facility to be located, and maintained underground, with due regard for seasonal working conditions. For purposes of this subdivision, reconstruction means any substantial repair of or any improvement to existing Facilities. Undergrounding may be required whether a replacement, relocation or reconstruction is initiated by the right-of-way user owning or operating the Facilities, or by the City in connection with (1) the present or future use by the City or other local government unit of the right-of-way or other public ground for a public project, (2) the public health or safety, or (3) the safety and convenience of travel over the right-of-way. Subject to Subdivision 4 below, all relocations from previously placed underground facilities shall be to another underground location.

Subd. 4. Exceptions to Undergrounding. The following exceptions to the strict application of this Subdivision shall be allowed upon the conditions stated:

A. Technical/Economic Feasibility; Promotion of Policy. Above-ground installation, construction, or placement of Facilities shall be allowed in residential, commercial and industrial areas where the council, following consideration and recommendation by the planning commission, finds that:

1. Underground placement would place an undue financial burden upon the landowner, ratepayers, or right-of-way user or would

deprive the landowner of the preservation and enjoyment of substantial property rights; or,

2. Underground placement is impractical or not technically feasible due to topographical, subsoil or other existing conditions which adversely affect underground Facilities placement; or,
3. Failure to promote the purposes of undergrounding. The right-of-way user clearly and convincingly demonstrates that none of the purposes under Section 810.24, Subd. 1 would be advanced by underground placement of Facilities on the project in question, or the City determines on its own review that undergrounding is not warranted based on the circumstances of the proposed undergrounding.

B. Temporary Service. Above-ground installation, construction, or placement of temporary service lines shall only be allowed:

1. During new construction of any project for a period not to exceed three (3) months;
2. During an emergency in order to safeguard lives or property within the City;
3. For a period of not more than seven (7) months when soil conditions make excavation impractical.

Subd. 5. Developer Responsibility. All owners, platters, or developers are responsible for complying with the requirements of this Subdivision, and prior to final approval of any plat or development plan, shall submit to the Director written instruments from the appropriate right-of-way users showing that all necessary arrangements with said users for installation of such Facilities have been made.

810.25 Location and Relocation of Facilities.

Subd. 1. Rule. Placement, location, and relocation of facilities must comply with the Act, with other applicable rights of the City under its police power, and with Minnesota Rules 7819.3100, 7819.5000 and 7819.5100, to the extent the rules do not limit authority otherwise available to cities.

- A. Relocation Notification Procedure:** The Director shall notify the utility owner at least three months in advance of the need to relocate existing facilities so the owner can determine if relocation or replacement is required and plan any required work. The City should provide one notification, provide the date work will start on the Cities project, and if different, provide the date by which the relocation must be completed. To

the extent technically feasible and limited by seasonal constraints, all utilities shall be relocated within one month or in a time frame determined by the Director. The Director may allow a different schedule if it does not interfere with the City's project. The utility owner shall diligently work to relocate the facilities within the above schedule.

- B. Delay to City Project:** If the owner fails to meet the relocation schedule due to circumstances within the utility's control, the City may charge the utility owner for all costs incurred by the City because the relocation is not completed in the scheduled timeframe.
- C. Joint Trenching:** All Facilities shall be placed in appropriate portions of right-of-way so as to cause minimum conflict with other underground Facilities. When technically appropriate and no safety hazards are created, all utilities shall be installed, constructed or placed within the same trench. Notwithstanding the foregoing, gas and electric lines shall be placed in conformance with Minnesota Rules pt. 7819.5100, subd. 2, governing safety standards.

Subd. 2. Corridors. The City may assign a specific area within the right-of-way, or any particular segment thereof as may be necessary, for each type of facilities that are or, pursuant to current technology, the City expects will be located within the right-of-way. All utility, obstruction, or other permits issued by the City involving the installation or replacement of Facilities shall designate the proper corridor for the facilities at issue. A typical crossing section of the location for utilities may be on file at the Director's office. This section is not intended to establish "high density corridors".

Any Registrant who has facilities in the right-of-way in a position at variance with the corridors established by the City may remain at that location until the City requires Facilities relocation to the corridor pursuant to relocation authority granted under Minnesota Rules part 7819.3100 or other applicable law.

Subd. 3. Limitation of Space. To protect the public health, safety, and welfare or when necessary to protect the right-of-way and its current use, the City shall have the power to prohibit or limit the placement of new or additional facilities within the right-of-way. In making such decisions, the City shall strive to the extent possible to accommodate all existing and potential users of the right-of-way, but shall be guided primarily by considerations of the public interest, the public's needs for the particular utility service, the condition of the right-of-way, the time of year with respect to essential utilities, the protection of existing facilities in the right-of-way, and future City plans for public improvements and development projects which have been determined to be in the public interest.

810.26 Pre-excavation Facilities Location.

In addition to complying with the requirements of Minn. Stat. 216D.01-.09 ("One Call Excavation Notice System") before the start date of any right-of-way excavation, each registrant who has facilities or equipment in the area to be excavated shall be responsible to mark the

horizontal placement of all said facilities, to the extent technically feasible. To the extent its records contain such information, each registrant shall provide information regarding the approximate vertical location of their facilities, at the time of installation, to excavators upon request. Nothing in this subsection is meant to limit the rights, duties and obligations of the facility owners or excavators as set forth in Minnesota Statutes, Section 216D.01-.09.

810.27 Interference By Other Facilities.

When the City does work in the right-of-way in its governmental right-of-way management function and finds it necessary to maintain, support, or move a registrant's facilities to carry out the work without damaging registrant's facilities, the City shall notify the local representative as early as is reasonably possible. The City costs associated therewith will be billed to that registrant and must be paid within thirty (30) days from the date of billing. Each registrant shall be responsible for the cost of repairing any facilities in the right-of-way which it or its facilities damages.

810.28 Right-of-Way Vacation – Reservation of Right.

Subd. 1 Reservation of Right. If the City vacates a right-of-way which contains the equipment of a registrant, and if the vacation does not require the relocation of registrant facilities and equipment, the City shall reserve, to and for itself and all registrants having facilities and equipment in the vacated right-of-way, the right to install, maintain and operate any facilities and equipment in the vacated right-of-way and to enter upon such right-of-way at any time for the purpose of reconstruction, inspecting, maintaining or repairing the same.

Subd. 2 Relocation of Equipment. If the vacation requires the relocation of registrant facilities and equipment; and (a) if the vacation proceedings are initiated by the registrant, the registrant must pay the relocation costs; or (b) if the vacation proceedings are initiated by the City, the registrant must pay the relocation costs unless otherwise agreed to by the City and the registrant; or (c) if the vacation proceedings are initiated by a person or persons other than the registrant or permit holder, such other person or persons must pay the relocation costs.

810.29 Indemnification and Liability.

By registering with the City, or by accepting a permit under this Section, a registrant or permittee agrees to defend and indemnify the City in accordance with the provisions of Minnesota Rule 7819.1250.

810.30 Abandoned Facilities.

Subd. 1. Discontinued Operations. A registrant who has decided to discontinue all or a portion of its operations in the City must provide information satisfactory to the City that the registrant's obligations for its facilities in the right-of-way under this Section have been lawfully assumed by another registrant.

Subd. 2. Removal. Any registrant who has abandoned facilities in any right-of-way shall remove them from that right-of-way pursuant to Minnesota Rule Part 7819.3300, unless the requirement is waived by the Director. A facility is not abandoned unless declared so by the operator.

810.31 Appeal.

A right-of-way user that: (1) has been denied registration; (2) has been denied a permit; (3) has had a permit revoked; or (4) believes that the fees imposed are not in conformity with Minnesota Statutes Section 237.163, Subd. 6, or 5) disputes a determination of the director regarding Section 1.23 subd. 2 of this ordinance may have the denial, revocation, fee imposition, or decision reviewed, upon written request, by the City council. The City council shall act on a timely written request at its next regularly scheduled meeting. A decision by the City council affirming the denial, revocation, or fee imposition will be in writing and supported by written findings establishing the reasonableness of the decision.

810.32 Reservation of Regulatory and Police Powers.

A permittee's or registrant's rights are subject to the regulatory and police powers of the City to adopt and enforce general ordinances necessary to protect the health, safety and welfare of the public.

810.33 Severability.

If any section, subsection, sentence, clause, phrase, or portion of this Section is for any reason held invalid or unconstitutional by any court or administrative agency of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portions thereof. If a regulatory body or a court of competent jurisdiction should determine by a final, non-appealable order that any permit, right or registration issued under this Section or any portions of this Section is illegal or unenforceable, then any such permit, right or registration granted or deemed to exist hereunder shall be considered as a revocable permit with a mutual right in either party to terminate without cause upon giving sixty (60) days written notice to the other. The requirements and conditions of such a revocable permit shall be the same requirements and conditions as set forth in the permit, right or registration, respectively, except for conditions relating to the term of the permit and the right of termination. Nothing in this Section precludes the City from requiring a franchise agreement with the applicant, as allowed by law, in addition to requirements set forth herein.

Section 2. This ordinance becomes effective from and after its passage and publication.

Adopted by the city council of the city of Inver Grove Heights, Minnesota, this _____ day of _____, 2008.

George Tourville, Mayor

Attest:

Melissa Rheaume, Deputy City Clerk

PUBLISHED IN THE _____ ON THE _____ DAY OF _____, 2008

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Awarding Phase II Refrigeration Bids – City Project 2008-06

Meeting Date: March 24, 2008
 Item Type: Regular Agenda
 Contact: Eric Carlson – 651.450.2587
 Prepared by: Eric Carlson
 Reviewed by: Eric Carlson – Parks & Recreation
 Adam Brotzler - VMCC

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

In 2005, the City hired Tony Dibb to do an energy study of the ice arena. The purpose of the study was to find areas to make improvements to the mechanical infrastructure that would produce cost savings through reduced energy usage (gas and electric).

Major components of the existing refrigeration system have a life expectancy of 12-15 years and we are currently in the 13th year of operation.

The City Council hired Stevens Engineering to prepare plans and specifications for the Phase II refrigeration project and authorized advertisement for bids on January 28th. The bids received were significantly higher than the budget (\$350,000) and the engineers estimate (\$482,000). Staff believes that we still need to consider moving forward with project and recommend hiring Gartner in the amount of \$583,959 to perform the work.

The recommending financing for the improvements include the \$350,000 budgeted in the Closed Bond Fund and \$263,158 from the Host Community Fund, of which \$257,797 is from operational savings from the 2007 VMCC Operating Budget.

The Park and Recreation Commission reviewed this issue at their March 12th meeting and is recommending approval as is staff.

SUMMARY

The energy study done in 2005 was used to set the budget for the project and in retrospect the energy study developed “concepts” of energy savings improvements. The energy study wasn’t a feasibility design study that gave us good budget information.

We have reviewed the plans and specifications and don’t feel there are any opportunities to “re-engineer” the project and given the age of our system this project will need to be completed in the next few years.

There are a few items in the bid numbers that are not included in the Tony Dibb study and they include:

- \$17,000 of the project cost is attributable to the glycol leak that has been present for a few years that needs to be repaired.
- \$40,000 of the project cost is attributable to replacing glycol with calcium chloride as it is more efficient and safer for the environment.

The Control System piece of the project was projected to cost \$20,000 - \$23,000 and provide an estimated energy savings of \$21,000. The bid on this came in high (\$90,000) and isn't being recommended at this time. What is recommended is that we budget for this issue in the 2009 budget and accomplish this outside this project. We believe we can receive better pricing by working directly with system control contractors such as Johnson Controls or Honeywell.

We have evaluated re-bidding the project in the fall and have the project completed in the spring of 2009. We have talked to a few contractors that didn't bid the project because they already had enough work this summer. They indicate that we may anticipate approximately a 17% savings if they were to re-bid the job but may also expect inflation to increase approximately 18%.

We have looked at being our own "General Contractor" and because of the complexity of the system and the interrelationships this isn't advisable and would not produce any savings, only greater risk.

We have looked at breaking this project into more phases. Because of the size of the room, the location and condition of the equipment it is believed to be more cost effective to do this project as one phase and not separate phases.

If we chose to reject the bids we will need to address issues such as:

- Replacement of the PVC main line
- Replacement of the motors
- Performance of a chiller inspection and cleaning
- Consider heat reclaim

It is believed that these are the bare minimums that should be done in an effort to capitalize on their estimated energy savings potential. The above projects would need to be re-bid, remembering that the larger project is still going to be needed in a few short years.

With the completion of Phase II of the project, the refrigeration system should provide the City with 25+ years of reliable refrigeration. As mentioned, the only known item to address next year would be the system control. In 8-10 years the City will need to consider the replacement of both floors in the arena.

Bid Results

Item	Tony Dibb Xcel Energy Study Estimate	Stevens Engineering Estimate	Gartner	Total Mechanical	New Mech	Estimated Energy Savings
Base Bid	202,750	321,000	499,989	467,000	563,000	25,501
Add Compressor	40,000	30,000	30,646	51,600	52,393	-
Control System	22,700	20,000	90,840	75,000	-	20,952
Heat Reclaim	46,000	75,000	59,959	76,000	74,455	29,647
Replace compressor motor (2)	16,000	16,000	7,330	8,300	15,800	3,282
Replace PVC transmission mains	-	20,000	16,680	43,300	28,878	-
Sealed Bid Totals	327,450	482,000	705,444	721,200	734,526	79,382

Recommended Project

Item	Tony Dibb Xcel Energy Study Estimate	Stevens Engineering Estimate	Gartner	Total Mechanical	New Mech	Estimated Energy Savings
Base Bid	202,750	321,000	499,989	467,000	563,000	25,501
Heat Reclaim	46,000	75,000	59,959	76,000	74,455	29,647
Replace compressor motor (2)	16,000	16,000	7,330	8,300	15,800	3,282
Replace PVC transmission mains	-	20,000	16,680	43,300	28,878	-
Recommended Total	264,750	432,000	583,958	594,600	682,133	58,430

Recommended Project Budget

	Project	Engineering and Inspection	Total
Gartner Refrigeration	\$583,958	\$29,200	\$613,158

Recommended Financing Plan

Funding Source	Amount	Comments
Closed Bond Fund	\$350,000	Budgeted Amount
Host Community Fund	\$263,158	From 2007 operational savings

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

CONSIDER APPROVING MIS TECHNICIAN POSTION DESCRIPTION FOR ADVERTISEMENT

Meeting Date: March 24, 2008
Item Type: Regular
Contact: Jenelle Teppen, Asst City Admin
Prepared by:
Reviewed by:

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

PURPOSE/ACTION REQUESTED Consider the position description for an MIS Technician position.

SUMMARY An additional position in MIS was approved in the 2008 budget process. The justification provided for the additional position was based on the growth of the City’s computer network, the number of different pieces of software used by the various departments, and the addition of the new IP phone system.

The amount allocated for the position in the 2008 budget is \$68,000 which is for salary and benefits. We propose a salary range of \$44,200 - \$55,200 which is Range T on the 2007 Non-Union Compensation Plan. 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.

CITY OF INVER GROVE HEIGHTS

ADMINISTRATIVE ORGANIZATION DATA

Title: MIS Technician
Department: Administrative Services
Reporting To: Assistant City Administrator

**Guidance Provided/
Autonomy:**

This position is responsible for assisting the MIS Coordinator with information technology needs and technical support to the departments throughout the City of Inver Grove Heights.

SCOPE

Number of Subordinates: None
Number of Incumbents: One (1)

NATURE OF WORK

This position is responsible for assisting the MIS Coordinator with information technology needs and technical support to the departments throughout the City of Inver Grove Heights.

FUNCTIONAL INFORMATION

Essential Functions:

1. Ability to assist in providing problem-solving support to City employees.
2. Assists the MIS Coordinator with providing technical assistance and troubleshooting to solve specific system needs and hardware and software problems.
3. Assists with the installation, configuration, operation, and troubleshooting of City computers and peripheral technology equipment.
4. Assists with Database management.
5. Assists with Local Area Network and Wide Area network administration.
6. Assists in the administration of the City's network including:
 - The development, documentation and maintenance of procedures
 - Setting up passwords and managing security features
 - Managing disk space usage
 - Assisting in the training of employees on hardware and software applications.
7. Assists in the distribution and installation of hardware, software and computer supplies.
8. Assists in the development of network procedures for remote site applications.
9. Performs special projects as needed.
10. 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: Work is performed primarily in an office setting at various City sites. The noise level in the work environment is usually quiet in office settings, and may occasionally be loud.

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 organize and prioritize work.
- Ability to establish and maintain effective working relationships with co-workers, vendors, and the public through the course of work.
- Ability to back-up the department's other operations.
- Experience working independently, strong self-motivation, and effective time management skills.
- Ability to determine work priorities and accomplish goals within limited periods of time while under pressure.
- Ability to effectively communicate in English in person, by telephone, and by written correspondence.

Schedules and Other Conditions: Eight hours per day, Monday through Friday. May occasionally require additional hours outside the normal work day/hours.

Physical Demands: The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions. While performing the duties of this job, the employee is frequently required to sit, talk, hear, stand, use hands to finger, handle or operate objects, tools or controls, reach with hands and arms, balance, stoop, kneel, crawl and climb. The employee must frequently lift up to 90 pounds.

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. Two years of recent experience in a technical computer support position including substantial experience troubleshooting hardware and software problems.
2. Computer Science Technical Training.
3. Technical/operations environment experience.
4. Knowledge of computer network environment and administration, good working knowledge of major software suites.
5. Ability to install and maintain network workstations.
6. Experience with database management.
7. Possession of, or ability to obtain prior to employment, a valid and unrestricted Minnesota driver's license.

Desirable Qualifications:

1. Working knowledge of Microsoft 2000/2003 network configuration and administration.
2. Microsoft Certified Systems Administrator (MCSA).

Date: March, 2008

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

CONSIDER PLAN FOR SEEKING PUBLIC INPUT FOR THE PROPOSED PUBLIC SAFETY ADDITION/CITY HALL RENOVATION

Meeting Date: March 24, 2008
 Item Type: Regular
 Contact: JTeppen, Asst. City Admin
 Prepared by:
 Reviewed by:

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

PURPOSE/ACTION REQUESTED Council is being asked to consider a plan for seeking public input regarding the proposed Public Safety Addition/City Hall Renovation.

SUMMARY At the Council’s Study Meeting on March 10, Staff was asked to bring back for Council’s consideration a plan for seeking public input for the proposed Public Safety Addition/City Hall Renovation project.

Staff from Ehlers put City Staff in contact with a consultant who has worked with other communities on communication pieces for similar projects.

JMS Communications has proposed a plan for our project that includes working with staff to prepare the text for a newsletter, as well as working with staff to prepare the communications pieces used at an Open House.

There are two options for Council to consider:

The first option is for a 1 page, double sided newsletter that would be mailed to each residence and business. The text of the newsletter would be fairly brief, but would generally speak to the ‘why’ of the proposed project. It would also announce the Open House.

Press releases would also be prepared and distributed to local news agencies with the same content.

The time required for this option is much shorter – we could likely turn this around in a couple of weeks and have an Open House in mid-April.

The cost for consultant services for Option 1 is up to \$4,500. Services are calculated at an hourly rate and would not exceed \$4,500.

The second option would be to develop a lengthier newsletter that in greater detail communicates the need, the process, the options considered, and the ‘what comes next.’ Open Houses would also be announced in this piece.

Given the greater level of detail and the length, this second option would require at least six weeks to turn around, which would put open houses out to early May. This would be a more inclusive option in that much of the text could be reviewed by the Task Force and City Council.

The cost for consultant services for Option 2 is up to \$5,500. Services are calculated at an hourly rate and would not exceed \$5,500.

Printing and mailing costs are not included in these cost estimates, but would likely be about \$4,000 additional.

The text for display boards would also be prepared for use at the Open House under both options that would provide that greater level of detail.

Council should discuss how they would like to communicate the public input process and direct staff to proceed accordingly. Council should also discuss if they would like one or two Open Houses. If it's Council's desire to have two – staff suggests that one be held on a Saturday, mid-morning to attract the greatest number of interested residents. Staff also suggests that the funds to pay for these services come from the City Facilities Fund which has an unencumbered fund balance of \$1 million.