



INVER GROVE HEIGHTS CITY COUNCIL AGENDA
-REVISED-
MONDAY, MAY 12, 2008
8150 BARBARA AVENUE
7:30 P.M.

1. **CALL TO ORDER**

2. **ROLL CALL**

3. **PRESENTATIONS**

- A. Progress Plus
- B. 2007 Annual Financial Report

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 – April 28, 2008 Regular Council Meeting _____
- B. Resolution Approving Disbursements for Period Ending April 8, 2008 _____
- C. Consider Change Order No. 8 and Pay Voucher No. 8 for City Project No. 2007-09D, South Grove Urban Street Reconstruction – Area 2 _____
- D. Resolution Receiving Bids and Awarding Contract for the 2008 Pavement Management Program, City Project No. 2008-09B – Sealcoating _____
- E. Resolution Authorizing Feasibility Report – 2008 Pavement Management Program, City Project No. 2008-09F, Salem Hills Farm Subdivision Street Reconstruction/Mill & Overlay _____
- F. Resolution Authorizing Feasibility Report – 2008 Pavement Management Program, City Project No. 2008-09G, Cahill Ave./Brooks Blvd. Mill & Overlay _____
- G. Resolution Approving the Acquisition of Property at 6457 Donnelly Avenue _____
- H. Revise Description and Adjust Compensation Level for Assistant Training Officer Position In the Fire Department _____
- I. Appointment of Dan Bernardy to Paid On-Call Training Officer _____
- J. Resolution Approving Settlement Agreement with Gainey Realty Investment Corporation Concerning Damages relating to IGH Parcel No. 42 relative to City Project 2003-03 _____
- K. Personnel Actions _____
- L. Resolution Receiving Bids and Awarding Contract for the 2008 Pavement Management Program, City Project No. 2008-09A – Cracksealing _____

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 Ordering City Project No. 2008–09C,
Mill and Overlay _____

7. **REGULAR AGENDA:**

ADMINISTRATION:

A. **CITY OF INVER GROVE HEIGHTS;** Receive and Approve Schematic Design Report _____

B. **CITY OF INVER GROVE HEIGHTS;** Consider RFP for Project Management Services for the
Proposed Public Safety Addition/City Hall Expansion _____

PARKS AND RECREATION:

C. **CITY OF INVER GROVE HEIGHTS;** Consider Tobacco Free Park System Policy _____

COMMUNITY DEVELOPMENT:

D. **JAMES KRECH;** Consider a Resolution relating to a **Final Plat and Development Contract**
for the plat of Oakbush Third Addition. _____

E. **CITY OF INVER GROVE HEIGHTS;** Consider the **Second Reading of an Ordinance Amendment**
relating to electronic wall signage and sign size in the I–1, I–2 & B–3 zoning districts

PUBLIC WORKS:

F. **Steve Watrud;** Land Alteration Permit No. C–086–08, Gainey Addition Plat, East Side of
Clark Road _____

G. **CITY OF INVER GROVE HEIGHTS;** Authorize Preparation of a Feasibility Study for
Intersection Improvements for T.H. 3 & Proposed 80th Street (CSAH 28) _____

H. **CITY OF INVER GROVE HEIGHTS;** Resolution Approving Intersection Control Evaluation
Report that Recommends a Roundabout as means of Traffic Control at the Intersection
Of T.H. 3 and Proposed 80th Street (CSAH 28), City Project No. 2009–01 _____

8. **MAYOR AND COUNCIL COMMENTS**

9. **EXECUTIVE SESSION**

A. Discuss Collective Bargaining

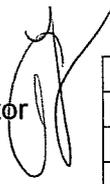
10. **ADJOURN**

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Presentation of Comprehensive Annual Financial Report for the Year Ended December 31, 2007 and the Auditor's Management Letter and Reports on Compliance with Governmental Auditing Standards and Minnesota Statutes

Meeting Date: May 12, 2008
 Item Type: Presentation
 Contact: Ann Lanoue, Finance Director
 Prepared by: Ann Lanoue 651-450-2517
 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: To accept the Comprehensive Annual Financial Report (CAFR), the Auditor's Management Letter and Reports on Compliance with Government Auditing Standards and Legal Compliance for the year ended December 31, 2007.

SUMMARY: Each year the City contracts with an independent Certified Public Accounting firm to audit the City's Comprehensive Annual Financial Report (CAFR). Kern, DeWenter, Viere, Ltd. performed the audit for the 2007 CAFR. They have issued an unqualified (clean) opinion on the City's financial statements. This is the highest form of assurance a Certified Public Accounting Firm can issue. In addition to the CAFR, the Auditor's Management Letter and Reports on Compliance with Government Auditing Standards and Legal Compliance are enclosed with this memo.

In reviewing the CAFR, I suggest reading the *Letter of Transmittal* which begins on page 3 in the Introductory Section of the report, *Management's Discussion and Analysis (MD&A)* which begins on page 17 in the Financial Section of the report, and the *Notes to the Financial Statements* which begin on page 41 in the Financial Section of the report.

The auditors did note two significant deficiencies (new terminology) in conducting the audit. One was "Lack of Segregation of Accounting Duties". Under the new audit standards the auditors need to cite examples based on their review and testing of the City's internal controls. This is a comment that we will most likely receive every year. The other comment was on the prior period adjustment for construction in progress that was not recognized in 2006. We are continuing to improve our reporting on capital assets which was increased with the adoption of GASB 34. As a result of receiving this comment for two years we are now implementing new procedures which will capitalize project costs earlier in the process. Previously we did not capitalize projects until a contract was awarded. We will now do this as soon as we feel that a project may be probable. The City's responses to the comments are now included in the auditor's "Report on Matters Identified as a Result of the Audit of the Financial Statements".

Steve Wischmann, CPA from Kern, DeWenter, Viere, Ltd. will be present at the study session and at the City Council meeting to discuss these reports.

We will be submitting the CAFR to the Government Finance Officers Association for the Certificate of Achievement for Excellence in Financial Reporting. This will be the 22nd year that we have participated in this program. We will also put the CAFR on the City's website.

**INVER GROVE HEIGHTS CITY COUNCIL MEETING MINUTES
MONDAY, APRIL 28, 2008 - 8150 BARBARA AVENUE**

CALL TO ORDER/ROLL CALL The City Council of Inver Grove Heights met in regular session on Monday, April 28, 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 Rheume.

3. PRESENTATIONS:

4. CONSENT AGENDA:

- A. Minutes – April 14, 2008 Regular Council Meeting
- B. **Resolution 08-82** approving disbursements for period ending April 23, 2008
- C. Pay Voucher #2 - City Project No. 2006-04, Drilling of City Well No. 9
- D. Pay Voucher #4 – City Project No. 2005-11, 65th St. E. & Delaney Ave. E. Street Improvements
- E. **Resolution 08-89** Authorizing Preparation of Traffic & Feasibility Studies for Street Improvements Associated with Inverpark Development and Retention of Consultant to Perform Work
- F. **Resolutions 08-83 & 08-89** Calling for hearing on Proposed Assessments, Declaring Costs to be Assessed and Ordering Preparation of Proposed Assessments for City Project No. 2003-03, Southern Sanitary Sewer System
- G. Appointment of Gary Johnson to the Lower Mississippi River Watershed Management Org.
- H. **Resolution 08-84** Prohibiting Parking on Clayton Ave. E. from 67th St. E. to 70th St. E. as part of City Project No. 2008-09D, 2008 Urban Street Reconstruction
- I. Minnesota Statehood Sesquicentennial Committee Wagon Train
- J. Resolution 08-85 Renewing Charitable Gambling Premises Permit for MN/USA Wrestling, Inc.
- K. Personnel Actions
- L. Schedule Public Hearing

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

Ayes: 5

Nays: 0 Motion carried.

5. PUBLIC COMMENT:

Greg Sampson, 7540 River Road, asked for an update regarding the graffiti on the 77th Street bridge.

Council member Klein responded that the property is owned by the railroad so the City is unable to do anything without permission from the railroad.

Mr. Samson suggested that the Dakota County workforce crew be utilized to remove the graffiti, and requested that this topic be placed on an upcoming Council agenda for further discussion and action.

Mr. Lynch explained that the City would have to apply for a permit from the railroad to access the property and the cost to remove the graffiti would be the responsibility of the City. He indicated that he would inform Mr. Sampson when the item would be on an agenda for formal action by the Council.

6. PUBLIC HEARINGS: None.

7. REGULAR AGENDA:

PARKS AND RECREATION:

A. CITY OF INVER GROVE HEIGHTS; Consider Tobacco Free Park System Policy

Mr. Carlson explained that members of the Simley High School SADD program presented information to the Parks and Recreation Commission asking the City to adopt a “No Tobacco” policy for all City parks. He stated that the Commission was in favor of the policy. He added that both the Commission and the students understand that there would be no active attempt by City staff to enforce the policy and it would essentially be a statement from the City that encourages people to make healthy decisions and refrain from using tobacco on park property.

Becky Wallerick, Simley High School Advisor, gave a brief overview of the Students Against Destructive Decisions (SADD) program.

Jody Pire, Dakota County Public Health, stated that the County has worked with students over the past four years to pursue tobacco free parks. She noted that 106 cities within the State have adopted similar policies, four within Dakota County.

Derek Schwanz, 2738 75th St. E., discussed various projects to help better the community and school. He stated that a comprehensive tobacco-free Parks and Recreation policy is proposed to eliminate tobacco use at ball fields, golf courses, on trails and in parks.

Bethany Hastings, 8262 Dawson Ct., presented statistical information regarding youth tobacco usage locally and nation-wide.

Tony Challeen, 8369 Delaney Circle, stated that the proposed policy could be self-enforced by the public and noted that communities with similar policies have recorded very few violations since the policy was put in place.

Anna Marsden, 7352 Boyd Ave. E., discussed the importance of consistency with school district policies for school property.

Erin McHenry 264 78th St. E., presented information regarding the high volume of litter (cigarettes) collected by students at North and South Valley parks.

Beth Kadrlík, 9361 Buckley Court, stated that garbage/litter pollutes the parks and increases maintenance costs for the City.

Beatriz Ramirez, 14 Holman Ave., discussed the dangers and health implications of second hand smoke.

Denna Downhour, 6441 Barclay Ave., reviewed a map displaying the 106 park systems within the State that have adopted similar policies. She also highlighted the metro communities with tobacco free park policies.

Brianna Byers, 3545 94th St. E., and Melissa Wells, 9865 Brent Ave., presented letters and a petition in support of the policy.

Kayla Thomas, 257 Mainzer St., showed examples of signs that could be posted in the parks.

Brittanny Quittem, 6232 Bolland Ct., summarized that the Council is asked to adopt a comprehensive policy to eliminate tobacco use at all times within the City park system.

Motion by Klein, seconded by Grannis, to receive all the letters and petition.

Ayes: 5

Nays: 0 Motion carried.

Council member Klein stated that the students should also research the effects of inhalation of smoke from charcoal grills and campfires.

Council member Madden stated that he would support the policy if it does not prohibit the use of tobacco in the parks. He expressed concern regarding the City’s ability to enforce a policy and stated that littering is a major concern that needs to be addressed.

Council member Piekarski Krech agreed that the City does not have the financial resources to enforce an ordinance. She stated that she would like to see signs posted that denote tobacco free zones. She reiterated that if a policy is going to be put in place then it needs to be followed and enforced.

Council member Grannis stated that he thinks it should be an ordinance, but feels that a policy is a step in the right direction.

Mayor Tourville stated that he would support a policy. He commented on the littering problems and added that enforcement would be difficult at Rich Valley and Inver Wood. He suggested that language for a policy be drafted and brought back at the next meeting for Council review and consideration.

Council member Grannis asked that guidelines for enforcement also be included with the draft policy.

Council members Klein and Madden discussed the importance individual responsibility and both expressed the opinion that the government is too intrusive on individual rights.

COMMUNITY DEVELOPMENT:

B. WHITE PINES SENIOR LIVING; Consider Minor Amendment to a PUD Development Plan for the White Pines Senior Living development (Comforts of Home) to allow for a modification to the approved landscape plan

Mr. Link explained that the applicant is requesting an amendment to the approved landscaping plan to reduce the number of required plantings to better fit plantings in and around the site. He state that the City Forester agreed that the site would be overplanted if the full requirement of the ordinance was followed. He added that Planning staff recommended approval of the proposed plan with the modification to the species mix.

Council member Piekarski Krech questioned if the requirements of the Arbor Pointe ordinance needed to be reconsidered.

Mr. Link responded that this was a unique situation and noted that staff did not feel that amendments to the ordinance were necessary.

Motion by Piekarski Krech, seconded by Klein to adopt Resolution 08-86 approving a Minor Amendment to a PUD Development Plan for the White Pines Senior Living Development (Comforts of Home) to allow for a modification to the approved landscape plan.

Ayes: 5

Nays: 0 Motion carried.

C. MGT DEVELOPMENT, INC.; Consider Resolution relating to a Final Plat and Final PUD Development Plan for Phase 1 of Argenta Hills consisting of a seven lot plus seven outlot plat and development contract and 191,263 square foot retail building with six future retail pads for property located at the Northwest corner of Hwy. 3 and Hwy. 55

Mr. Hunting reviewed the history of the project and explained the PUD Development plan. He stated that all of the conditions for approval have been met and that both the Planning Commission and Planning staff recommended approval of the request.

Mr. Kuntz presented several items that needed to be addressed. He stated that the date that Target wants to open is July, 2009. He explained that there are a series of items that need to be completed by that date including: construction of a temporary road and required traffic and storm water improvements.

He stated that it is expected that the applicant will develop the remaining outlots as per plans and that the City will not change the requirements for a period of ten years once the development contract is approved. He noted that the developer would have no protection regarding fees as they may increase over time.

Mr. Kuntz discussed the temporary Argenta connection and explained that the developer wants assurance that the City will not vacate the roadway until the permanent connection is in place. He referred to Exhibit D, City Improvements and stated that the developer has indicated that the roundabout needs to be in place before Target opens in July of 2009. He explained that the developer has asked that the City agree

to order project number 2009-01 by February, 2009 and to award a contract by April, 2009. He noted that the roundabout is the one public improvement that the City would be responsible for. He added that the developer has agreed to construct the road in exchange for regional ponding credits. He reviewed the proposed financial adjustments and discussed the funds from which the credits would come from.

Council member Piekarski Krech clarified that fees would be paid to the City with future development.

Mr. Kuntz reviewed the fund balances and explained that the inter-fund transfer could come from the water fund until future fees are collected.

Council member Grannis asked if the credits and adjustments could be spread out over time as development occurs.

Mr. Kuntz responded that was possible but if done it would leave open the discussion of who would fund the temporary road construction.

Council member Grannis expressed concerns regarding the roundabout and asked how the City could commit to that improvement when the feasibility and the cost are still unknown.

Mr. Kuntz responded that for this project to continue and meet the target date of July, 2009 the developer needs a commitment from the City on a roundabout.

Mr. Thureen added that there were studies completed to evaluate the type of intersection control and stated that the Mn/DOT and the County agreed that a roundabout was the best control device.

Council member Grannis explained that he had a concern with limiting the developer's assessment when the final cost is unknown. He stated that his preference would be to hold a special meeting to consider this item to allow Council to review the financials.

Council member Klein asked for assurance from staff that this plan would work and that it was not too large of a financial risk for the City.

Ms. Lanoue responded that she is confident that the plan will work and stated that it was reviewed several times by both the City Attorney and the City Administrator.

Council member Piekarski Krech questioned if the inter-fund loan would affect the City's bond rating.

Mr. Lynch responded that it should not and noted that staff considered very conservative terms.

Greg Munson, MGT, discussed the improvements for the County Road and commented that he would not be in favor of spreading the credits out because the infrastructure is being built now. He stated that they will be building the County Road which will bring benefits for which they are not seeking compensation.

Mayor Tourville commented that the numbers are not much different from what was projected and the advantage is that the road and ponds will be built.

Mr. Kuntz clarified with Mr. Munson that with respect to the regional ponds and future phases of development it is understood that the City will not consider further adjustments or payment to the developer.

Mr. Monson stated that was correct.

Motion by Klein, seconded by Madden, to Approve Resolution 08-87 relating to a Final Plat and Final PUD Development Plan for Phase 1 of Argenta Hills consisting of a seven lot plus seven outlot plat and development contract and 191,263 square foot retail building with six future retail pads for property located at the Northwest corner of Hwy. 3 and Hwy. 55 including the additional agreement that was presented by the City Attorney.

Council member Piekarski Krech noted that she still feels that the intersection at Argenta Trail is not safe.

Council member Grannis clarified that he would not vote for the resolution because of his financing concerns.

Ayes: 4

Nays: 1 (Grannis) Motion carried.

D. CITY OF INVER GROVE HEIGHTS; Consider First Reading of an Ordinance Amendment Relating to Exterior Building Materials

Mr. Link explained that the State building code has changed to allow plastic structures to be permanent and staff would like direction regarding how to address neighborhood complaints pertaining to an accessory structure.

Council member Madden stated that greenhouses should not be permanent structures.

Council member Klein asked if the amendment would apply to Estate and Agricultural lots.

Council member Piekarski Krech suggested that Council distinguish between types of structures.

Mayor Tourville commented that there should be a difference between a homestead and an accessory structure.

Denny Springer, 3912 66th Street East, expressed concerns regarding a specific structure. He stated that he was told that the structure would be temporary.

Linda Stein, 3905 67th Street East, showed pictures of the previously referenced structure. She reiterated that the structure was supposed to be taken down after six months and never was. She noted that the plastic was merely removed and the frame was left in tact.

Mr. Link stated that staff would look into distinguishing between principal and accessory buildings.

Mayor Tourville added that the zoning and use of the structure need to be considered, as well as the permanence of the structure. He noted that “framing” should also be specified.

Council member Piekarski Krech suggested that a definition of “plastic building” be included.

Council member Madden reiterated that a time limit needs to be put on the structures.

NO ACTION WAS TAKEN.

E. CITY OF INVER GROVE HEIGHTS; Building Safety Week Proclamation

Council member Madden stated that the understanding of building safety and fire prevention codes would be promoted during Building Safety Week.

Motion by Klein, seconded by Madden to proclaim May 5-11, 2008 as “Building Safety Week”.

Ayes: 5

Nays: 0 Motion carried.

PARKS AND RECREATION:

F. CITY OF INVER GROVE HEIGHTS; Consider Improvements to River Front Park

Mr. Carlson explained that the Parks and Recreation Advisory Commission have recommended improvements to the park that are designed to protect the property. He reviewed the suggested improvements as well as the funding sources for each. He highlighted the purchase of a solar-powered security camera.

Council member Klein asked how information would be retrieved from the security camera.

Mr. Carlson responded that the memory card could be removed or the content could be downloaded via a wireless connection to a laptop. He noted that the more efficient method would be to retrieve the card from the camera. He added that the vendor would help determine the best location to capture the most pertinent activity within the park.

Jim Huffman, 4237 Denton Way, presented the Council with bids he obtained for an asphalt parking surface and boulders to block vehicle access to the park. He also suggested purchasing higher-quality benches and picnic tables in the park that would be difficult to remove.

Motion by Madden, seconded by Klein, to receive the bids provided by Mr. Huffman.

Ayes: 5

Nays: 0 Motion carried.

Greg Sampson, 7540 River Road, questioned the interest of the DNR for a boat launch at the park.

Mayor Tourville responded that the Council is not being asked to consider a boat launch at this meeting.

Mr. Sampson commented on the need to find out what happens when the security camera reaches its' memory capacity. He suggested that off-street parking be put in and that the Park Rules and Hours signs be put back up. He asked that the Parks & Recreation department provide the Council with an update regarding the status and effects of the improvements on park activity every two to three months.

Mayor Tourville agreed that monthly reports should be provided to the Council either during a work session or via the Friday Memo provided to the Council by the City Administrator.

Motion by Madden, seconded by Klein to approve suggested improvements to River Front Park.

Ayes: 5

Nays: 0 Motion carried.

PUBLIC WORKS:

G. CITY OF INVER GROVE HEIGHTS; Consider Third 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.

Mr. Kuntz stated that no changes had been made to the ordinance.

Motion by Klein, seconded by Madden, to adopt Ordinance No. 1174 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

Ayes: 5

Nays: 0 Motion carried.

ADMINISTRATION:

H. CITY OF INVER GROVE HEIGHTS; Consider Purchase of Vehicle for Fire Chief

Motion by Klein, seconded by Grannis, to approve purchase of Vehicle for Fire Chief

Ayes: 5

Nays: 0 Motion carried.

I. CITY OF INVER GROVE HEIGHTS; Discuss Sale of City Owned Property

Mr. Lynch stated that the City has been approached by a party interested in purchasing Lot 15. He noted that there doesn't appear to be a future need for this lot.

Council member Klein suggested that Lot 15 be disposed of and that the remaining City properties be discussed at another time in special session.

Mayor Tourville explained that no action was needed and that the sale of Lot 15 was by Council direction and the City Administrator would bring an agreement back for Council consideration.

J. CITY OF INVER GROVE HEIGHTS; Consider Council Procedures Policy

Mr. Lynch discussed the changes that were made to the policy per Council's requests. He noted that these procedures would be implemented at the May 12th meeting.

Council member Piekarski Krech suggested that the title be "Procedures for City Council Meetings".

Council member Grannis suggested limiting Council member comments to five minutes per item to keep the expectations consistent with those of the citizens.

Motion by Madden, seconded by Grannis, to approve the Procedures for City Council meetings with the changes noted.

Ayes: 5

Nays: 0 Motion carried.

K. CITY OF INVER GROVE HEIGHTS; Consider Amending Job Description for Code Compliance Specialist

Ms. Teppen stated that this item was previously discussed at the Work Session. She explained that additional applications would be sought for the position. She noted that those who previously applied for the position would be considered and that applicants would not be required to reapply as their applications were still on file with the Human Resources Coordinator.

Motion by Madden, seconded by Grannis to Amend Job Description for Code Compliance Specialist.

Ayes: 5

Nays: 0 Motion carried.

L. CITY OF INVER GROVE HEIGHTS; Consider Appointment of Code Compliance Specialist

Ms. Teppen asked that this item be withdrawn from the agenda.

M. CITY OF INVER GROVE HEIGHTS; Consider Appointment of Public Works Director

Mr. Lynch recommended the appointment of Mr. Thureen to the position of Public Works Director. He also requested that Council authorize staff to advertise for the vacant City Engineer position.

Motion by Piekarski Krech, seconded by Madden to appoint Scott Thureen to the position of Public Works Director and to authorize staff to advertise for the vacated City Engineer Position.

Ayes: 5

Nays: 0 Motion carried.

8. MAYOR AND COUNCIL COMMENTS:

Council member Grannis stated that there are applications available on the City web site for those interested in serving on a City Commission.

Council member Piekarski Krech commented on Spring Clean-Up Day and thanked all those who participated.

Mayor Tourville requested a financial breakdown from Spring Clean-Up Day.

9. ADJOURN: Motion by Madden, seconded by Klein to adjourn. The meeting adjourned by unanimous vote at 11:10 p.m.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Meeting Date: May 12, 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 April 24, 2008 to May 7, 2008.

SUMMARY

Shown below is a listing of the disbursements for the various funds for the period ending May 7, 2008. The detail of these disbursements is attached to this memo.

General & Special Reveune	\$124,191.69
Debt Service & Capital Projects	50,375.83
Enterprise & Internal Service	234,474.08
Escrows	10,642.13
	<hr/>
Grand Total for All Funds	<u><u>\$419,683.73</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 April 24, 2008 to May 7, 2008, and the listing of disbursements requested for approval.

DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. _____

**RESOLUTION APPROVING DISBURSEMENTS FOR THE
PERIOD ENDING MAY 7, 2008**

WHEREAS, a list of disbursements for the period ending May 7, 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	\$ 124,191.69
Debt Service & Capital Projects	50,375.83
Enterprise & Internal Service	234,474.08
Escrows	<u>10,642.13</u>
Grand Total for All Funds	<u>\$ 419,683.73</u>

Adopted by the City Council of Inver Grove Heights this 12th day of May, 2008.

Ayes:

Nays:

George Tourville, Mayor

ATTEST:

Melissa Rheaume, Deputy City Clerk

Program: GMI79L
 Bank: 00 City of Inver Grove Heights

City of Inver Grove Heights
 CHECK REGISTER BY FUND

CHECK DATE	CHECK NUMBER	CHECK VENDOR NAME	INVOICE # / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
04/24/2008	87907	PETTY CASH	city of inver grove	101-0000-101.04-00		4/2008 * Total	150.00 150.00
04/25/2008	87908	SENSIBLE LAND USE COALI	attendeo tom link	101-3000-419.50-80		4/2008 * Total	45.00 45.00
04/30/2008	87918	ARROW MOWER, INC.	inver grove hts city	101-5200-443.60-16		4/2008 * Total	1,038.37 1,038.37
04/30/2008	87924	BOHRER, ERIC	meals - training	101-4000-421.50-75		4/2008 * Total	93.27 93.27
04/30/2008	87925	BRINKMAN, AMY	mileage name tags - open house	101-1100-413.50-65 101-1100-413.60-65		4/2008 4/2008 * Total	40.90 9.56 50.46
04/30/2008	87929	CENTRAL LANDSCAPE SUPPL	cust 10101	101-6000-451.60-65		4/2008 * Total	1,695.48 1,695.48
04/30/2008	87937	DAKOTA ELECTRIC ASSN	cust 1093947	101-5400-445.40-20		4/2008 * Total	934.18 934.18
04/30/2008	87945	G & K SERVICES	cust 7494701 cust 7494701	101-5200-443.60-45 101-6000-451.60-45		4/2008 4/2008 * Total	102.76 121.44 224.20
04/30/2008	87948	GRAND VIEW LODGE	joe robertson	101-4000-421.50-75		4/2008 * Total	222.00 222.00
04/30/2008	87955	HENRY'S WATERWORKS INC	city of inver grove hgts	101-5200-443.60-16		4/2008 * Total	497.89 497.89
04/30/2008	87956	HIGHWAY TECHNOLOGIES, I	cust 66047	101-5200-443.60-16		4/2008 * Total	1,778.34 1,778.34
04/30/2008	87958	HOLIDAY INN - DULUTH	inver grove hgts inver grove hgts	101-4000-421.50-75 101-4000-421.50-75		4/2008 4/2008 * Total	308.52 308.52 617.04
04/30/2008	87960	HOME DEPOT CREDIT SERVI	acct 6035322502554813	101-4200-423.60-40		4/2008 * Total	189.84 189.84
04/30/2008	87967	KERN, DEWENTER, VIERE,	inver grove hgts	101-2000-415.30-10		4/2008 * Total	4,000.00 4,000.00
04/30/2008	87971	LEVANDER, GILLEN & MILL	Client 81000E Client 81000E Client 81000E Client 81000E Client 92000E Client 81000E Client 81000E CLIENT 81000E	101-1000-413.30-40 101-1000-413.30-42 101-3200-419.30-42 101-3300-419.30-42 101-4000-421.30-41 101-4000-421.30-42 101-5000-441.30-42 101-5100-442.30-42		4/2008 4/2008 4/2008 4/2008 4/2008 4/2008 4/2008 4/2008	240.00 5,998.75 890.95 464.00 26,296.88 338.40 247.60 90.00

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
04/30/2008	87971	LEVANDER, GILLEN & MILL	Client 81000E	101-6000-451.30-42		4/2008 * Total	650.40 35,216.98
04/30/2008	87975	MFSCB	neal stonge	101-4200-423.30-70		4/2008 * Total	300.00 300.00
04/30/2008	87977	MN DEPT OF EMPLOYMENT &	city of inver grove	101-4200-423.20-70		4/2008 * Total	1,841.09 1,841.09
04/30/2008	87981	MN LIFE INSURANCE CO	policy 0027324	101-0000-203.09-00		4/2008	1,681.69
			policy 0027324	101-1100-413.20-62		4/2008	63.66
			policy 0027324	101-2000-415.20-62		4/2008	84.85
			policy 0027324	101-3200-419.20-62		4/2008	37.20
			policy 0027324	101-3300-419.20-62		4/2008	65.32
			policy 0027324	101-4000-421.20-62		4/2008	454.70
			policy 0027324	101-4200-423.20-62		4/2008	34.98
			policy 0027324	101-5000-441.20-62		4/2008	17.80
			policy 0027324	101-5100-442.20-62		4/2008	90.64
			policy 0027324	101-5200-443.20-62		4/2008	72.92
			policy 0027324	101-6000-451.20-62		4/2008 * Total	84.45 2,688.22
04/30/2008	87982	MN NCPERS LIFE INSURANC	city of inver grove	101-0000-203.16-00		4/2008 * Total	332.00 332.00
04/30/2008	87987	SCHWAAB, INC	cust 9825c	101-3300-419.60-40		4/2008 * Total	202.10 202.10
04/30/2008	87992	SPRINT	acct 01488859197	101-4000-421.50-20		4/2008 * Total	375.30 375.30
04/30/2008	87993	STANGER, LARRY	meals	101-4000-421.50-75		4/2008 * Total	43.31 43.31
04/30/2008	88000	TRACTOR SUPPLY CREDIT P	cust 6035301200183679	101-6000-451.60-40		4/2008 * Total	108.36 108.36
04/30/2008	88002	TWIN CITIES OCCUPATIONA	acct n261251001589	101-1100-413.30-50		4/2008	275.00
			acct n261251001592	101-1100-413.30-50		4/2008 * Total	72.00 347.00
04/30/2008	88003	UNIFORMS UNLIMITED	cust 114866	101-4000-421.60-45		4/2008	66.95
			cust 114866	101-4000-421.60-45		4/2008	21.95
			cust 114866	101-4000-421.60-40		4/2008	1,540.79
						* Total	1,629.69
04/30/2008	88006	VANCE BROTHERS, INC.	cust 3048	101-5200-443.60-16		4/2008 * Total	303.53 303.53
04/30/2008	88007	VERIZON WIRELESS	cust 380564963	101-5200-443.50-20		4/2008 * Total	8.35 8.35
04/30/2008	88010	WAL-MART BUSINESS	cust 6032202530257113	101-4000-421.60-65		4/2008	146.14

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE # / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
05/02/2008	88014	DOMINICKS PIZZA	inver grove hghts pd	101-4000-421.50-75		* Total	146.14
05/02/2008	88016	US POSTMASTER	city of inver grove	101-1100-413.50-32		* Total	86.64
05/07/2008	88019	ACE PAINT & HARDWARE	cust 1126	101-4200-423.60-40		5/2008	86.64
			cust 1126	101-4200-423.60-40		* Total	1,957.50
			cust 1126	101-4200-423.60-40		* Total	1,957.50
05/07/2008	88020	AFSCME COUNCIL 5	city of inver grove	101-0000-203.10-00		* Total	20.28
05/07/2008	88023	ARCOA INDUSTRIES	city of inver grove	101-6000-451.60-40		5/2008	26.69
05/07/2008	88025	AVAYA INC	cust 0102233034	101-4200-423.40-44		* Total	5.86
05/07/2008	88026	BAARS MECHANICAL, INC.	city of inver grove	101-6000-451.40-40		5/2008	52.83
05/07/2008	88027	BACHELOR BUSINESS MACH	city of inver grove	101-1100-413.40-44		* Total	876.92
05/07/2008	88028	BERGUM, ERIC	sound system	101-4200-423.60-40		* Total	876.92
05/07/2008	88030	BINA, ALLISON	fuel lunch	101-4000-421.50-65		5/2008	587.62
05/07/2008	88031	BONESTROO, ROSENE, ANDE	city of inver grove	101-5100-442.30-30		* Total	587.62
05/07/2008	88036	CITY OF SAINT PAUL	acct 001043084339	101-4000-421.40-42		5/2008	225.36
05/07/2008	88037	CONSTRUCTION BOOK	acct 12895514	101-3300-419.60-18		* Total	225.36
05/07/2008	88038	COORDINATED BUSINESS SY	cust 4502512	101-4000-421.40-44		5/2008	1,290.00
05/07/2008	88039	COPY RIGHT	cust 1040	101-4000-421.50-30		* Total	1,290.00
05/07/2008	88041	CRAWFORD DOOR SALES OF	acct 4373	101-4200-423.40-40		5/2008	39.85
						* Total	39.85
						5/2008	3,093.00
						* Total	3,093.00
						5/2008	39.84
						* Total	67.38
						5/2008	107.22
						* Total	652.00
						5/2008	652.00
						* Total	32.97
						5/2008	32.97
						* Total	110.01
						5/2008	110.01
						* Total	161.17
						5/2008	161.17
						* Total	176.70
						5/2008	176.70
						* Total	1,507.00
						5/2008	1,507.00

Prepared: 05/07/2008, 12:52:22
 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
05/07/2008	88043	DAKOTA COUNTY TECH COLL	inver gr hgts police dept	101-4000-421.50-80		5/2008 * Total	210.00 210.00
05/07/2008	88044	DAKOTA CTY PROPERTY REC	city of inver grove	101-1100-413.50-25		5/2008 * Total	368.00 368.00
05/07/2008	88045	DAKOTA CTY TREASURER-AU	acct 033065	101-6000-451.70-50		5/2008 * Total	10,634.00 10,634.00
05/07/2008	88047	EARL F ANDERSEN INC	acct 4094	101-6000-451.60-40		5/2008 * Total	1,389.83 1,389.83
05/07/2008	88051	FERRELLGAS	acct 7754787	101-5200-443.60-16		5/2008 * Total	98.00 98.00
05/07/2008	88052	G & K SERVICES	acct 7494701 acct 7494701	101-5200-443.60-45 101-6000-451.60-45		5/2008 5/2008 * Total	102.76 58.53 161.29
05/07/2008	88053	GERTENS	acct 103566 acct 103566	101-6000-451.60-16 101-6000-451.60-16		5/2008 5/2008 * Total	305.31 82.43 387.74
05/07/2008	88055	GOODWILL, JENNIFER	food for rabies clinic	101-1100-413.50-25		5/2008 * Total	31.82 31.82
05/07/2008	88056	GRAINGER	acct 855257697 acct 855257697	101-4200-423.40-40 101-4200-423.60-40		5/2008 5/2008 * Total	143.32 102.39 245.71
05/07/2008	88058	H & R CONSTRUCTION COMP	city of inver grove	101-5200-443.40-46		5/2008 * Total	859.30 859.30
05/07/2008	88062	HENNEPIN TECHNICAL COLL	cust 168984	101-4200-423.50-80		5/2008 * Total	20.00 20.00
05/07/2008	88068	INVER GROVE FORD	acct 112594917	101-4000-421.70-30		5/2008 * Total	266.25 266.25
05/07/2008	88072	IUOE	city of inver grove hgts	101-0000-203.10-00		5/2008 * Total	1,353.90 1,353.90
05/07/2008	88073	JOHNSTON, MARK	food for debriefing	101-4200-423.50-75		5/2008 * Total	18.70 18.70
05/07/2008	88080	LELS	city of inver grove hgts	101-0000-203.10-00		5/2008 * Total	1,170.00 1,170.00
05/07/2008	88081	LELS SERGEANTS	city of inver grove hgts	101-0000-203.10-00		5/2008 * Total	210.00 210.00
05/07/2008	88086	METRO ATHLETIC SUPPLY	acct inv350	101-6000-451.60-16		5/2008 * Total	163.80 163.80

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
05/07/2008	88087	MID-AMERICA BUSINESS SY	acct 1259	101-1100-413.40-44		5/2008 * Total	9,284.57 9,284.57
05/07/2008	88088	MIKE'S SHOE REPAIR, INC	inver grove hgts fd	101-4200-423.60-45		5/2008 * Total	79.95 79.95
05/07/2008	88089	MINNESOTA CONWAY FIRE & cust 3816	cust 3816	101-4200-423.40-42		5/2008 5/2008 * Total	306.88 189.65 496.53
05/07/2008	88090	MN GLOVE & SAFETY, INC.	acct ctinvp	101-5200-443.60-16		5/2008 * Total	58.75 58.75
05/07/2008	88091	MN LOCKS	inver grove hgts fd	101-4200-423.40-40		5/2008 * Total	176.42 176.42
05/07/2008	88094	MNFAM BOOK SALES	inver grove hgts fd	101-4200-423.60-18		5/2008 * Total	47.93 47.93
05/07/2008	88096	NAPA OF INVER GROVE HEI	cust 125	101-4200-423.60-65		5/2008 * Total	10.63 10.63
05/07/2008	88097	NEXTEL COMMUNICATIONS	acct 573073317	101-1100-413.50-20		5/2008 * Total	164.31 164.31
05/07/2008	88100	NEXTEL COMMUNICATIONS	acct 249383315	101-5000-441.50-20		5/2008 5/2008 * Total	40.48 242.62 283.10
05/07/2008	88101	NEXTEL COMMUNICATIONS	acct 487383319	101-6000-451.50-20		5/2008 * Total	371.15 371.15
05/07/2008	88109	QUALITY BRUSH & STUMP R	city of inver grove	101-5200-443.40-46		5/2008 * Total	3,887.25 3,887.25
05/07/2008	88110	QWEST	acct 6515520672	101-6000-451.50-20		5/2008 * Total	40.95 40.95
05/07/2008	88111	QWEST	acct 6514530219	101-6000-451.50-20		5/2008 * Total	40.95 40.95
05/07/2008	88112	QWEST	acct 6514577671	101-6000-451.50-20		5/2008 * Total	40.94 40.94
05/07/2008	88113	QWEST	acct 6514577674	101-6000-451.50-20		5/2008 * Total	40.94 40.94
05/07/2008	88114	REGINA MEDICAL CENTER	inver grove hgts police	101-4000-421.30-70		5/2008 * Total	316.00 316.00
05/07/2008	88115	RHOADES, JON	mileage	101-4200-423.50-65		5/2008 * Total	212.10 212.10

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE # / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
05/07/2008	88121	SALMEY, GERALD	meals - conference	101-4000-421.50-75		5/2008 * Total	35.60 35.60
05/07/2008	88122	SAM'S CLUB	act no 7715090401334891	101-4200-423.50-75		5/2008	19.48
			act no 7715090401334891	101-4200-423.60-11		5/2008	77.36
			act no 7715090401334891	101-4200-423.60-65		5/2008	184.75
						* Total	201.59
05/07/2008	88129	SOUTHVIEW ANIMAL HOSPIT	city of inver grove	101-0000-365.00-00		5/2008 * Total	606.00 606.00
05/07/2008	88131	ST PAUL STAMP WORKS INC	acct inver003	101-4200-423.60-45		5/2008 * Total	1,111.13 1,111.13
05/07/2008	88132	ST. CLOUD STATE UNIVERS	attende melissa rheaume	101-1100-413.50-80		5/2008 * Total	410.00 410.00
05/07/2008	88133	STANGER, LARRY	refreshments-crime scene	101-4000-421.50-75		5/2008 * Total	12.01 12.01
05/07/2008	88137	TERRI KENISON	city of inver grove	101-4200-423.40-40		5/2008 * Total	905.25 905.25
05/07/2008	88142	TWIN CITIES OCCUPATIONA	acct n261251001589	101-1100-413.30-50		5/2008 * Total	45.00 45.00
05/07/2008	88144	U OF M - CCE REGISTRATI	attende; Kathy Fischer	101-5000-441.50-80		5/2008 * Total	75.00 75.00
05/07/2008	88145	UNIFORMS UNLIMITED	acct ho1842	101-4000-421.60-45		5/2008 * Total	56.85 56.85
05/07/2008	88147	UNITED WAY	city of inver grove	101-0000-203.13-00		5/2008 * Total	181.00 181.00
05/07/2008	88149	USA MOBILITY WIRELESS I	acct 61192662	101-4000-421.50-20		5/2008 * Total	13.39 13.39
05/07/2008	88151	VERIZON WIRELESS	acct 580565481	101-5100-442.50-20		5/2008 * Total	189.54 189.54
05/07/2008	88154	VIKING PAINTS, INC.	cust cig50	101-6000-451.60-16		5/2008 * Total	461.60 461.60
05/07/2008	88155	WESTERN PETROLEUM COMPA	city of inver grove	101-6000-451.60-16		5/2008 * Total	31.36 31.36
05/07/2008	88157	XCEL ENERGY	acct 5160255967	101-5400-445.40-20		5/2008 * Total	29.43 29.43
05/07/2008	88158	XCEL ENERGY	acct 5183943582	101-5400-445.40-20		5/2008 * Total	28.13 28.13

City of Inver Grove Heights
CHECK REGISTER BY FUND

Prepared: 05/07/2008, 12:52:22
Program: GM179L
Bank: 00 City of Inver Grove Heights

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
05/07/2008	88160	XCEL ENERGY	acct 5170946691	101-5400-445.40-20		5/2008 * Total	29.02 29.02
05/07/2008	88163	ZOYA, KENT	cabinet/photo frame	101-4200-423.60-65		5/2008 * Total	162.55 162.55
04/30/2008	87939	DANBURYIT	inver grove heights	201-1600-465.60-65	** Fund Total	4/2008 * Total	88.42 88.42
04/30/2008	87971	LEVANDER, GILLEN & MILL	Client 81000E	423-5903-723.30-42	0303	4/2008 * Total	12,343.60 12,343.60
04/30/2008	87971	LEVANDER, GILLEN & MILL	Client 81000E	425-5906-725.30-42	0506	4/2008	406.20
			Client 81000E	425-5922-725.30-42	0522	4/2008 * Total	285.50 691.70
04/30/2008	87971	LEVANDER, GILLEN & MILL	Client 81000E	426-5904-726.30-42	0604	4/2008 * Total	135.45 135.45
04/30/2008	87971	LEVANDER, GILLEN & MILL	Client 81000E	428-5911-728.30-42	0811	4/2008 * Total	180.00 180.00
04/30/2008	88004	UNITED PARCEL SERVICE	acct v4650v	428-5906-728.50-25	0806	4/2008 * Total	12.18 12.18
05/07/2008	88092	MN POLLUTION CONTROL AG	acct 1298	428-5910-728.30-70	0810	5/2008 * Total	450.00 450.00
05/07/2008	88135	STEVENS ENGINEERS INC	city of inver grove hgts	428-5906-728.30-30	0806	5/2008 * Total	95.19 95.19
05/07/2008	88018	ACE BLACKTOP, INC.	south grove urban reconst	440-5900-740.80-30	0709D	5/2008 * Total	6,918.89 6,918.89
04/30/2008	87965	KENNEDY & GRAVEN	city of inver grove hgts	446-5915-746.30-44	0315	4/2008 * Total	19,337.12 19,337.12
04/30/2008	87971	LEVANDER, GILLEN & MILL	Client 81000E	446-5915-746.30-42	0315	4/2008 * Total	10,211.70 10,211.70
				97 Checks	** Fund Total		103,760.19
				1 Checks	** Fund Total		88.42
				1 Checks	** Fund Total		12,343.60
				1 Checks	** Fund Total		12,343.60
				1 Checks	** Fund Total		691.70
				4 Checks	** Fund Total		737.37
				1 Checks	** Fund Total		6,918.89

City of Inver Grove Heights
CHECK REGISTER BY FUND

Prepared: 05/07/2008, 12:52:22
Program: GM179L
Bank: 00 City of Inver Grove Heights

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
				2 Checks	** Fund Total		29,548.82
04/30/2008	87910	ACE PAINT & HARDWARE	cust 1126	501-7100-512.60-16		4/2008	35.08
			cust 1126	501-7100-512.60-16		4/2008	16.05
			cust 1126	501-7100-512.60-16		4/2008	3.72
						* Total	54.85
04/30/2008	87913	AMERICAN WATER WORKS AS	cust 454246	501-7100-512.60-16		4/2008	61.50
						* Total	61.50
04/30/2008	87921	AUTOMATIC SYSTEMS CO.	cust inve01	501-7100-512.40-42		4/2008	767.55
						* Total	767.55
04/30/2008	87923	BARTLEY SALES COMPANY	cust ctyin	501-7100-512.40-40		4/2008	628.35
						* Total	628.35
04/30/2008	87938	DALCO CORPORATION	cust 1020261	501-7100-512.60-11		4/2008	269.08
			cust 1020261	501-7100-512.60-12		4/2008	441.98
						* Total	711.06
04/30/2008	87945	G & K SERVICES	cust 7494701	501-7100-512.60-45		4/2008	25.77
						* Total	25.77
04/30/2008	87949	GRAYBAR	cust 101705	501-7100-512.60-16		4/2008	112.29
			acct 101705	501-7100-512.60-16		4/2008	171.88
						* Total	284.17
04/30/2008	87952	HD SUPPLY WATERWORKS LT	cust 099872	501-7100-512.75-50		4/2008	3,241.09
			cust 099872	501-7100-512.40-43		4/2008	285.42
			cust 099872	501-7100-512.40-43		4/2008	86.40
						* Total	3,612.91
04/30/2008	87973	MAXIMUM GRAPHICS	cust 2173	501-7100-512.50-30		4/2008	459.02
						* Total	459.02
04/30/2008	87978	MN GLOVE & SAFETY, INC.	cust ctinvp	501-7100-512.60-65		4/2008	11.97
						* Total	11.97
04/30/2008	87981	MN LIFE INSURANCE CO	policy 0027324	501-7100-512.20-62		4/2008	50.87
						* Total	50.87
04/30/2008	87988	SHERWIN-WILLIAMS	acct 668254535	501-7100-512.60-16		4/2008	30.81
						* Total	30.81
04/30/2008	87999	TKDA	city of inver grove	501-7100-512.30-70		4/2008	1,185.82
						* Total	1,185.82
04/30/2008	88000	TRACTOR SUPPLY CREDIT P	cust 6035301200183679	501-7100-512.60-16		4/2008	30.87
						* Total	30.87
05/07/2008	88019	ACE PAINT & HARDWARE	cust 1126	501-7100-512.60-16		5/2008	17.85
			cust 1126	501-7100-512.60-16		5/2008	18.25
			cust 1126	501-7100-512.60-16		5/2008	37.75

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
05/07/2008	88021	AMERICAN WATER WORKS AS	cust 545246	501-7100-512.50-80		5/2008	34.00
			cust 545246	501-7100-512.50-70		5/2008	1,620.00
			cust 545246	501-7100-512.50-70		5/2008	158.00
						* Total	1,812.00
05/07/2008	88052	G & K SERVICES	acct 7494701	501-7100-512.60-45		5/2008	71.79
						* Total	71.79
05/07/2008	88061	HD SUPPLY WATERWORKS LT	acct 99872	501-7100-512.40-43		5/2008	154.47
			acct 99872	501-7100-512.75-50		5/2008	320.81
						* Total	475.28
05/07/2008	88067	IDEXX DISTRIBUTION INC	acct 196824	501-7100-512.60-16		5/2008	1,176.08
			acct 196824	501-7100-512.60-16		5/2008	150.30
						* Total	1,326.38
05/07/2008	88099	NEXTEL COMMUNICATIONS	acct 842493314	501-7100-512.50-20		5/2008	449.25
						* Total	449.25
05/07/2008	88153	VIKING INDUSTRIAL CENTE	city of inver grove	501-7100-512.60-65		5/2008	19.80
						* Total	19.80
						** Fund Total	12,143.87
04/30/2008	87945	G & K SERVICES	cust 7494701	502-7200-514.60-45		4/2008	11.04
						* Total	11.04
04/30/2008	87981	MN LIFE INSURANCE CO	policy 0027324	502-7200-514.20-62		4/2008	32.74
						* Total	32.74
05/07/2008	88052	G & K SERVICES	acct 7494701	502-7200-514.60-45		5/2008	30.77
						* Total	30.77
						** Fund Total	74.55
04/30/2008	87910	ACE PAINT & HARDWARE	cust 1126	503-8400-525.40-41		4/2008	35.43
			cust 1126	503-8600-527.60-20		4/2008	29.80
						* Total	65.23
04/30/2008	87912	ALCORN BEVERAGE COMPANY	cust 834	503-8300-524.76-15		4/2008	240.37
			cust 834	503-8300-524.76-15		4/2008	291.00
						* Total	531.37
04/30/2008	87917	ARCTIC GLACIER, INC.	cust 1726134	503-8300-524.60-65		4/2008	89.20
						* Total	89.20
04/30/2008	87931	COLLEGE CITY BEVERAGE	cust 3592	503-8300-524.76-15		4/2008	478.40
						* Total	478.40
04/30/2008	87932	COVERALL OF THE TWIN CI	cust 2469	503-8500-526.40-40		4/2008	372.75-
			cust 2469	503-8500-526.40-40		4/2008	820.05

City of Inver Grove Heights
CHECK REGISTER BY FUND

Program: GM179L
Bank: 00 City of Inver Grove Heights

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
04/30/2008	87940	DEX MEDIA EAST	cust 110360619	503-8500-526.50-25		* Total	447.30
						4/2008	59.60
						* Total	59.60
04/30/2008	87942	EXPERT DOOR COMPANY INC	inverwood golf course	503-8600-527.40-40		4/2008	1,224.00
						* Total	1,224.00
04/30/2008	87947	GRAINGER	acct 855256939	503-8600-527.40-40		4/2008	359.12
						* Total	359.12
04/30/2008	87953	HEGGIES PIZZA	acct 1708	503-8300-524.76-05		4/2008	111.00
						* Total	111.00
04/30/2008	87964	JOE'S BAKERY	inverwood	503-8300-524.76-05		4/2008	39.30
			inverwood	503-8300-524.76-05		4/2008	35.55
			inverwood	503-8300-524.76-05		4/2008	34.05
			inverwood	503-8300-524.76-05		4/2008	61.95
						* Total	170.85
04/30/2008	87968	LEEF SERVICES	cust 1373080	503-8600-527.60-45		4/2008	52.16
						* Total	52.16
04/30/2008	87969	LESCO CREDIT SERVICES	cust 174637	503-8600-527.60-30		4/2008	537.29
			cust 174637	503-8600-527.60-30		4/2008	238.60
						* Total	775.89
04/30/2008	87972	M. AMUNDSON LLP	cust 902858	503-8300-524.76-05		4/2008	262.80
						* Total	262.80
04/30/2008	87977	MN DEPT OF EMPLOYMENT &	city of inver grove	503-8000-521.20-70		4/2008	5,108.64
			city of inver grove	503-8300-524.20-70		4/2008	3,951.90
			city of inver grove	503-8500-526.20-70		4/2008	4,552.00
			city of inver grove	503-8600-527.20-70		4/2008	3,478.08
						* Total	17,090.62
04/30/2008	87981	MN LIFE INSURANCE CO	policy 0027324	503-8000-521.20-62		4/2008	10.18
			policy 0027324	503-8500-526.20-62		4/2008	23.13
			policy 0027324	503-8600-527.20-62		4/2008	38.68
						* Total	71.99
04/30/2008	87995	SUMMIT FOOD EQUIPMENT S	cust 299	503-8300-524.40-42		4/2008	148.00
						* Total	148.00
04/30/2008	87996	SUPERIOR TECH PRODUCTS	inverwood golf course	503-8600-527.80-30		4/2008	8,647.80
						* Total	8,647.80
04/30/2008	87998	TIM LOCKLER'S	inverwood golf course	503-8500-526.40-40		4/2008	525.00
						* Total	525.00
04/30/2008	88001	TURFWERKS	acct t11331	503-8600-527.40-42		4/2008	84.04
						* Total	84.04

City of Inver Grove Heights
CHECK REGISTER BY FUND

Prepared: 05/07/2008, 12:52:22
Program: GM179L
Bank: 00 City of Inver Grove Heights

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
04/30/2008	88005	US FOODSERVICE	cust 223000	503-8300-524.60-65		4/2008	203.99
			cust 223000	503-8300-524.76-05		4/2008	309.56
			cust 223000	503-8300-524.60-65		4/2008	73.95
			cust 223000	503-8300-524.60-65		4/2008	167.49
			cust 223000	503-8300-524.76-05		4/2008	620.81
			cust 223000	503-8300-524.76-10		4/2008	27.30
						* Total	1,403.10
04/30/2008	88013	XCEL ENERGY	acct 5158775110	503-8600-527.40-20		4/2008	13.09
						* Total	13.09
05/07/2008	88019	ACE PAINT & HARDWARE	cust 1126	503-8500-526.60-65		5/2008	58.65
			cust 1126	503-8600-527.60-20		5/2008	9.14
						* Total	67.79
05/07/2008	88040	COVERALL OF THE TWIN CI	acct 2469	503-8500-526.40-40		5/2008	1,118.25
						* Total	1,118.25
05/07/2008	88042	CUSHMAN MOTOR COMPANY I	cust c0644	503-8400-525.40-41		5/2008	437.26
						* Total	437.26
05/07/2008	88046	DON PIEHL	inverwood golf course	503-8600-527.60-40		5/2008	172.67
						* Total	172.67
05/07/2008	88049	EXPERT DOOR COMPANY INC	inverwood golf course	503-8600-527.40-40		5/2008	600.00
						* Total	600.00
05/07/2008	88052	G & K SERVICES	cust 0157401	503-8600-527.60-45		5/2008	47.24
						* Total	47.24
05/07/2008	88054	GOLF COAST PRODUCTS	inverwood golf course	503-8500-526.40-40		5/2008	615.00
						* Total	615.00
05/07/2008	88059	HANCO CORPORATION	cust 332660	503-8600-527.60-14		5/2008	29.78
			cust 332660	503-8600-527.60-14		5/2008	65.83
						* Total	95.61
05/07/2008	88064	HOFFMAN FILTER SERVICE	inverwood golf course	503-8600-527.40-25		5/2008	50.00
						* Total	50.00
05/07/2008	88066	HSEC BUSINESS SOLUTIONS	act 7003705700116581	503-8600-527.40-42		5/2008	138.28
						* Total	138.28
05/07/2008	88082	LENTNER, GLEN	fedex - lamination	503-8600-527.60-08		5/2008	9.59
			home depot - map book	503-8600-527.60-10		5/2008	21.08
						* Total	30.67
05/07/2008	88083	LESCO CREDIT SERVICES	acct 6044062000142989	503-8600-527.60-50		5/2008	696.90
						* Total	696.90
05/07/2008	88095	NAMIFIERS	inver grove hgt-inverwood	503-8500-526.60-65		5/2008	85.98
						* Total	85.98

Program: GM179L
 Bank: 00 City of Inver Grove Heights
 CHECK REGISTER BY FUND

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
05/07/2008	88105	PGA OF AMERICA	inverwood golf course	503-8500-526.50-70		5/2008 * Total	406.00 406.00
05/07/2008	88106	PLAISTED COMPANIES, INC	cust inw1	503-8600-527.60-20		5/2008 * Total	742.50 742.50
05/07/2008	88119	RSC EQUIPMENT RENTAL	acct 667	503-8100-522.40-45		5/2008 * Total	550.47 550.47
05/07/2008	88134	STATE OF MN-DEPT OF PUB	erc id no 190710048	503-8600-527.50-70		5/2008 * Total	100.00 100.00
05/07/2008	88138	TEXTRON BUSINESS SERVIC	acct 300000820001	503-8400-525.70-30		5/2008 * Total	29,567.88 29,567.88
05/07/2008	88140	TMAX GEAR	acct 602343tg	503-8200-523.76-20		5/2008 * Total	37.34 37.34
05/07/2008	88141	TURFWERKS	cust t11331	503-8600-527.80-30		5/2008 * Total	4,425.08 4,425.08
05/07/2008	88143	TWIN CITY SAW	inverwood golf course inverwood golf course	503-8600-527.40-42 503-8600-527.40-42		5/2008 5/2008 * Total	40.28 404.85 445.13
05/07/2008	88152	VERIZON WIRELESS	acct 480568913	503-8500-526.50-20		5/2008 * Total	8.35 8.35
05/07/2008	88156	WESTSIDE EQUIPMENT	cust inverwo	503-8600-527.40-42		5/2008 * Total	111.78 111.78
05/07/2008	88161	XCEL ENERGY	acct 5157543641 acct 5157543641	503-8500-526.40-10 503-8500-526.40-20		5/2008 5/2008 * Total	452.23 700.39 1,152.62
04/30/2008	87915	APPLEBEE'S	veterans memorial comm ct	504-6100-452.60-09		4/2008 * Total	75.00 75.00
04/30/2008	87962	INDEPENDENT SCHOOL DIST	igh park & rec igh park & rec	504-6100-452.30-70 504-6100-452.30-70		4/2008 4/2008 * Total	187.27 197.31 384.58
04/30/2008	87981	MN LIFE INSURANCE CO	policy 0027324	504-6100-452.20-62		4/2008 * Total	57.65 57.65
04/30/2008	87983	NANCY'S CRAFT CAPERS LL	city of inver grove city of inver grove	504-6100-452.30-70 504-6100-452.60-09		4/2008 4/2008 * Total	30.00 6.00 36.00
04/30/2008	87991	SPORTS UNLIMITED	city of inver grove hgt	504-6100-452.30-70		4/2008 * Total	216.00 216.00
45 Checks ** Fund Total							74,313.36

City of Inver Grove Heights
CHECK REGISTER BY FUND

Prepared: 05/07/2008, 12:52:22
Program: GM179L
Bank: 00 City of Inver Grove Heights

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
05/07/2008	88035	CHAMPIONSHIP PRODUCTS	igh parks & rec igh parks & rec	504-6100-452.60-09 504-6100-452.60-09	R50250 R50250	5/2008 5/2008 * Total	132.25 54.00 186.25
05/07/2008	88065	HOFFMAN, NORMA	class canceled	504-0000-347.00-00	R31000	5/2008 * Total	23.00 23.00
05/07/2008	88069	INVER GROVE HEIGHTS SEN	SENIOR LUNCHEON	504-0000-227.10-00		5/2008 * Total	265.00 265.00
05/07/2008	88071	ISD #199	veterans memorial	504-0000-227.10-00		5/2008 * Total	72.00 72.00
05/07/2008	88074	JUAREZ, NICHOLAS	class canceled	504-0000-347.00-00	R40900	5/2008 * Total	65.00 65.00
05/07/2008	88098	NEXTEL COMMUNICATIONS	acct 302193319	504-6100-452.50-20	R90100	5/2008 * Total	87.33 87.33
05/07/2008	88103	O'CONNOR, TERI	mileage	504-6100-452.50-65	R90100	5/2008 * Total	19.88 19.88
05/07/2008	88123	SAM'S CLUB	acct 7715090065702540	504-6100-452.60-09	R90100	5/2008 * Total	5.58 5.58
05/07/2008	88139	THOMPSON, NICK	gift certificate	504-6100-452.60-09	R50280	5/2008 * Total	50.00 50.00
05/07/2008	88148	US POSTMASTER	veterans memorial	504-6100-452.50-35	R90100	5/2008 * Total	1,326.58 1,326.58
				15 Checks	** Fund Total		2,869.85
04/30/2008	87911	AL'S COFFEE COMPANY	CUST 2269 CUST 2269	505-6200-453.60-65 505-6200-453.76-10	C30100 C30300	4/2008 4/2008 * Total	224.66 292.70 517.36
04/30/2008	87914	APEC	VETERANS MEMORIAL	505-6200-453.60-16	C21000	4/2008 * Total	271.73 271.73
04/30/2008	87927	BROTZLER, ADAM	mileage	505-6200-453.50-65	C25000	4/2008 * Total	22.02 22.02
04/30/2008	87930	COCA COLA BOTTLING COMP	outlet 3291554 outlet 3291554 outlet 3291552 outlet 3291552	505-6200-453.76-10 505-6200-453.76-10 505-6200-453.76-10 505-6200-453.76-10	C30100 C30200 C30200 C30200	4/2008 4/2008 4/2008 4/2008 * Total	245.02 97.75 110.87 127.89 581.53
04/30/2008	87933	CRARY, AMY	materials for class	505-6200-453.50-80	C70000	4/2008 * Total	30.00 30.00

City of Inver Grove Heights
CHECK REGISTER BY FUND

Prepared: 05/07/2008, 12:52:22
Program: GM179L
Bank: 00 City of Inver Grove Heights

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
04/30/2008	87934	CRAWFORD DOOR SALES OF	outlet 4840	505-6200-453.40-40	C21000	4/2008 * Total	1,154.00 1,154.00
04/30/2008	87946	GRAHAM, JEN	dance staging materials	505-6200-453.40-65	C85000	4/2008 * Total	85.00 85.00
04/30/2008	87947	GRAINGER	acct 806460150 acct 806460150	505-6200-453.60-16 505-6200-453.60-16	C25000 C25000	4/2008 4/2008 * Total	70.54 537.59 608.13
04/30/2008	87951	HAWKINS, INC.	acct 108815	505-6200-453.60-15	C25000	4/2008 * Total	397.26 397.26
04/30/2008	87957	HILLYARD INC	acct 267670	505-6200-453.60-11	C25000	4/2008 * Total	2,841.19 2,841.19
04/30/2008	87961	INDELCO PLASTICS CORP	cust vet001	505-6200-453.60-16	C25000	4/2008 * Total	622.65 622.65
04/30/2008	87966	KENOW, LISA	membership-dup chrg membership-dup chrg	505-0000-207.03-00 505-0000-352.01-00	C10100	4/2008 4/2008 * Total	5.14 79.00 84.14
04/30/2008	87974	METRO GROUP INC, THE	cust inv33000	505-6200-453.60-16	C21000	4/2008 * Total	672.02 672.02
04/30/2008	87976	MIDWAY PARTY RENTAL	cust 6514502580	505-6200-453.40-65	C85000	4/2008 * Total	197.23 197.23
04/30/2008	87977	MN DEPT OF EMPLOYMENT &	city of inver grove	505-6200-453.20-70	C25000	4/2008 * Total	758.94 758.94
04/30/2008	87981	MN LIFE INSURANCE CO	policy 0027324	505-6200-453.20-62	C70000	4/2008 * Total	115.45 115.45
04/30/2008	87985	PREMIER ELECTRICAL CORP	cust 09700	505-6200-453.40-40	C25000	4/2008 * Total	1,879.00 1,879.00
04/30/2008	87986	R & R SPECIALTIES OF WI	cust ighvet	505-6200-453.40-42	C21000	4/2008 * Total	100.60 100.60
04/30/2008	87990	SPEERL, JEAN	membership -dup chrg membership -dup chrg	505-0000-207.03-00 505-0000-352.01-00	C10100	4/2008 4/2008 * Total	3.47 53.40 56.87
04/30/2008	87994	STATE OF MN-DEPT OF PUB	erc id 190710051	505-6200-453.50-70	C25000	4/2008 * Total	25.00 25.00
04/30/2008	87997	TARGET BANK	acct 9555069370	505-6200-453.60-40	C51000	4/2008 * Total	84.37 84.37
04/30/2008	88009	VISTAR CORPORATION	acct 10130236 acct 10130236	505-6200-453.76-05 505-6200-453.60-65	C30100 C30100	4/2008 4/2008	85.96 111.18

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
04/30/2008	88009	VISTAR CORPORATION	acct 10130236	505-6200-453.76-05	C30100	4/2008	388.24
			acct 10095779	505-6200-453.60-65	C16000	4/2008	51.34
			acct 10095779	505-6200-453.76-05	C30200	4/2008	201.02
			acct 10130236	505-6200-453.76-05	C30100	4/2008	477.86
			acct 10130236	505-6200-453.60-65	C30100	4/2008	54.50
			acct 10130236	505-6200-453.76-05	C30100	4/2008	242.86
			acct 10095779	505-6200-453.60-65	C16000	4/2008	95.93
			acct 10095779	505-6200-453.76-05	C30100	4/2008	199.97
					* Total		1,908.86
05/07/2008	88017	ABRAHAMSON, TAMMY	mileage	505-6200-453.50-65	C30400	5/2008	71.63
			mileage	505-6200-453.60-40	C51000	5/2008	12.62
			bday food	505-6200-453.76-05	C16000	5/2008	23.70
					* Total		107.95
05/07/2008	88035	CHAMPIONSHIP PRODUCTS	cust igh parks & rec	505-6200-453.60-45	C81000	5/2008	129.15
					* Total		129.15
05/07/2008	88060	HAWKINS, INC.	cust 108815	505-6200-453.60-15	C25000	5/2008	24.07
					* Total		24.07
05/07/2008	88063	HILLYARD INC	cust 267670	505-6200-453.60-11	C25000	5/2008	1,464.38
					* Total		1,464.38
05/07/2008	88075	KENNEDY & GRAVEN	city of inver grove	505-6200-453.30-44		5/2008	150.00
			acct 573073317	505-6200-453.50-20	C25000	5/2008	272.31
					* Total		272.31
05/07/2008	88103	O'CONNOR, TERE	mileage	505-6200-453.50-65	C10000	5/2008	29.82
					* Total		29.82
05/07/2008	88104	ORIENTAL TRADING COMPAN	acct 20867186	505-6200-453.60-65	C51000	5/2008	28.70
					* Total		28.70
05/07/2008	88107	POLAR ELECTRO INC	cust 143328	505-6200-453.76-65	C70000	5/2008	50.88
					* Total		50.88
05/07/2008	88116	RINGSIDE INC	acct 661491	505-6200-453.60-40	C70000	5/2008	241.97
					* Total		241.97
05/07/2008	88117	ROACH, RICK	mileage	505-6200-453.50-65	C25000	5/2008	15.16
					* Total		15.16
05/07/2008	88123	SAM'S CLUB	acct 7715090065702540	505-6200-453.76-05	C16000	5/2008	107.16
					* Total		107.16
05/07/2008	88126	SAM'S CLUB	acct 7715090061606950	505-6200-453.60-16	C70000	5/2008	1.46
			acct 7715090061606950	505-6200-453.60-65	C10000	5/2008	81.14
			acct 7715090061606950	505-6200-453.76-05	C30300	5/2008	153.54
			acct 7715090061606950	505-6200-453.76-10	C30300	5/2008	3.17
					* Total		239.31

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
05/07/2008	88130	SPARTAN SPECTRUM SIMLEY	veterans memorial comm	505-6200-453.50-25	C91000	5/2008 * Total	80.00 80.00
05/07/2008	88148	US POSTMASTER	veterans memorial	505-6200-453.50-35	C95000	5/2008 * Total	1,326.58 1,326.58
05/07/2008	88150	VARMA, CHANDA	guest pass returned	505-0000-207.03-00	C10500	5/2008	3.71
			guest pass returned	505-0000-352.02-00	C10500	5/2008 * Total	57.00 60.71
04/30/2008	87981	MN LIFE INSURANCE CO	policy 0027324	602-2100-415.20-62	** Fund Total	4/2008 * Total	17,473.23 1.90 1.90
05/07/2008	88079	LEAGUE OF MN CITIES INS	convenant no cmc 28781	602-2100-415.50-10		5/2008	40,735.25
			convenant no cmc 28781	602-2100-415.50-11		5/2008	26,202.00
			convenant no cmc 28781	602-2100-415.50-12		5/2008	10,943.50
			convenant no cmc 28781	602-2100-415.50-15		5/2008	681.00
			convenant no cmc 28781	602-2100-415.50-16		5/2008 * Total	2,902.50 81,464.25
05/07/2008	88093	MN SAFETY COUNCIL	city of inver grove	602-2100-415.50-70		5/2008 * Total	350.00 350.00
04/30/2008	87919	ASPEN EQUIPMENT	cust 26317	603-0000-145.50-00	3 Checks ** Fund Total	4/2008 * Total	738.17 738.17 81,816.15
04/30/2008	87920	ASTLEFORD INT'L & ISUZU	cust 1454	603-0000-145.50-00		4/2008 * Total	247.38 247.38
04/30/2008	87928	CARQUEST OF ROSEMOUNT	cust 614420	603-5300-444.40-41		4/2008	107.50
			cust 614420	603-0000-145.50-00		4/2008	19.75
			cust 614420	603-5300-444.40-41		4/2008	52.22
			cust 614420	603-0000-145.50-00		4/2008	58.19
			cust 614420	603-5300-444.40-41		4/2008	107.50
			cust 614420	603-0000-145.50-00		4/2008	6.90
			cust 614420	603-5300-444.40-41		4/2008	52.22
			cust 614420	603-0000-145.50-00		4/2008	35.57
			cust 614420	603-5300-444.60-12		4/2008 * Total	6.05 112.66
04/30/2008	87935	CUSTOM HOSE TECH	city of inver grove	603-5300-444.40-41		4/2008 * Total	112.85 112.85
04/30/2008	87943	FACTORY MOTOR PARTS COM	acct 10799	603-5300-444.40-41		4/2008 * Total	14.92 14.92
04/30/2008	87944	FORCE AMERICA, INC.	acct 366100	603-5300-444.40-41		4/2008 * Total	409.34 409.34

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
04/30/2008	87945	G & K SERVICES	cust 7494701 cust 7494701	603-5300-444.40-65 603-5300-444.60-45		4/2008 4/2008 * Total	92.54 40.61 133.15
04/30/2008	87950	HARTLAND FUEL PRODUCTS	cust 382510	603-0000-145.60-00		4/2008 * Total	27,701.39 27,701.39
04/30/2008	87959	HOME DEPOT CREDIT SERVI	cust 6035322502061959	603-5300-444.60-40		4/2008 * Total	110.04 110.04
04/30/2008	87981	MN LIFE INSURANCE CO	policy 0027324	603-5300-444.20-62		4/2008 * Total	21.42 21.42
04/30/2008	88000	TRACTOR SUPPLY CREDIT P	cust 6035301200183679	603-5300-444.60-12		4/2008 * Total	31.65 31.65
04/30/2008	88012	WHITAKER LINCOLN MERCUR	cust 4198 cust 4198	603-5300-444.40-41 603-5300-444.80-70		4/2008 4/2008 * Total	48.95 307.33 356.28
05/07/2008	88024	ASPEN EQUIPMENT	acct 26317 acct 26317	603-5300-444.80-70 603-5300-444.80-70		5/2008 5/2008 * Total	4,684.93 4,684.93 9,369.86
05/07/2008	88034	CARQUEST OF ROSEMOUNT	cust 614420 cust 614420 cust 614420 cust 614420 cust 614420 cust 614420 cust 614420	603-5300-444.40-41 603-0000-145.50-00 603-5300-444.40-41 603-5300-444.40-41 603-5300-444.40-41 603-0000-145.50-00 603-0000-145.50-00		5/2008 5/2008 5/2008 5/2008 5/2008 5/2008 5/2008 * Total	7.18 12.10 81.77 78.77 261.99 12.59 5.28 459.68
05/07/2008	88048	EMERGENCY AUTOMOTIVE TE	city of inver grove hghts inver grove hghts city	603-5300-444.40-41 603-5300-444.80-70		5/2008 4/2008 * Total	211.00 16.33- 194.67
05/07/2008	88050	FACTORY MOTOR PARTS COM	cust 10799 cust 10799	603-5300-444.40-41 603-5300-444.40-41		5/2008 5/2008 5/2008 * Total	26.00 10.92- 232.30 247.38
05/07/2008	88052	G & K SERVICES	acct 7494701 acct 7494701	603-5300-444.40-65 603-5300-444.60-45		5/2008 5/2008 * Total	92.53 40.61 133.14
05/07/2008	88059	HANCO CORPORATION	cust 332660	603-5300-444.60-40		5/2008 * Total	48.78 48.78
05/07/2008	88076	KIMBALL MIDWEST	acct 222006 acct 222006	603-0000-145.50-00 603-5300-444.60-12		5/2008 5/2008 * Total	26.20 603.22 629.42

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
05/07/2008	88077	KREMER SPRING & ALIGNME	acct city15	603-5300-444.40-41		5/2008 * Total	1,433.32 1,433.32
05/07/2008	88078	LANGULA HARDWARE INC	inver grove hgts	603-5300-444.40-41		5/2008 * Total	96.85 96.85
05/07/2008	88085	MASTER TRANSMISSION	acct 3177	603-5300-444.40-41		5/2008 * Total	786.22 786.22
05/07/2008	88102	NORTHLAND CHEMICAL CORP	acct 45025141	603-5300-444.60-11		5/2008 * Total	421.74 421.74
05/07/2008	88108	POMP'S TIRE SERVICE, IN	acct 4502557 acct 4502557	603-5300-444.60-14 603-5300-444.60-14		5/2008 5/2008 * Total	380.29 234.30 614.59
05/07/2008	88118	ROSEMOUNT SAW & TOOL CO	cust 8206	603-5300-444.40-41		5/2008 * Total	72.24 72.24
05/07/2008	88128	SNAP-ON INDUSTRIAL	cust 205346 cust 205346 cust 205346	603-5300-444.60-40 603-5300-444.60-40 603-5300-444.60-40		5/2008 5/2008 5/2008 * Total	21.97 2,470.75 219.26 2,711.98
05/07/2008	88136	SWEOPER SERVICES	city of inver grove	603-5300-444.40-41		5/2008 * Total	300.33 300.33
05/07/2008	88146	UNITED PARCEL SERVICE	shipper v4650v	603-5300-444.40-41		5/2008 * Total	14.86 14.86
05/07/2008	88162	ZEE MEDICAL SERVICE	cust 696	603-5300-444.60-65		5/2008 * Total	190.41 190.41
04/30/2008	87981	MN LIFE INSURANCE CO	policy 0027324	604-2200-416.20-62		4/2008 * Total	27.63 27.63
05/07/2008	88032	CANON BUSINESS SOLUTION	acct 1061833	604-2200-416.40-44		5/2008 * Total	165.38 165.38
05/07/2008	88033	CANON FINANCIAL SERVICE	acct 0255020	604-2200-416.40-44		5/2008 * Total	151.65 151.65
05/07/2008	88123	SAM'S CLUB	acct 771509065702540	604-2200-416.60-10		5/2008 * Total	23.18 23.18
04/25/2008	87909	US POSTMASTER	city of inver grove	605-3100-419.50-35		4/2008 * Total	1,134.30 1,134.30
04/30/2008	87922	BAARS MECHANICAL, INC.	city of inver grove	605-3100-419.40-40		4/2008	119.98
					29 Checks	** Fund Total	47,714.72
					4 Checks	** Fund Total	367.84

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
04/30/2008	87926	BROTHERS MFG	city of inver grove	605-3100-419.60-11		* Total	119.98
04/30/2008	87941	ELEERT & ASSOCIATES	inver grove heights	605-3100-419.30-70		* Total	257.05
04/30/2008	87963	JMS COMMUNICATIONS & RE	inver grove hgts	605-3100-419.30-70		* Total	67.50
04/30/2008	87981	MN LIFE INSURANCE CO	policy 0027324	605-3100-419.20-62		* Total	5,625.00
04/30/2008	87984	NS/I MECHANICAL CONTRAC	cust ctyofigh	605-3100-419.40-40		* Total	6.85
05/07/2008	88029	BETTIS, BETH	city of inver grove	605-3100-419.30-70		* Total	1,893.00
05/07/2008	88075	KENNEDY & GRAVEN	city of inver grove	605-3100-419.30-44		* Total	400.88
05/07/2008	88084	LONE OAK COMPANIES, INC	city of inver grove hgts	605-3100-419.50-35		* Total	50.00
05/07/2008	88120	RYCO SUPPLY COMPANY	cust 1032329	605-3100-419.60-11		* Total	272.87
05/07/2008	88124	SAM'S CLUB	cust 7715090063580633	605-3100-419.60-11		* Total	106.82
05/07/2008	88127	SIGNS BY TOMORROW	city of inver grove hgts	605-3100-419.30-70		* Total	141.64
05/07/2008	88148	US POSTMASTER	city of inver grove hgts	605-3100-419.50-35		* Total	141.64
05/07/2008	88159	XCEL ENERGY	acct 5142529960	605-3100-419.40-10		* Total	931.34
05/07/2008	88159	XCEL ENERGY	acct 5142529960	605-3100-419.40-20		* Total	931.34
04/30/2008	87981	MN LIFE INSURANCE CO	policy 0027324	606-1400-413.20-62		* Total	350.00
04/30/2008	87989	SOVRAN	cust city002	606-1400-413.60-10		* Total	350.00
04/30/2008	88008	VERIZON WIRELESS	cust 280581502	606-1400-413.50-20		* Total	2,248.14
15 Checks ** Fund Total							16,491.25
Total							14.43
Total							14.43
Total							1,505.91
Total							1,505.91
Total							32.00
Total							32.00

Program: GM179L
 Bank: 00 City of Inver Grove Heights

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
04/30/2008	87916	ARAMARK REFRESHMENT SER	cust 39398	702-0000-228.65-00	** Fund Total	4/2008 * Total	14.86 14.86
04/30/2008	87936	DAKOTA CTY SHERIFF'S DE	juan miranda rosales	702-0000-229.10-00	** Fund Total	4/2008 * Total	300.00 300.00
04/30/2008	87954	HENNEPIN COUNTY DISTRIC	patricia ann nolan	702-0000-229.10-00	** Fund Total	4/2008 * Total	242.00 242.00
04/30/2008	87971	LEVANDER, GILLEN & MILL	Client 81000E Client 81000E Client 81000E	702-0000-228.69-00 702-0000-229.61-00 702-0000-230.25-00	** Fund Total	4/2008 4/2008 4/2008 4/2008 * Total	523.00 4,457.80 57.00 277.00 5,314.80
04/30/2008	88011	WASHINGTON COUNTY SHERI	michael robert bouffleur fung lem ma	702-0000-229.10-00 702-0000-229.10-00	** Fund Total	4/2008 4/2008 * Total	1,000.00 400.00 1,400.00
05/02/2008	88015	WASHINGTON COUNTY SHERI	santos adrian villarreal	702-0000-229.10-00	** Fund Total	5/2008 * Total	100.00 100.00
05/07/2008	88022	ARAMARK REFRESHMENT SER	cust 315434	702-0000-228.65-00	** Fund Total	5/2008 * Total	76.51 76.51
05/07/2008	88070	INVER GROVE STORAGE	10125 courthouse blvd	702-0000-230.36-00	** Fund Total	5/2008 * Total	488.97 488.97
04/24/2008	87906	OLD WORLD PIZZA	city of inver grove	703-5500-446.50-75	** Fund Total	4/2008 * Total	319.83 319.83
04/30/2008	87925	BRINKMAN, AMY	snacks-spring clean up	703-5500-446.50-75	** Fund Total	4/2008 * Total	47.64 47.64
04/30/2008	87971	LEVANDER, GILLEN & MILL	Client 81000E	703-5500-446.30-42	** Fund Total	4/2008 * Total	2,160.80 2,160.80
04/30/2008	87981	MN LIFE INSURANCE CO	policy 0027324	703-5500-446.20-62	** Fund Total	4/2008 * Total	2.22 2.22
05/07/2008	88057	GREENMAN TECHNOLOGIES O	acct 1770 acct 1770	703-5500-446.40-25 703-5500-446.40-25	** Fund Total	5/2008 5/2008 * Total	34.00- 208.50 174.50
297 Checks *** Grand Total							419,683.73
297 Checks *** Bank Total							419,683.73
5 Checks ** Fund Total							2,704.99

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Change Order No. 8 and Pay Voucher No. 8 for City Project No. 2007-09D – South Grove Urban Street Reconstruction – Area 2

Meeting Date: May 12, 2008
 Item Type: Consent
 Contact: Scott D. Thureen, 651.450.2571
 Prepared by: Scott D. Thureen, Public Works Director
 Reviewed by: N/A *SDT* *ST*

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

PURPOSE/ACTION REQUESTED

Consider Change Order No. 8 and Pay Voucher No. 8 for City Project No. 2007-09D – South Grove Urban Street Reconstruction – Area 2.

SUMMARY

The improvements were ordered as part of the 2007 Pavement Management Program. The contract was awarded in the amount of \$2,963,971.52 to Ace Blacktop, Inc., on May 14, 2007 for City Project No. 2007-09D South Grove Urban Street Reconstruction, Area 2. The revised contract amount to date is \$2,997,014.00.

The contractor has completed the work through April 30, 2008 in accordance with the contract plans and specifications. A 1% retainage will be maintained until the project is completed. Change Order No. 8 is funded through the project contingency fund.

I recommend approval of Change Order No. 8 in the amount of \$3,000.00 and Pay Voucher No. 8 in the amount of \$6,918.89 for work on City Project No. 2007-09D – South Grove Urban Street Reconstruction Area 2.

SDT/kf

Attachments: Change Order No. 8 and Pay Voucher No. 8

CHANGE ORDER NO. 8

Project: Urban Street Reconstruction – South Grove Area 2

City Project: 2007-09D

Owner: City of Inver Grove Heights 8150 Barbara Avenue Inver Grove Heights, MN 55077	Date of Issuance: May 7, 2008
Contractor: Ace Blacktop, Inc. 7280 Dickman Trail Inver Grove Heights, MN 55076	Engineer: City of Inver Grove Heights

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

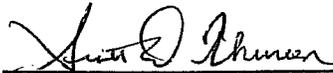
Purpose of Change Order:
 Refer to attached sheet.

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIME
Original Contract Price: \$2,963,971.52	Original Contract Time:
Previous Change Orders (No. 1, 2, 3, 4, 5, 6, 7) \$30,042.48	Net Change from Previous Change Orders
Contract Price Prior to this Change Order \$2,994,014.00	Contract Time Prior to this Change Order
Net Increase of this Change Order \$3,000.00	Net Increase (Decrease) of Change Order
Contract Price with all Approved Change Orders \$2,997,014.00	Contract Time with Approved Change Orders
Recommended	Approved
By:  Engineering Technician	By: _____ Ace Blacktop, Inc.

Approved By:

Approved By:

Date of Council Action


 Scott D. Thureen, City Engineer

 George Tourville, Mayor

 May 12, 2008

ATTACHMENT TO CHANGE ORDER NO. 8

**CITY PROJECT NO. 2007-09D
URBAN STREET RECONSTRUCTION – SOUTH GROVE AREA 2**

DESCRIPTION OF CHANGES:

Schedule 1 Due to abnormal rainfalls in September and October of 2007, the City is paying a portion for having the storm sewer lines vacuumed clean.

Total Cost of Schedule 1 \$3,000.00

TOTAL COST OF REVISIONS \$3,000.00

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Resolution Receiving Bids and Awarding Contract for the 2008 Pavement Management Program, City Project No. 2008-09B – Sealcoating

Meeting Date: May 12, 2008
Item Type: Consent
Contact: Scott D. Thureen, 651.450.2572
Prepared by: Scott D. Thureen, Public Works Director
Reviewed by: *SDT*

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

PURPOSE/ACTION REQUESTED

Consider resolution receiving bids and awarding contract to Pearson Brothers, Inc. for a bid amount of \$153,499.00 for the 2008 Pavement Management Program, City Project No. 2008-09B – Sealcoating.

SUMMARY

City Project No. 2008-09B was advertised with bids received and publicly read aloud at 10:15 a.m. on May 6, 2008. Three contractors submitted bids.

Project funding is provided through Fund 440 – the Pavement Management Capital Project Fund.

Public Works/Engineering recommends adopting the resolution receiving bids and awarding the contract for City Project No. 2008-09B – Sealcoating to Pearson Brothers, Inc. for a bid amount of \$153,499.00.

SDT/kf
Attachments: Minutes of Bid Opening
Resolution

**CITY OF INVER GROVE HEIGHTS
8150 Barbara Avenue
Inver Grove Heights, MN 55077**

Minutes of Bid Opening on Tuesday, May 6, 2008

**CITY PROJECT NO. 2008-09B
SEALCOATING PROGRAM**

Pursuant to an advertisement for bids for City Project No. 2008-09B – Sealcoating Program, an administrative meeting was held on May 6, 2008 for the purpose of bid opening. Bids were opened and read aloud.

Attending the meeting were:

Steve Dodge, Asst. City Engineer
Kathy Fischer, Public Works Support Specialist
John Schmeling, Engineering Technician
Nick Hahn, Engineering Technician

Bids were opened and read aloud as follows:

<u>Bidder</u>	<u>Bid Bond</u>	<u>Base Bid</u>
Pearson Brothers, Inc.	Yes	\$153,499.00
Astech	Yes	\$173,166.50
Allied Blacktop Co.	Yes	\$173,699.90

Submitted by:

Kathy Fischer, Public Works Support Specialist

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

**RESOLUTION RECEIVING BIDS AND AWARDING CONTRACT FOR THE 2008 PAVEMENT
MANAGEMENT PROGRAM, CITY PROJECT NO. 2008-09B – SEALCOATING TO PEARSON
BROTHERS, INC. IN THE AMOUNT OF \$153,499.00**

RESOLUTION NO. _____

WHEREAS, pursuant to an advertisement for bids for the 2008 Pavement Management Program, City Project 2008-09B, Sealcoating, bids were received, opened, read aloud, and tabulated according to law. The following bids were received complying with the advertisement:

<u>Bidder</u>	<u>Bid Bond</u>	<u>Base Bid</u>
Pearson Brothers, Inc.	Yes	\$153,499.00
Astech	Yes	\$173,166.50
Allied Blacktop Co.	Yes	\$173,699.90

WHEREAS, Pearson Brothers, Inc. is the lowest responsible bidder.

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

1. The Mayor and Clerk are hereby authorized and directed to enter into a contract with Pearson Brothers, Inc., 11079 Lamont Avenue N.E., Hanover, MN, 55341, in the name of the City of Inver Grove Heights, for City Project 2008-09B, 2008 Sealcoating Program according to plans and specifications therefore approved by the Council and on file at the Office of the City Clerk.
2. The City Clerk is hereby authorized and directed to return, forthwith, to all bidders, the deposits made with their bids except for the deposit of the successful bidder and the next lowest bidder shall be retained until the contract has been signed.
3. Project financing for the base bid shall be provided by Fund 440 Pavement Management Capital Project Fund.

Adopted by the City Council of Inver Grove Heights this 12th day of May 2008.

AYES:
NAYS:

George Tourville, Mayor

ATTEST:

Melissa Rheume, Deputy Clerk

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Resolution Authorizing Feasibility Report - 2008 Pavement Management Program, City Project No. 2008-09F – Salem Hills Farm Subdivision Street Reconstruction/Mill and Overlay

Meeting Date: May 12, 2008
 Item Type: Consent
 Contact: Scott D. Thureen, 651.450.2571
 Prepared by: Scott D. Thureen, Public Works Director
 Reviewed by: N/A *ST*

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

PURPOSE/ACTION REQUESTED

Consider resolution authorizing preparation of a feasibility report for the 2008 Pavement Management Program, City Project No. 2008-09F – Salem Hills Farm Subdivision Street Reconstruction/Mill and Overlay.

SUMMARY

The City received a letter from a resident of the Salem Hills Farm Subdivision requesting that the severely deteriorated portions of 63rd Street East be reconstructed. Staff reviewed all of the pavement ratings in the subdivision and found all of the streets to be in either the reconstruction or the mill and overlay category. As proposed at the April 28, 2008 study meeting, a feasibility study will be prepared to estimate project costs, preliminary assessment amounts and a project schedule.

I recommend approval of the attached resolution authorizing preparation of a feasibility report for the 2008 Pavement Management Program, City Project No. 2008-09F – Salem Hills Farm Subdivision Street Reconstruction/Mill and Overlay.

SDT/kf
 Attachments: Map
 Resolution

**CITY PROJECT NO. 2008-09F
MILL & OVERLAY/
RECONSTRUCTION**

62ND STE

63RD STE

BARCLAY AVE

MILL & OVERLAY

BALLANTINE AVE

BAKER

64TH STE

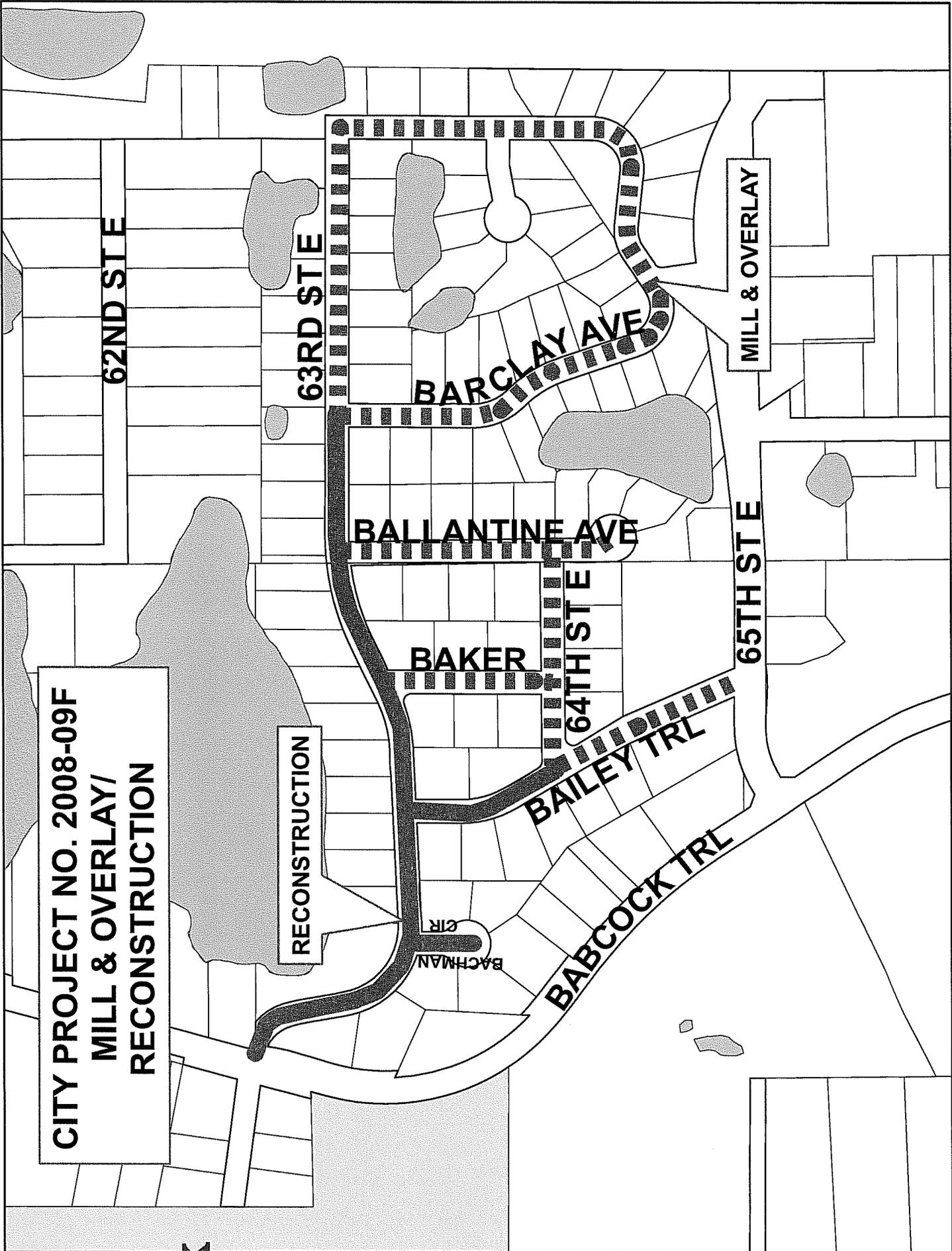
65TH STE

RECONSTRUCTION

BAILEY TRL

BACHMAN CIR

BABCOCK TRL



**CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY**

**RESOLUTION AUTHORIZING PREPARATION OF REPORT FOR THE 2008 PAVEMENT
MANAGEMENT PROGRAM, CITY PROJECT NO. 2008-09F SALEM HILLS FARM SUBDIVISION
STREET RECONSTRUCTION/MILL AND OVERLAY**

RESOLUTION NO. _____

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

2008 Pavement Management Program

City Project No. 2008-09F – Salem Hills Farm Subdivision Street Reconstruction/Mill and Overlay

The project will consist of street reconstruction on 63rd Street East from Babcock Trail to Barclay Avenue, Bachman Circle, Bailey Trail from 63rd Street East to 64th Street East. Mill and overlay on Bailey Trail from 63rd Street East to 64th Street East, Baker Street from 63rd Street East to 64th Street East, 64th Street East from Bailey Trail to Ballantine Avenue, Ballantine Avenue from 63rd Street East to the cul-de-sac, 63rd Street East from Barclay Avenue to end, and Barclay Avenue. The project includes removal of concrete curb and gutter, removal of bituminous pavement, excavation, subgrade correction, storm sewer, concrete curb and gutter, bituminous pavement, boulevard restoration and appurtenances.

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

1. That the proposed improvements be referred to the Public Works Director for study, and that he/she be instructed to report to the Council with all convenient speed, advising the Council, in a preliminary way, as to whether it would be best made, as proposed, or in connection with other improvements and the estimated cost of the improvement as recommended.
2. Staff is authorized to retain the services of a consulting engineering firm to complete the study, if necessary, due to workload.

Adopted by the City Council of Inver Grove Heights this 12th day of May 2008.

AYES:

NAYS:

George Tourville, Mayor

ATTEST:

Melissa Rheaume, Deputy Clerk

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Resolution Authorizing Feasibility Report - 2008 Pavement Management Program, City Project No. 2008-09G – Cahill Avenue/Brooks Boulevard Mill and Overlay

Meeting Date: May 12, 2008
 Item Type: Consent
 Contact: Scott D. Thureen, 651.450.2571
 Prepared by: Scott D. Thureen, Public Works Director
 Reviewed by: N/A *SAF*

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

PURPOSE/ACTION REQUESTED

Consider resolution authorizing preparation of a feasibility report for the 2008 Pavement Management Program, City Project No. 2008-09G – Cahill Avenue/Brooks Boulevard Mill and Overlay.

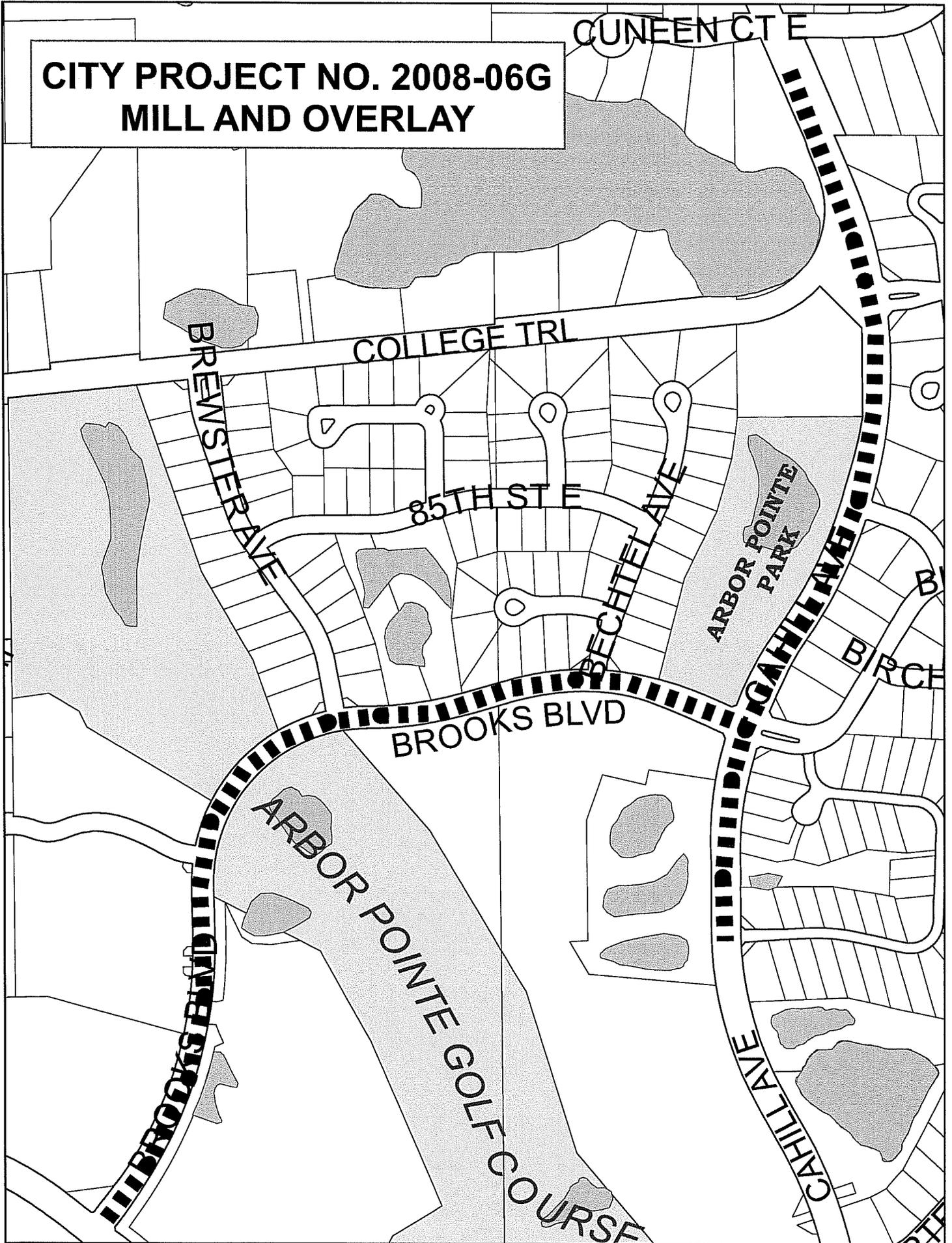
SUMMARY

The subject streets suffered severe surface deterioration this spring. The City hired American Engineering Testing to test samples of the pavement to determine the cause and to recommend the most cost-effective method of repair. The preliminary recommendation is to complete a full-width, two-inch deep milling of the existing pavement and install two-inches of new bituminous wearing course. As proposed at the April 28, 2008 study meeting, a feasibility study will be prepared to estimate project costs, preliminary assessment amounts and a project schedule.

I recommend approval of the attached resolution authorizing preparation of a feasibility report for the 2008 Pavement Management Program, City Project No. 2008-09G – Cahill Avenue/Brooks Boulevard Mill and Overlay.

SDT/kf
 Attachments: Map
 Resolution

**CITY PROJECT NO. 2008-06G
MILL AND OVERLAY**



**CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY**

**RESOLUTION AUTHORIZING PREPARATION OF REPORT FOR THE 2008 PAVEMENT
MANAGEMENT PROGRAM, CITY PROJECT NO. 2008-09G CAHILL AVENUE/BROOKS
BOULEVARD MILL AND OVERLAY**

RESOLUTION NO. _____

WHEREAS, it is proposed to make improvements and fund them from the Pavement Management Capital Improvement Fund and special assessments to the adjacent benefiting properties.

2008 Pavement Management Program

City Project No. 2008-09G – Cahill Avenue from a point 400 feet north of College Trail, south to Concord Boulevard, and Brooks Boulevard from Cahill Avenue to Broderick Boulevard

The project will consist of a full width, two-inch deep bituminous milling, bituminous pavement, utility structure repairs, restoration and appurtenances.

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

1. That the proposed improvements be referred to the Public Works Director for study, and that he/she be instructed to report to the Council with all convenient speed, advising the Council, in a preliminary way, as to whether it would be best made, as proposed, or in connection with other improvements and the estimated cost of the improvement as recommended.
2. Staff is authorized to retain the services of a consulting engineering firm to complete the study, if necessary, due to workload.

Adopted by the City Council of Inver Grove Heights this 12th day of May 2008.

AYES:

NAYS:

George Tourville, Mayor

ATTEST:

Melissa Rheume, Deputy Clerk

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Acquisition of 6457 Donnelly Avenue

Meeting Date: May 12, 2008
 Item Type: Consent
 Contact: Thomas J. Link: 651-450-2546
 Prepared by: Tom Link, Director of Community Development
 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

The City Council is to consider adoption of the enclosed Resolution Approving the Acquisition of Property at 6457 Donnelly Avenue.

SUMMARY

The City received a Flood Hazard Mitigation Grant from the Minnesota Department of Natural Resources (DNR) to acquire properties in the Doffing Avenue Area. The DNR funds are matched by budgeted City funds. The purpose of these funds is to acquire properties, on a voluntary basis, in the Doffing Avenue Area so that the buildings can be removed, the floodplain restored, and the area eventually redeveloped as a community park.

The City has a contract with the Dakota County Community Development Agency (CDA) to assist with the administration of the acquisition program. The CDA has sent letters to all Doffing Avenue Area property owners informing them of the voluntary acquisition program. The City and the CDA have acquired sixteen properties and received inquiries from other property owners interested in possibly selling to the City.

Russell Wivell is the owner of a single family residence at 6457 Donnelly Avenue. The property is legally described as parts of Lots 12, 13 and 14, Block 35 and part of the west half of vacated Mill Street, Inver Grove Factory Addition. Mr. Wivell contacted the CDA and requested the City to purchase the property. The property lies within the Mississippi River Floodplain and, therefore, qualifies for acquisition under the DNR grant program.

The City Council discussed this matter in June and directed the CDA and staff to proceed with a purchase agreement. The enclosed resolution would approve the acquisition of the property, through the CDA. The resolution also authorizes payment of \$145,000, the CDA's appraised fair market value, plus State deed tax and title insurance premium. One half of the funding would come from the DNR grant and the other half from the City's General Fund, as budgeted.

Staff recommends approval of the Resolution Approving the Acquisition of Property at 6457 Donnelly Avenue.

Enc: Resolution
 Map

cc: Melissa Taphorn, Dakota County Community Development Agency

CITY OF INVER GROVE HEIGHTS

DAKOTA COUNTY, MINNESOTA

RESOLUTION NO.

RESOLUTION APPROVING THE ACQUISITION OF PROPERTY
AT 6457 DONNELLY AVENUE

WHEREAS, the City has received a Flood Hazard Mitigation Grant from the Minnesota Department of Natural Resources, a Community Development Block Grant from the U.S. Department of Housing and Urban Development, and a Supplemental Environmental Program Grant from the Minnesota Pollution Control Agency for the purpose of acquiring properties in the Mississippi River Floodplain and eventually reclaiming that floodplain; and

WHEREAS, the City has used these grant monies to establish a program for the voluntary acquisition of properties along Doffing Avenue in the Mississippi River Floodplain; and

WHEREAS, Russell Wivell is the owner of a single family residence at 6457 Donnelly Avenue, legally described as Parts of Lots 12, 13 and 14, Block 35, and West ½ of vacated Mill Street adjacent lying northerly of a line parallel with and 67.12 feet North of South line of said Lot 11, Block 35, Inver Grove Factory Addition, Dakota County, Minnesota, and has requested the City to acquire their property:

WHEREAS, said property lies in the Mississippi River Floodplain:

NOW, THEREFORE, BE IT RESOLVED, THAT THE CITY COUNCIL OF THE CITY OF INVER GROVE HEIGHTS hereby approves the acquisition of 6457 Donnelly Avenue from Russell Wivell, through the offices of the Dakota County Community Development Agency; and

RESOLUTION NO. _____

NOW, THEREFORE, BE IT FURTHER RESOLVED, THAT THE CITY COUNCIL OF THE CITY OF INVER GROVE HEIGHTS hereby authorizes payment in the amount of \$145,000, plus State Deed Tax and title insurance premium, to be paid for from the Minnesota Department of Natural Resources Flood Hazard Mitigation Grant and the City's General Fund.

NOW, THEREFORE, BE IT FURTHER RESOLVED, THAT THE CITY COUNCIL OF THE CITY OF INVER GROVE HEIGHTS hereby approves the attached Purchase Agreement.

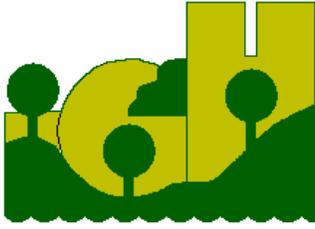
Passed by the City Council of the City of Inver Grove Heights on the _____ day of _____, 2008.

AYES:
NAYS:

George Tourville, Mayor

ATTEST:

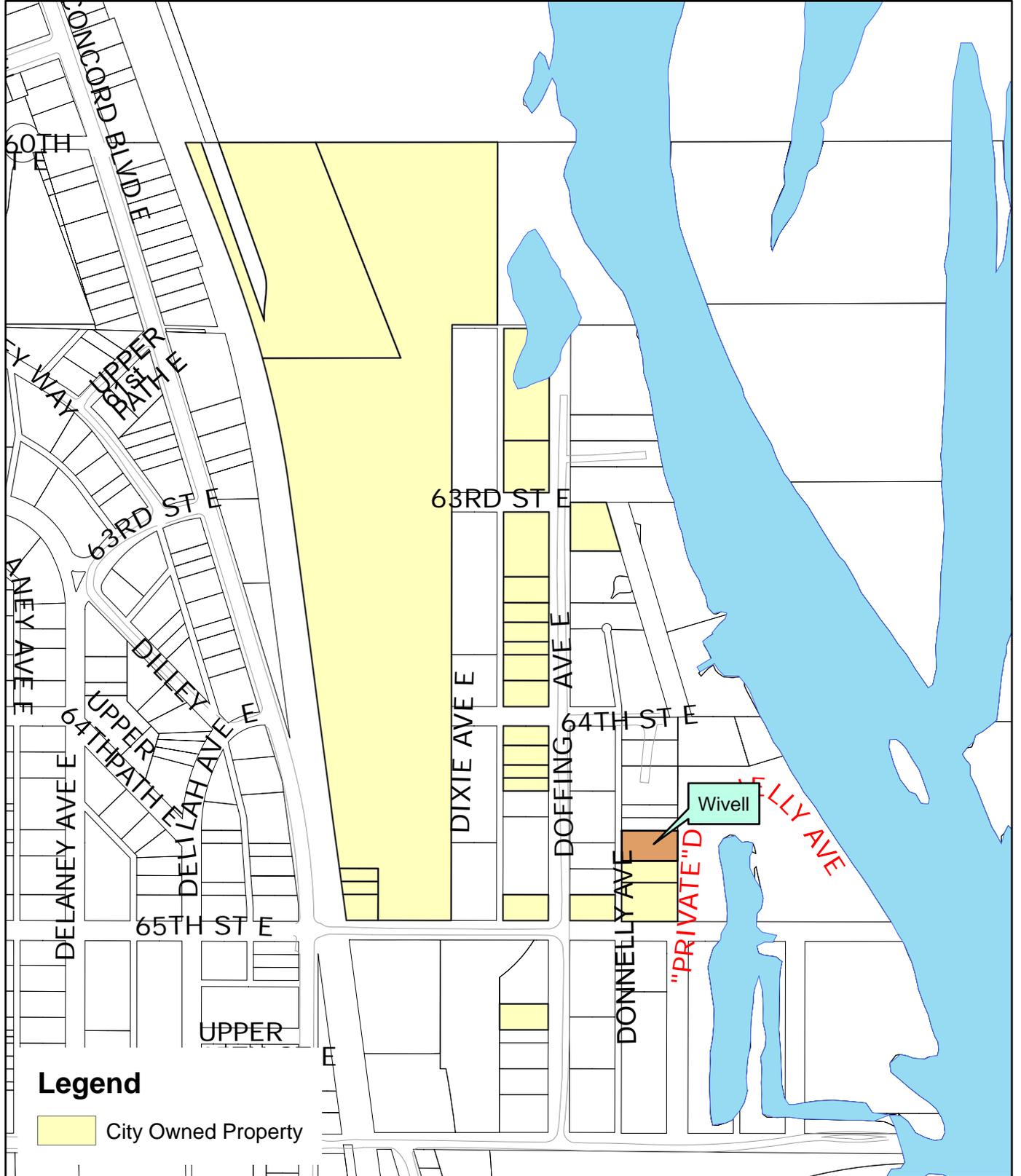
Melissa Rheaume, Deputy Clerk



Inver Grove Heights

Doffing Avenue Voluntary Acquisition Program Wivell Property

May 12, 2008



CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Meeting Date: May 12, 2008
Item Type: Consent
Contact: Judy Thill, Fire Chief
Prepared by: Judy Thill
Reviewed by: n/a

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED

Consider a revised description for the Assistant Training Officer (ATO) position in the Fire Department and adjust the compensation level from salaried to hourly.

SUMMARY

The Training Coordinator position has been vacant since Mike Wicke went on leave from the Fire Department. In early 2007, a meeting was held for the membership to provide input into the Training Department. It was determined at that meeting that there needed to be some significant changes to how training was coordinated and managed.

After that meeting, a new organizational model was adopted and the position of Training Coordinator was changed to Assistant Training Officer (ATO) and Assistant Training Officer (ATO-E) EMS.

The former Training Coordinator position required that all applicants meet the qualifications of a Captain-level officer and required this person to cover duty weekends. It also placed a lot of work on one individual. Staff is suggesting that the position be split to Assistant Training Officers to cover EMS, Prevention, Apparatus, Suppression, Rescue, and Professional Development to better spread out the work. It is also recommended the job description be changed so as not to require Captain-level qualifications or duty weekend service to create a larger pool of candidates.

Currently, the Training Coordinator’s compensation is \$1,914 annually, paid on a monthly basis. This breaks down to 15 hours a month. I propose to pay the Assistant Training Officers on an hourly basis, not to exceed 15 hours a month collectively so there would be no impact to the budget.

ADMINISTRATIVE ORGANIZATION DATA

Title: Assistant Training Officer (ATO)

Department: Fire Department

Reporting to: Training Officer

NATURE OF WORK

To provide leadership and resources for teams of firefighters in the coordination and execution of training drills in their assigned area of responsibility. Areas of responsibility will be the Apparatus, Suppression, Rescue, Prevention, and Professional Development categories. These duties will be carried out in a positive manner with the priority on safety and maximum benefit from our team training investment.

FUNCTIONAL INFORMATION

ESSENTIAL FUNCTION:

Performs research and selects training requirements to be fulfilled, provides or develops curriculum with selected training team members, provides resources and leadership for the implementation of the classroom and practical portions of training drills.

- Given the template that is the Weekly Training Team Form, ATO's will work with the selected team members, one from each station, to produce a safe and effective drill including target objectives, enabling objectives and outcome objectives.
- Resources will be identified and obtained by this team and all fire department membership will be made aware of their role in the training by the ATO prior to conduction of the drill.
- ATO's will attend the training providing leadership and support to the training team members.
- Preparing and completing all aspects of the training drill and associated paperwork required of the team, including process and outcome evaluation, will be the responsibility of the ATO.

Communicates with the Training Officer, fire department staff, and the training team members.

- Attends and participates in Training Division meetings, work sessions, and other meetings as requested by the Training Officer or the Fire Chief.
- Provides necessary completed documentation of process and progress at meetings, taking a proactive approach to the training requirements.

Assumes additional training responsibilities as assigned

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
- Two yeas experience with the IGHFD
- Two years of experience within the fire department training system
- Additional professional development above training system requirements
- 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.
- Ability to listen and follow direction as well as lead and be decisive.
- Desire to promote positive interaction between members providing training in the most safe and effective manner.
- Courage to be creative and innovative in all aspects of their duties.

ADMINISTRATIVE ORGANIZATION DATA

Title: Assistant Training Officer EMS (ATO)

Department: Fire Department

Reporting to: Training Officer

NATURE OF WORK

To provide leadership and resources for teams of firefighters in the coordination and execution of training drills in their assigned area of responsibility. Area of responsibility will be the Emergency Medical Services category. These duties will be carried out in a positive manner with the priority on safety and maximum benefit from our team training investment.

FUNCTIONAL INFORMATION

ESSENTIAL FUNCTION:

Performs research and selects training requirements to be fulfilled, provides or develops curriculum with selected training team members, provides resources and leadership for the implementation of the classroom and practical portions of training drills.

- Given the template that is the Weekly Training Team Form, ATO's will work with the selected team members, one from each station, to produce a safe and effective drill including target objectives, enabling objectives and outcome objectives.
- Resources will be identified and obtained by this team and all fire department membership will be made aware of their role in the training by the ATO prior to conduction of the drill.
- ATO's will attend the training providing leadership and support to the training team members.
- Preparing and completing all aspects of the training drill and associated paperwork required of the team, including process and outcome evaluation, will be the responsibility of the ATO.

Communicates with the Training Officer, fire department staff, and the training team members.

- Attends and participates in Training Division meetings, work sessions, and other meetings as requested by the Training Officer or the Fire Chief.
- Provides necessary completed documentation of process and progress at meetings, taking a proactive approach to the training requirements.

Manages and regulates inventory of EMS supplies for rescue units and training.

Assumes additional training responsibilities as assigned

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
- MN registered EMT
- Two yeas experience with the IGHFD
- Two years of experience within the fire department training system
- Additional professional development above training system requirements
- 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.
- Ability to listen and follow direction as well as lead and be decisive.
- Desire to promote positive interaction between members providing training in the most safe and effective manner.
- Courage to be creative and innovative in all aspects of their duties.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Meeting Date: May 12, 2008
 Item Type: Consent
 Contact: Judy Thill, Fire Chief
 Prepared by: Judy Thill
 Reviewed by: n/a

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

PURPOSE/ACTION REQUESTED Consider appointing Dan Bernardy to the position of paid-on-call Training Officer with the Inver Gove Heights Fire Department.

SUMMARY

At the end of 2007, the Training Chief of the Inver Grove Heights Fire Department (IGHFD) retired from the department. After that retirement, a meeting was opened up to the membership to provide input into the Training Department. A discussion was held at that meeting to determine whether any changes needed to be made in the area of training. It was recommended by all of those in attendance that there needed to be some significant changes to how training was coordinated and managed.

After that meeting, a new organizational model was adopted and the position of Training Chief was changed to Training Officer. The former Training Chief position required all applicants to meet the qualifications of a chief-level officer, narrowing the potential pool of applicants. The new Training Officer position is more of a managerial position than a fire ground officer, so chief-level qualifications were eliminated. The new job description and compensation were approved by the Council at the March 24, 2008 meeting and the position was posted internally.

On Monday, April 28, 2008, Firefighter Dan Bernardy was interviewed for the Training Officer position by members of Human Resources staff of the City and the Inver Grove Heights Fire Department (IGHFD) and was unanimously recommended by the interview panel. Dan has been a member of the IGHFD for 20 years. His full-time work background includes positions as a fulltime Firefighter with the West St. Paul Fire Department and Deputy State Fire Marshall with the State of Minnesota.

During his tenure with the IGHFD, Dan has been heavily involved in a variety of department activities. He has served in many capacities including line Officer and Explorer Advisor. Dan brings to this Training Officer position a wealth of education and experience in the fire service as well as a passion for education and training.

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

ATTORNEYS AT LAW

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

MEMO

TO: Mayor and Councilmembers
FROM: Timothy J. Kuntz and Jay P. Karlovich, City Attorneys
DATE: May 12, 2008
RE: Southern Sanitary Sewer System Improvements
City Project 2003-03
Landowner – Gainey Realty and Investment Corporation – Parcel 42

Section 1. Background: Evergreen Land Services, Inc., the City's right-of-way acquisition agent for the Southern Sanitary Sewer System Improvements, (City Project 2003-03), has met with Gainey Realty and Investment Corporation regarding a possible resolution of the easement acquisition on its property to facilitate the construction of the Project Improvements. The City's appraisal for the Gainey Realty and Investment Corporation acquisition is \$15,200.00.

The following represents the cash settlement that Gainey Realty Investment Corporation would require to amicably grant the easement requested.

Section 2. Settlement Proposal Terms:

To amicably resolve the easement acquisition, Gainey Realty and Investment Corporation would want the following cash and in-kind compensation:

1. Cash Compensation of \$17,500.00.

Land Value per Acre (per City Appraisal): \$10,800.00.

Permanent Road Easement Area	Value of Permanent Easement	Temporary Construction Easement Area	Value of Temporary Construction Easement
5,812 sq. ft.	\$9,000.00 \$2.80/sq ft	4,604sq. ft.	\$1,500.00
Permanent Drainage and Utility Easement Area	Value of Permanent Drainage and Utility Easement	Value of Trees & Landscaping And asphalt replacement	TOTAL City offer per Appraisal
N/A	N/A	4,700.00	\$15,200.00

Landowner Settlement Offer: \$17,500.00 Total

Basis for increase: Landowner feels that both the square foot land value and the tree value are low. Landowner has incurred attorney fees to review the offer. Landowner will accept \$17,500.00 for the easement(s) requested.

This settlement offer equates to a 2.6% increase over the appraised value.

Recommendation:

In light of all relevant facts concerning the Landowner's property and in consideration of the value to the City of resolving a potential eminent domain matter for this parcel, the City's Property Acquisition Team¹ recommends acceptance of the settlement set forth herein. The City's Property Acquisition Team recommends that the City Council ratify the negotiated settlement reached between the City and Gainey Realty Investment Corporation for damages associated with City Project 2003-03 and acquisition of the easement(s).

¹ The City's Property Acquisition Team is comprised of City Staff, the Office of the City Attorney, Evergreen Land Services and Integra Real Estate Services.

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

RESOLUTION NO. 08-_____

**A RESOLUTION APPROVING THE NEGOTIATED SETTLEMENT AGREEMENT
BETWEEN GAINNEY REALTY INVESTMENT CORPORATION AND THE CITY
CONCERNING DAMAGES RELATING TO THE
GAINNEY REALTY AND INVESTMENT CORPORATION PROPERTY
(IGH PARCEL NO. 42)
RELATIVE TO CITY PROJECT 2003-03**

WHEREAS, the City of Inver Grove Heights (the “City”) has authorized the design of plans and specifications for the Southern Sanitary Sewer System Improvements, City Project 2003-03 (the “Project”);

WHEREAS, construction plans have been prepared for City of Inver Grove Heights Project No. 2003-03 which provide for the extension of sanitary sewer mains southerly along the west side of Trunk Highway 52 to the City’s southern termini near 117th Street;

WHEREAS, the Project includes drainage and utility improvements along the various corridors for the sanitary sewer main extensions described above;

WHEREAS, the City must acquire various utility, drainage and temporary construction easements for the Project;

WHEREAS, the City of Inver Grove Heights was assisted by its property acquisition consultant, Evergreen Land Services Company, for the direct purchase of the various utility, drainage and temporary construction easements for the Project;

WHEREAS, the City (and its consultant) was able to negotiate the direct purchase of the proposed easement affecting Parcel 42, owned by Gainney Realty and Investment Corporation for the monetary sum of \$17,500.00.

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

1. The negotiated settlement in the sum of \$17,500.00 concerning damages associated with the City’s acquisition of an easement over a portion of the Gainney Realty and Investment Corporation property relative to City Project 2003-03 is hereby approved.

2. Payment of the negotiated settlement amount is hereby authorized upon receipt by the City of the executed easement document.

Passed this 12th day of May, 2008.

George Tourville, Mayor

Attest:

Melissa Rheaume, Deputy City Clerk

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

PERSONNEL ACTIONS

Meeting Date: May 12, 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: Jeffrey Bauer, Amy Overturf, Amber Fox, Michael Bowman, Kyle Golden, John Buchholz, Matt Mikel, Jacob Mahoney, John Flannery, Patrick Daddario, Ken Schultz, Angela Cartegena, Judy Skadron, Rilee Cornell, Juliet Schommer, Elizabeth Thompson, and Peter Nguyen.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Resolution Receiving Bids and Awarding Contract for the 2008 Pavement Management Program, City Project No. 2008-09A – Cracksealing

Meeting Date: May 12, 2008
 Item Type: Consent
 Contact: Scott D. Thureen, 651.450.2572
 Prepared by: Scott D. Thureen, Public Works Director
 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: Pavement Management Fund

PURPOSE/ACTION REQUESTED

Consider resolution receiving bids and awarding contract to Northwest Sealing for a bid amount of \$75,861.12 for the 2008 Pavement Management Program, City Project No. 2008-09A – Cracksealing.

SUMMARY

City Project No. 2008-09A was advertised with bids received and publicly read aloud at 10:00 a.m. on May 6, 2008. Four contractors submitted bids.

Project funding is provided through Fund 440 – the Pavement Management Capital Project Fund.

Public Works/Engineering recommends adopting the resolution receiving bids and awarding the contract for City Project No. 2008-09A – Cracksealing to Northwest Sealing for a bid amount of \$75,861.12.

SDT/kf

Attachments: Minutes of Bid Opening
 Resolution

**CITY OF INVER GROVE HEIGHTS
8150 Barbara Avenue
Inver Grove Heights, MN 55077**

Minutes of Bid Opening on Tuesday, May 6, 2008

**CITY PROJECT NO. 2008-09A
CRACKSEALING PROGRAM**

Pursuant to an advertisement for bids for City Project No. 2008-09A – Cracksealing Program, an administrative meeting was held on May 6, 2008 for the purpose of bid opening. Bids were opened and read aloud.

Attending the meeting were:

Steve Dodge, Asst. City Engineer
Kathy Fischer, Public Works Support Specialist
John Schmeling, Engineering Technician
Nick Hahn, Engineering Technician

Bids were opened and read aloud as follows:

<u>Bidder</u>	<u>Bid Bond</u>	<u>Base Bid</u>
Fahrner Asphalt Sealers	Yes	\$104,299.40
Astech	Yes	\$151,795.60
Precision Sealcoating	Yes	\$160,787.40

Submitted by:



Kathy Fischer, Public Works Support Specialist

CITY OF INVER GROVE HEIGHTS
8150 Barbara Avenue
Inver Grove Heights, MN 55077

Minutes of Bid Opening on Tuesday, May 6, 2008

CITY PROJECT NO. 2008-09A
CRACKSEALING PROGRAM

Pursuant to an advertisement for bids for City Project No. 2008-09A – Cracksealing Program, an administrative meeting was held on May 6, 2008 for the purpose of bid opening. Bids were opened and read aloud.

One bid (by Northwest Sealing) had been discovered in the mail bin after the bids were opened. The bid was valid and had been submitted before the 10:00 a.m. bid opening on May 6, 2008; therefore, the bid should be considered. The bids were then reopened at 12:45 and these minutes are amended to include the bid by Northwest Sealing.

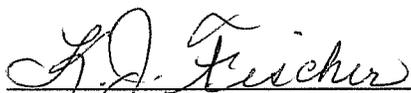
Attending the meeting were:

Scott D. Thureen, Public Works Director
Kathy Fischer, Public Works Support Specialist

Bids were opened and read aloud as follows:

<u>Bidder</u>	<u>Bid Bond</u>	<u>Base Bid</u>
Northwest Sealing	Yes	\$ 75,861.12
Fahrner Asphalt Sealers	Yes	\$104,299.40
Astech	Yes	\$151,795.60
Precision Sealcoating	Yes	\$160,787.40

Submitted by:



Kathy Fischer, Public Works Support Specialist

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

**RESOLUTION RECEIVING BIDS AND AWARDING CONTRACT FOR THE 2008 PAVEMENT
MANAGEMENT PROGRAM, CITY PROJECT NO. 2008-09A – CRACKSEALING TO NORTHWEST
SEALING IN THE AMOUNT OF \$75,861.12**

RESOLUTION NO. _____

WHEREAS, pursuant to an advertisement for bids for the 2008 Pavement Management Program, City Project 2008-09A, Cracksealing, bids were received, opened, read aloud, and tabulated according to law. The following bids were received complying with the advertisement:

<u>Bidder</u>	<u>Bid Bond</u>	<u>Base Bid</u>
Northwest Sealing	Yes	\$ 75,861.12
Fahrner Asphalt Sealers	Yes	\$104,299.40
Astech	Yes	\$151,795.60
Precision Sealcoating	Yes	\$160,787.40

WHEREAS, Northwest Sealing is the lowest responsible bidder.

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

1. The Mayor and Clerk are hereby authorized and directed to enter into a contract with Northwest Sealing, 1441 Lind Road, Cloquet, MN 55720, in the name of the City of Inver Grove Heights, for City Project 2008-09A, 2008 Cracksealing Program according to plans and specifications therefore approved by the Council and on file at the Office of the City Clerk.
2. The City Clerk is hereby authorized and directed to return, forthwith, to all bidders, the deposits made with their bids except for the deposit of the successful bidder and the next lowest bidder shall be retained until the contract has been signed.
3. Project financing for the base bid shall be provided by Fund 440 Pavement Management Capital Project Fund.

Adopted by the City Council of Inver Grove Heights this 12th day of May 2008.

AYES:

NAYS:

George Tourville, Mayor

ATTEST:

Melissa Rheaume, Deputy Clerk

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Public Hearing to Consider Ordering City Project No. 2008-09C – Mill and Overlay

Meeting Date: May 12, 2008
 Item Type: Public Hearing
 Contact: Scott Thureen 651.450.2571
 Prepared by: Steve Dodge, Assistant City Engineer
 Reviewed by: Scott Thureen

SWD

SAT

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED

Consider a resolution ordering the project, authorizing and approving the plans and specifications, and authorizing advertisement for bids in accordance with the 2008 Pavement Management Program for City Project No. 2008-09C –Mill and Overlay Project.

SUMMARY

The project was initiated by the City Council as part of the City’s Pavement Management Program (PMP). The bituminous mill and overlay of Cenex Drive will include a full street width 2-inch deep mill, miscellaneous curb replacement, storm casting adjustments, miscellaneous street repair, new pedestrian ramps, replacement of disturbed traffic signal loop detectors, 2-inch bituminous overlay, and striping.

Cenex Drive was constructed in 1981. The average pavement condition index (PCI) for Cenex Drive is 36 out of a possible 100. Any rating between a PCI of 35 and 66 warrants a mill and overlay as determined by City policy for the PMP. Staff recommends a mill and overlay as a part of the PMP based on the current PCI rating for the street, staff street inspections, and the life cycle of the street.

The total estimated project cost is \$155,690 including contingencies. Funding sources include the Pavement Management Fund and special assessments.

Staff have contacted the two land owners and have verified they have received the feasibility report, notice of public hearing, and have offered to meet with the owners.

I recommend approval of a resolution ordering the project, authorizing and approving the plans and specifications, and authorizing advertisement for bids in accordance with the 2008 Pavement Management Program for City Project No. 2008-09C Mill and Overlay Project.

SDT/kf

- Attachment: Resolution
 Exhibit 1 Location Map
 Table 2 Preliminary Assessments

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

**RESOLUTION ORDERING IMPROVEMENTS, AUTHORIZING AND APPROVING THE PLANS
AND SPECIFICATIONS, AND AUTHORIZING ADVERTISEMENT FOR BIDS FOR CITY
PROJECT NO. 2008-09C, 2008 PAVEMENT MANAGEMENT PROGRAM – MILL AND OVERLAY
PROJECT**

RESOLUTION NO. _____

WHEREAS, a resolution passed by the City Council on the 14th day of April 2008 called for a Council hearing on the proposed improvement project, City Project No. 2008-09C, 2008 Pavement Management Program – Mill and Overlay Project; and

WHEREAS, published notice was given pursuant to Minnesota Statute 429.031, and the hearing was held thereon on the 12th day of May 2008, at which time all persons desiring to be heard were given an opportunity to be heard thereon; and

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

1. Such improvement is hereby ordered as proposed in this Council resolution adopted May 12, 2008.
2. The plans and specifications of City Project No. 2008-09C are hereby authorized and approved.
3. The City Engineer is hereby authorized to advertise for bids with respect to City Project No. 2008-09C.
4. 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 12th day of May 2008.

AYES:

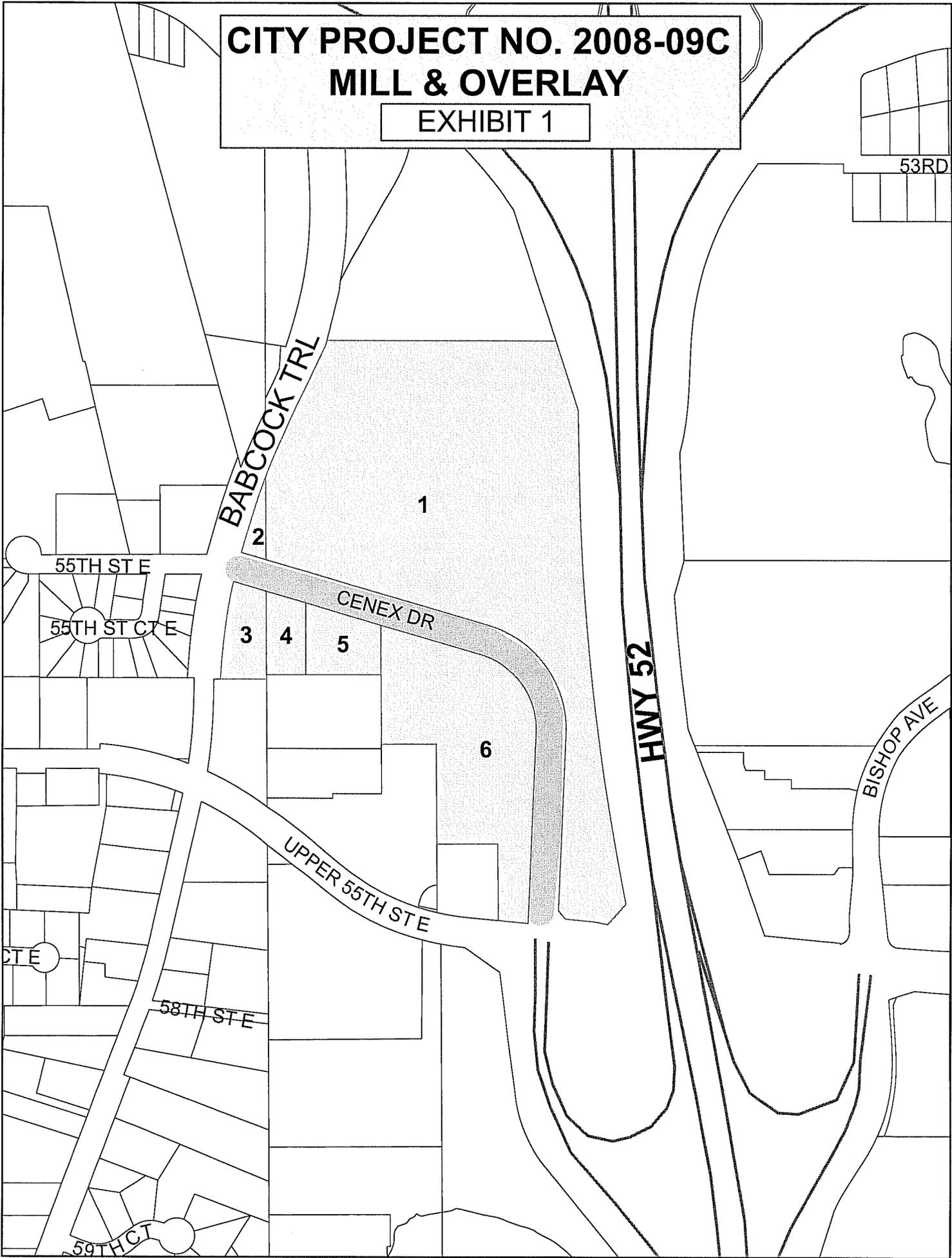
NAYS:

George Tourville, Mayor

ATTEST:

Melissa Rheaume, Deputy Clerk

CITY PROJECT NO. 2008-09C
MILL & OVERLAY
EXHIBIT 1



**TABLE 2
CITY PROJECT NO. 2008-09C - MILL AND OVERLAY
PRELIMINARY ASSESSMENT ROLL**

MAP NO.	TAX PIN	OLNAME	TYPE	TOTAL FRONT FOOT	CORNER CREDIT	FRONT FOOT W/ CORNER CREDIT	ASSESSMENT RATE	TOTAL ASSESSMENT AMOUNT
1	201670002102	FARMERS UNION CENT	Commercial	1929.86	135.00	1794.86	\$24.15	\$43,345.89
2	201670002102	FARMERS UNION CENT	Commercial	85.54	0.00	85.54	\$24.15	\$2,065.82
3	201670103001	FARMERS UNION CENT	Commercial	108.22	0.00	108.22	\$24.15	\$2,613.54
4	201670103001	FARMERS UNION CENT	Commercial	136.76	0.00	136.76	\$24.15	\$3,302.83
5	201670102001	FARMERS UNION CENT	Commercial	264.50	0.00	264.50	\$24.15	\$6,387.67
6	201670101001	GROUP HEALTH PLAN	Commercial	1326.91	135.00	1191.91	\$24.15	\$28,784.70
TOTAL:								\$86,500.45

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

RECEIVE AND APPROVE SCHEMATIC DESIGN REPORT

Meeting Date: May 12, 2008
Item Type: Regular
Contact: Jenelle Teppen
Prepared by:
Reviewed by:

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

PURPOSE/ACTION REQUESTED Receive and approve Schematic Design Report dated April 3, 2008.

SUMMARY The City Council contracted with the architectural firm of the BKV Group in late 2007 to prepare a Schematic Design for a Public Safety Addition and City Hall Remodel.

That Schematic Design has been completed and reviewed by Staff, the City Facilities Task Force and the City Council.

Approval of the Schematic Design in no way obligates the Council to move forward to the next step of design, approval signals completion of this step.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

CONSIDER THE ATTACHED REQUEST FOR PROPOSALS

Meeting Date: May 12, 2008
 Item Type: Regular
 Contact: Jenelle Teppen
 Prepared by:
 Reviewed by:

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED Consider the attached RFP for Project Management Services for the proposed Public Safety Addition/City Hall Expansion.

SUMMARY Staff has drafted the attached RFP for Project Management Services for the proposed Public Safety Addition/City Hall Expansion. We looked at a number of RFP’s from various public and private organizations and have drafted the attached. Almost every example RFP we looked at called the service provided something different – from Construction Manager to Owner’s Representative to Project Manager with slight variances. The example RFP for Project Manager Services seemed to fit with what we are looking for this proposed project most closely.

In the meantime, Staff suggests the Council consider authorizing the RFP for advertisement. We feel strongly that both the City and the project would benefit by having a dedicated project manager to coordinate and collaborate with the various parties involved (architect, contractor/s, staff, etc.).

Suggested schedule for the RFP process:

Begin Advertisement	May 13
Submission deadline	May 30
Review proposals	June 2
Interviews and Reference Checks	June 9
Council Action	June 23

Following the discussion with the Council this past Monday evening we are in the process of drafting responses to various questions and a schedule. We will distribute that next Friday in your packets. In the meantime though, we anticipate that the Public Hearing on the Intention to Issue Capital Improvement Bonds will be held on June 23rd.

**City of Inver Grove Heights
Public Safety Addition /
City Hall Renovation Project**

Request for Proposal

Project Management Services

Issue Date: May 13, 2008
Response Due Date: 1:00 p.m., May 30, 2008

PROJECT PROFILE

The City of Inver Grove Heights has plans to expand their current City Hall facility. The expansion includes a new Public Safety facility and a renovation to the existing City Hall building.

PROJECT SCHEDULE

The project will occur in two phases. The first phase will include the construction of the Public Safety facility. Immediately following completion of that piece, renovation of City Hall will take place. Construction is anticipated to begin in the spring of 2009 and conclude in late 2010.

With the current project status at the completion of Schematic Design, Design Development not yet begun, it is our desire to engage a project manager to assist in the decision making processes associated with building design and construction.

PROJECT BUDGET

The total project budget for both phases is approximately \$25 million.

PROJECT TEAM

The Project Manager will interface with and/or manage the following team members:

- City - Assistant City Administrator
- Architect – BKV Group
- Contractor – To be determined

PROJECT MANAGEMENT SERVICES

This RFP is intended to cover the City's project management needs for oversight and review of the design, construction and commissioning phases of the proposed project. **Please note that the current project status is between Schematic Design and Design Development.** The scope of desired services includes, but is not limited to, the following services:

- I. **Program and Plan Phase – Provide Review and Input Regarding Work Completed.**
 - a. Define project planning organization and communication structure
 - b. Assess and coordinate evaluation of building systems design
 - c. Manage program outputs and scope development documentation
 - d. Develop master budget and construction budget model
 - e. Develop master milestone and preconstruction schedule
 - f. Monitor and track project schedule and communicate suggested changes
 - g. Help define project team members' roles and responsibilities
 - h. Help define internal approval process
 - i. Serve as City's representative with Architect and general contractor
 - j. Develop appropriate communication tools to update Project Team

- II. **Design and Preconstruction Phase**
 - a. Develop RFP for City's contracted construction services for each phase is necessary
 - b. Evaluate proposals from contractors and participate in interview and selection process
 - c. Assist with contractor selection and contract negotiation for construction services
 - d. Facilitate design and pre-construction meetings

- e. Review design drawing and construction documents
- f. Manage design and contractor contracts
- g. Monitor the progress of the architect
- h. Manage governmental design approvals
- i. Solicit value design and constructability options from project team
- j. Evaluate building systems selection and potential alternates
- k. Review pertinent building cost information
- l. Coordinate all aspects of the design with the architect and the contractor
- m. Manage project scope and refinements
- n. Manage contractor's bid process and budget estimate preparation
- o. Manage contractor's preparation of construction schedule
- p. Provide master budget, schedule and scope updates
- q. Monitor work being performed by project team
- r. Monitor permitting process with contractor

III. Construction and Commissioning Phase

- a. Review and comment on construction documents prepared by the architect
- b. Provide direction with respect to design and construction cost, schedule and quality
- c. Review proposed construction schedule by general contractor
- d. Monitor construction schedule and report on schedule deviations
- e. Observe construction on a regular basis appropriate to the stage of construction
- f. Participate in weekly construction meetings
- g. Facilitate construction and design issue resolution
- h. Facilitate resolution of any permitting issues
- i. Participate in governmental related inspections
- j. Assist City in the commissioning process of the building systems. Review change order requests and make recommendations for approvals
- k. Review all payment requests
- l. Assist with "punch list" inspection and participate in final walk-through

IV. Project Close-Out

- a. Participate in post-construction evaluation meeting
- b. Participate in project close-out

V. Relocation

- a. Develop and present a two-phase relocation plan
- b. Develop a relocation checklist and schedule for all essential activities
- c. Coordinate outside vendor activities and facilitate interface with the general contractor on installation and building access issues.

VI. General

- a. Act as City's liaison with designers and contractors for the project
- b. Participate in governmental plan reviews and site inspections
- c. Represent the interests of the City in all aspects of the project

RESPONSE REQUIREMENTS

- I. General
 - A. Cover Letter – **no more than one page**

- i. Name and address of firm and primary project contact person with address, email address, telephone number and facsimile number
 - ii. Summarize your understanding of the project scope and services required. Provide a statement indicating your ability to provide timely services for this project and to meet the requirements of the proposed schedule
- B. Executive Summary – provide a one page synopsis of your proposal. Clearly state why your firm is uniquely qualified to help meet the challenging objectives for this project.

II. Team and Team Experience

- A. Explain in **no more than two pages** your experience and success executing projects through design and construction in collaboration with the owner.
- B. Please explain you firm's plan for managing the project as outlined.
- C. Describe and provide examples of the communication tools you will use to provide information to the project team and the owner.
- D. Explain your firm's experience managing similar projects with public facilities of similar size and scope.
- E. Introduce your proposed project team and highlight their experience including relevant experience and competence in performing project management services and experience on the relevant projects described above. Please provide the following information for each individual assigned to this project:
 - 1. Name
 - 2. Specific responsibilities for this project
 - 3. Minimum time commitment for this project
 - 4. Potential conflicting project commitments and priority of this project
 - 5. Experience on projects of similar size and scope (include references
 - 6. Specific qualifications applicable to this project

III. Sustainability

- A. Articulate experience working on projects involving LEED certification and sustainability

IV. Fee and Expenses

Please provide your anticipated fee and reimbursable expense (which is one selection criteria) **based on the above project schedule, budget and project management services** on a lump sum basis with a per month fee for construction duration beyond the anticipated substantial completion date if due to contractor performance outside the control of the Project Manager.

The STANDARD FORM OF AGREEMENT BETWEEN OWNER AND PROJECT MANAGER (printed AIA Document B801/CMa) will be used as the basic contract for project management services.

The City of Inver Grove Heights reserves the right to waive any irregularities in any proposal and to select the proposal evaluated to be the most advantageous to the City. The City reserves the right to disqualify any proposal or to reject all proposals if it is deemed to be in its best interest. The City and its representatives reserve the right to reject any and all proposals or to request additional information from and respondent or from all respondents.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Tobacco Free Park System Policy

Meeting Date: May 12, 2008
 Item Type: Regular Agenda
 Contact: Eric Carlson – 651.450.2587
 Prepared by: Eric Carlson
 Reviewed by: Eric Carlson – Parks & Recreation

<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

Fiscal/FTE Impact:

PURPOSE/ACTION REQUESTED

On April 28th the Council listened to a presentation by Students Against Destructive Behaviors (SADD) from Simley High School. The students are asking that the City consider a “Tobacco Free” policy for all of the parks and recreational facilities in the City of Inver Grove Heights.

SUMMARY

The Council directed staff to develop a policy that would address the issue. There was conflicting comments from the Council regarding what the policy should include. Some Council members favored a policy that prevented tobacco use while other Council members favored a policy that “asked” people to refrain from using tobacco.

There are several options for Council consideration:

Option A

Adopt the attached policy that states that the City does not allow the use of tobacco products on City owned park land, recreational facilities, and open space.

The Tobacco Free Youth would supply signs to be installed in the park system. We can choose from the following four signs:

1	2	3	4
		<div style="border: 1px solid black; padding: 10px; width: 100%;"> <p>Tobacco-Free Zone\Grounds</p> <p>No Tobacco Use</p> <p>Thank you for your cooperation</p> </div>	<div style="border: 1px solid black; padding: 10px; width: 100%;"> <p>Tobacco-Free Zone\Grounds</p> <p>No Tobacco Use</p> <p>We ask for your cooperation</p> </div>

Based on the fact that it is a “policy” there isn’t a lot that can be done to those that do not comply. If call loads allow, the Police Department can respond to calls from park users who report violators but there isn’t anything that the officer will be able to cite the individual for and realistically this type of call will receive very low attention from the police department.

As outlined in the policy, enforcement is through voluntary compliance. The Parks and Recreation Department would put together an educational campaign through the Park and

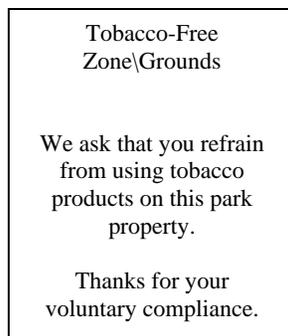
Recreation Brochure, the City newsletter *Insights*, information would be placed on our web site, and we would notify user groups of the policy. We would also install appropriate signage.

Option B

Adopt the attached policy that states that the City asks that people refrain from the use of tobacco products on City owned park land, recreational facilities, and open space.

The Tobacco Free Youth would not supply signs. It is estimated that signage would cost the City approximately \$10 - \$15 per sign and it is anticipated that we would need 250 signs (\$2,500 - \$3,750).

The sign may say something like:



In this option there really isn't anything to "enforce" as we are asking people to refrain from using tobacco products.

As outlined in the policy, enforcement is through voluntary compliance. The Parks and Recreation Department would put together an educational campaign through the Park and Recreation Brochure, the City newsletter "Insights", information would be placed on our web site, and we would notify user groups of the policy. We would also install appropriate signage.

Option C

The Council could direct staff to create an ordinance that does not allow tobacco products to be used in the park system. If an ordinance were passed, it would be enforceable and violators could be ticketed/fined.

The Council could choose an ordinance that does not allow tobacco use in those parks within a certain distance from schools or school property (where tobacco use is already prohibited). This would give the City the ability to enforce an Ordinance in those areas without impacting all of our parks; we could surely decide a reasonable distance (350 feet- it is the same as used in our zoning ordinance); it doesn't impact our golf course and limits the number of places our Police have to respond to for complaints. If it is successful and is supported in the community, we could over time expand the Ordinance to all of our parks.

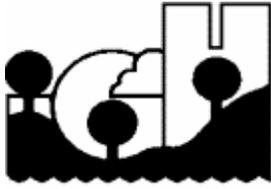
Another consideration is an Ordinance could be established and be applicable to only those parks, open spaces and natural areas within the North West Area. These parks and recreation areas have not been established yet, but when they are people will already have the expectation that the use of them is different than allowed in other parks and areas within the city.

Dakota County's Policy is as follows:

Prohibits the use of all tobacco products in County park property and recreational facilities effective June 22, 2007, except in parking lots, on roadways, individually rented campsites in County-owned or operated campgrounds, and use of tobacco as part of a traditional Native

American spiritual or cultural ceremony. The tobacco use parks policy compliance is encouraged through signage, awareness and education.

If the Council moves forward with a policy or ordinance, staff would recommend that parking lots and the golf course be exempt from the policy or ordinance.



Park & Recreation Tobacco Free Park System Policy

Option A

1. Guideline Statement

City of Inver Grove Heights Parks and Recreation Tobacco-Free Policy is designed to protect the health, welfare, and safety of our park patrons.

2. Policy Statement

The City of Inver Grove Heights is committed to the quality of life for all residents, therefore, we believe that:

- Tobacco product use in the proximity of children, youth and adults engaging in or watching recreational activities is unhealthy and detrimental to the health of others.
- Tobacco products consumed in public spaces are often discarded on the ground, thus posing a risk of ingestion to toddlers and causing a litter problem.
- As parents, leaders, coaches, and officials, we are thought of as role models and the use of tobacco products around youth has a negative effect on their lifestyle choices.

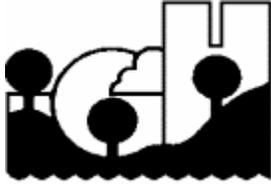
3. Tobacco-Free Facilities

The City of Inver Grove Heights does not allow the use of tobacco products on City-owned park land, recreational facilities, and open space with the exception of parking lots and Inver Wood Golf Course.

4. Compliance Procedures

The emphasis on enforcing the Tobacco-Free parks and recreation policy is through voluntary compliance:

- Appropriate City-owned park land, recreational facilities, open space will be signed.
- City of Inver Grove Heights staff will meet with activity organizations and \ or leaders or coaches to discuss the policy and to distribute flyers with the “Tobacco Free” regulations.
- City staff will make periodic observations of activity sites to monitor compliance.



Park & Recreation Tobacco Free Park System Policy

Option B

5. Guideline Statement

City of Inver Grove Heights Parks and Recreation Tobacco-Free Policy is designed to protect the health, welfare, and safety of our park patrons.

6. Policy Statement

The City of Inver Grove Heights is committed to the quality of life for all residents, therefore, we believe that:

- Tobacco product use in the proximity of children, youth and adults engaging in or watching recreational activities is unhealthy and detrimental to the health of others.
- Tobacco products consumed in public spaces are often discarded on the ground, thus posing a risk of ingestion to toddlers and causing a litter problem.
- As parents, leaders, coaches, and officials, we are thought of as role models and the use of tobacco products around youth has a negative effect on their lifestyle choices.

7. Tobacco-Free Facilities

The City of Inver Grove Heights asks that you refrain from using tobacco products on park property with the exception of parking lots and Inver Wood Golf Course.

8. Compliance Procedures

The emphasis on enforcing the Tobacco-Free parks and recreation policy is through voluntary compliance:

- Appropriate City-owned park land, recreational facilities, open space will be signed.
- City of Inver Grove Heights staff will meet with activity organizations and \ or leaders or coaches to discuss the policy and to distribute flyers with the "Tobacco Free" regulations.
- City staff will make periodic observations of activity sites to monitor compliance.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

JAMES KRECH; Property located on 62nd Street, east of Blaine Avenue

Meeting Date: May 12, 2008
 Item Type: Regular Agenda
 Contact: Allan Hunting 651.450.2554
 Prepared by: Allan Hunting, City Planner
 Reviewed by:

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

PURPOSE/ACTION REQUESTED

Consider a Resolution approving a Final Plat and Development Contract for the plat of Oakbush Third Addition

- Requires 3/5th's vote.
- 60-day deadline: July 11, 2008

SUMMARY

Mr. Krech has submitted his final plat application for Oakbush Third Addition. The plan consists of 5 total lots (4 new building sites). A development contract has also been drafted to address some of the specific conditions of preliminary approval. The only physical improvement that Mr. Krech will be constructing is the curb opening and partial driveway for the shared driveway for Lots 3 and 4. The lots would be custom graded, so no grading will occur up front. Sewer and water stubs are currently in place along Blaine Avenue for all of the proposed lots.

ANALYSIS

The final plat is consistent with the preliminary plat and all conditions of approval have been addressed or are listed in the development contract.

Condition #9 of the preliminary plat required that a utility easement be obtained by the developer over city owned property along Blaine Avenue in order to service Lot 2. There is a small parcel of land owned by the City between Blaine Avenue and proposed Lot 2. Back in 2002, the Council reviewed a list of City owned properties to sell. One of those properties is the parcel of land where an easement is required. The parcel is shown on the attached map and was know as parcel #5 in 2002. The property is 10,104 square feet in size and is unbuildable. Mr. Krech was interested in purchasing that property in 2002 and the Council adopted a resolution to sell the parcel to Mr. Krech for \$500.00. Mr. Krech was uncertain of his future plans and therefore chose not to purchase the parcel. It now makes sense for Mr. Krech to purchase the property and include it in the plat rather than obtain an easement over it for utility purposes. Staff is seeking Council direction that since the Council already passed a resolution to sell the property, would the Council again consider selling the parcel to Mr. Krech for \$500.00? If this is acceptable, the Council could waive the standard procedure for the process of selling city owned land. Staff would recommend approval of the sale as then the parcel could be combined into the plat and Lot 2 would have direct access to the existing sewer and water stub and would not need any easements from the City.

May 12, 2008
Council Memo – Oakbush Third Addition
Page 2

RECOMMENDATION

Planning Department recommends approval of the plat and sale of property to Mr. Krech.

Attachments: Final Plat Resolution
Final Plat Drawing
Development Contract
Preliminary conditions of approval
Resolution involving purchase agreement for land to Mr. Krech
Map showing excess city parcel “#5”

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

RESOLUTION NO. _____

**A RESOLUTION APPROVING A FINAL PLAT FOR THE PLAT OF OAKBUSH THIRD
ADDITION**

**CASE NO. 08-11S
(James Krech)**

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

Lot 1, Block 2, and Outlot A, Oakbush First Addition, according to the record plat thereof,

and

That part of vacated 62nd Street East dedicated in Krech's Knollwood Estates Third Addition, according to the record plat thereof, Dakota County, Minnesota, lying southeast of Lot 1, Block 2, Oakbush First Addition, according to the record plat thereof, Dakota County, Minnesota, and lying northwesterly of a line 30 feet northwesterly of the centerline of said 62nd Street.

and

Outlot A, Oakbush Second Addition, according to the record plat thereof,

and

That part of the East half of the Northwest Quarter of Section 4, Township 27, Range 22, lying south of the north 660.00 feet of said East half of the Northwest Quarter, and lying north of the north 796.54 feet of said East Half of the Northwest Quarter, and easterly of a line run parallel with and distant 40.00 feet easterly of Line 1 described below:

Line 1: Beginning at a point of intersection of the east and west quarter line of said Section 4 with a line run parallel with and distant 40.00 feet west of the north and south quarter line of said Section 4; thence run northerly on said 40.00 foot parallel line for 1370.00 feet; thence deflected to the left on a tangential curve having a radius of 816.18 feet and a delta angle of 20 degrees 49 minutes 39 seconds for 296.69 feet; thence on tangent to said curve for 150.00 feet and there terminating.

WHEREAS, a public hearing concerning the Preliminary Plat was held before the Inver Grove Heights Planning Commission in accordance with Minnesota Statutes, Section 462.357, Subdivision 3 on February 5, 2008;

WHEREAS, on February 25, 2008, the Inver Grove Heights City Council approved the preliminary plat subject to 13 conditions;

WHEREAS, the final plat application satisfies the 13 conditions of preliminary plat approval and conforms to all applicable zoning and subdivision regulations (City Code Sections 510 and 515) and other standards applied by the City in the platting of property.

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

1. No individual driveway access shall be allowed for Lots 3 and 4. Lots 3 and 4 shall be required to use one shared access.

BE IT FURTHER RESOLVED BY THE CITY COUNCIL, that the Mayor and Deputy Clerk are hereby authorized to execute the Final Plat and Development Contract.

Passed this 12th day of May, 2008.

AYES:
NAYS:

George Tourville, Mayor

ATTEST:

Melissa Rheaume, Deputy Clerk

DEVELOPMENT CONTRACT
FOR PLAT OF
OAKBUSH THIRD ADDITION

INDEX TO CITY OF INVER GROVE HEIGHTS
DEVELOPMENT CONTRACT

RECITALS

ARTICLE 1 - DEFINITIONS

- 1.1 Terms
- 1.2 City
- 1.3 Developer
- 1.4 Owner
- 1.5 Plat
- 1.6 Development Plans
- 1.7 Development Contract
- 1.8 Council
- 1.9 PWD
- 1.10 Director of PWD
- 1.11 County
- 1.12 Other Regulatory Agencies
- 1.13 Utility Companies
- 1.14 Prior Easement Holders
- 1.15 Developer Improvements
- 1.16 City improvements
- 1.17 Developer Public Improvements
- 1.18 Developer Default

1.19 Force Majeure

1.20 Developer Warranties

- A. Authority
- B. No Default
- C. Present Compliance With Laws
- D. Continuing Compliance With Laws
- E. No Litigation
- F. Full Disclosure
- G. Plat Compliance
- H. Warranty On Proper Work And Materials
- I. Obtaining Permits

1.21 Owner Warranties

- A. Authority
- B. No Default
- C. Present Compliance With Laws
- D. Continuing Compliance With Laws
- E. No Litigation
- F. Full Disclosure
- G. Plat Compliance
- H. Fee Title

1.22 City Warranties

- A. Organization and Authority

1.23 Formal Notice

ARTICLE 2 - PLAT APPROVAL

2.1 Plat Approval

2.2 Land Use

2.3 Recording of Plat

ARTICLE 3 - CITY IMPROVEMENTS

3.1 City Improvements

ARTICLE 4 - DEVELOPMENT IMPROVEMENTS

4.1 Developer Improvements

4.2 Streets

4.3 Ground Material

4.4 Grading - Drainage Plan And Easements

4.5 Street Signs

4.6 Boulevard And Area Restoration

4.7 Subdivision Monuments

4.8 Street Maintenance, Access and Repair

4.9 Occupancy

4.10 Driveways And Parking Lots

4.11 Vegetation

4.12 Landscaping

4.13 Erosion Control

ARTICLE 5 - PARK DEDICATION AND CONTRIBUTION REQUIREMENTS

5.1 Park Dedication And Contribution

ARTICLE 6 - OTHER PERMITS

6.1 Permits

ARTICLE 7 - OTHER DEVELOPMENT REQUIREMENTS

7.1 Miscellaneous Requirements

ARTICLE 8 - DEVELOPER PUBLIC IMPROVEMENTS

8.1 Approval of Contractors and Engineer

8.2 Construction

8.3 Inspection

8.4 Faithful Performance of Construction Contracts

8.5 City Acceptance

8.6 Engineering Submittals Required

ARTICLE 9 - RESPONSIBILITY FOR COSTS

9.1 Developer Improvement Costs

9.2 City Miscellaneous Expenses

9.3 Enforcement Costs

9.4 Time of Payment

ARTICLE 10 - DEVELOPMENT WARRANTIES

10.1 Statement of Developer Warranties

ARTICLE 11 - OWNER WARRANTIES

11.1 Statement of Owner Warranties

ARTICLE 12 - CITY WARRANTIES

12.1 Statement of City Warranties

ARTICLE 13 - INDEMNIFICATION OF CITY

13.1 Indemnification of City

13.2 Notice

13.3 Defense of Claim

ARTICLE 14 - CITY REMEDIES UPON DEVELOPER DEFAULT

14.1 City Remedies

14.2 No Additional Waiver Implied By One Waiver

14.3 No Remedy Exclusive

14.4 Emergency

ARTICLE 15 - ESCROW DEPOSIT

15.1 Escrow Requirement

15.2 Escrow Release And Escrow Increase; Developer Improvements

ARTICLE 16 - MISCELLANEOUS

16.1 City's Duties

16.2 No Third Party Recourse

16.3 Validity

16.4 Federal Agencies

16.5 Recording

16.6 Binding Agreement

16.7 Contract Assignment

16.8 Amendment And Waiver

16.9 Governing Law

16.10 Counterparts

16.11 Headings

16.12 Inconsistency

16.13 Access

EXHIBIT A - Legal Description Of Plat

EXHIBIT B - List of Development Plans

EXHIBIT C - Developer Improvements

EXHIBIT D - City Improvements

EXHIBIT E - Miscellaneous Requirements And Conditions Imposed By The City

EXHIBIT F - Escrow Calculation

**CITY OF INVER GROVE HEIGHTS
DEVELOPMENT CONTRACT
FOR PLAT OF OAKBUSH THIRD ADDITION**

THIS AGREEMENT, made and entered into on the 12th day of May, 2008, by and among the CITY OF INVER GROVE HEIGHTS, a municipality of the State of Minnesota, (hereinafter called the CITY), and the OWNER and DEVELOPER identified herein.

RECITALS:

WHEREAS, the DEVELOPER has applied to the CITY for approval of the PLAT;

WHEREAS, the DEVELOPER has applied to the CITY for approval of the DEVELOPMENT PLANS associated with the PLAT;

WHEREAS, in conjunction with the granting of these approvals, the CITY requires the future installation of public water extension, public sanitary sewer extension, and other facilities;

WHEREAS, under authority granted to it, including Minnesota Statutes Chapters 412, 429, and 462, the COUNCIL has agreed to approve the PLAT and DEVELOPMENT PLANS on the following conditions:

1. That the DEVELOPER enter into this DEVELOPMENT CONTRACT, which contract defines the work which the DEVELOPER undertakes to complete; and
2. The DEVELOPER shall provide an irrevocable letter of credit in the amount and with conditions satisfactory to the CITY, providing for the actual construction and installation of such improvements within the period specified by the CITY.

WHEREAS, the DEVELOPER has filed four (4) complete sets of the DEVELOPMENT PLANS with the CITY;

WHEREAS, the DEVELOPMENT PLANS have been prepared by a registered professional engineer and have been submitted to and approved by the DIRECTOR OF PWD.

NOW, THEREFORE, subject to the terms and conditions of this DEVELOPMENT CONTRACT and in reliance upon the representations, warranties and covenants of the parties herein contained, the CITY, OWNER and DEVELOPER agree as follows:

ARTICLE 1
DEFINITIONS

1.1 **TERMS.** The following terms, unless elsewhere defined specifically in the DEVELOPMENT CONTRACT, shall have the following meanings as set forth below.

1.2 **CITY.** "CITY" means the City of Inver Grove Heights, a Minnesota municipal corporation.

1.3 **DEVELOPER.** "DEVELOPER" means, individually and collectively, James H. Krech and Lora L. Krech, husband and wife, and their successors and assigns.

1.4 **OWNER.** "OWNER" means, individually and collectively, James H. Krech and Lora L. Krech, husband and wife, and their successors and assigns.

1.5 **PLAT.** "PLAT" means the plat of Oakbush Third Addition comprising the real property located in Inver Grove Heights, Dakota County, Minnesota and legally described on the attached Exhibit A.

1.6 **DEVELOPMENT PLANS.** "DEVELOPMENT PLANS" means all those plans, drawings, specifications and surveys identified and checked on the attached Exhibit B, and hereby incorporated by reference and made a part of this DEVELOPMENT CONTRACT.

1.7 **DEVELOPMENT CONTRACT.** "DEVELOPMENT CONTRACT" means this instant contract by and among the CITY, OWNER and DEVELOPER.

1.8 **COUNCIL.** "COUNCIL" means the Council of the City of Inver Grove Heights.

1.9 **PWD.** "PWD" means the Public Works Department of the City of Inver Grove Heights.

1.10 **DIRECTOR OF PWD.** "DIRECTOR OF PWD" means the Director of the Public Works Department of the City of Inver Grove Heights and his or her delegates.

1.11 **COUNTY.** "COUNTY" means Dakota County, Minnesota.

1.12 **OTHER REGULATORY AGENCIES.** "OTHER REGULATORY AGENCIES" means and includes, jointly and severally, the following:

- a.) Minnesota Department of Transportation
- b.) Dakota County
- c.) Dakota County Highway Department

- d.) Watershed District
- e.) Water Management Organization
- f.) State of Minnesota
- g.) Minnesota Department of Natural Resources
- h.) Army Corps of Engineers
- i.) any other regulatory or governmental agency or entity affected by, or having jurisdiction over the DEVELOPER IMPROVEMENTS.

1.13 UTILITY COMPANIES. "UTILITY COMPANIES" means and includes, jointly and severally, the following:

- a.) utility companies, including electric, gas and cable
- b.) pipeline companies.

1.14 PRIOR EASEMENT HOLDERS. "PRIOR EASEMENT HOLDERS" means and includes, jointly and severally, all holders of any easements or other property interests which existed prior to the grant or dedication of any public easements transferred by the PLAT or transferred pursuant to this DEVELOPMENT CONTRACT.

1.15 DEVELOPER IMPROVEMENTS. "DEVELOPER IMPROVEMENTS" means and includes, jointly and severally, all the improvements identified in Article 4 and on the attached Exhibit C.

1.16 CITY IMPROVEMENTS. "CITY IMPROVEMENTS" means and includes, jointly and severally, all the improvements identified and checked on the attached Exhibit D.

1.17 DEVELOPER PUBLIC IMPROVEMENTS. "DEVELOPER PUBLIC IMPROVEMENTS" means and includes, jointly and severally, all the improvements identified and checked on the attached Exhibit C that are further labeled "public". DEVELOPER PUBLIC IMPROVEMENTS are improvements to be constructed by the DEVELOPER within public right-of-way or within public easements and which are to be approved and later accepted by the CITY. DEVELOPER PUBLIC IMPROVEMENTS are part of DEVELOPER IMPROVEMENTS.

1.18 DEVELOPER DEFAULT. "DEVELOPER DEFAULT" means and includes, jointly and severally, any of the following or any combination thereof:

- a.) failure by the DEVELOPER to timely pay the CITY any money required to be paid under the DEVELOPMENT CONTRACT;
- b.) failure by the DEVELOPER to timely construct the DEVELOPER IMPROVEMENTS according to the DEVELOPMENT PLANS and the CITY standards and specifications;
- c.) failure by the DEVELOPER to observe or perform any covenant, condition, obligation or agreement on its part to be observed or performed under this DEVELOPMENT CONTRACT;
- d.) breach of the DEVELOPER WARRANTIES.

1.19 FORCE MAJEURE. "FORCE MAJEURE" means acts of God, including, but not limited to floods, ice storms, blizzards, tornadoes, landslides, lightning and earthquakes (but not including reasonably anticipated weather conditions for the geographic area), riots, insurrections, war or civil disorder affecting the performance of work, blockades, power or other utility failures, and fires or explosions.

1.20 DEVELOPER WARRANTIES. "DEVELOPER WARRANTIES" means that the DEVELOPER hereby warrants and represents the following:

- A. **AUTHORITY.** DEVELOPER has the right, power, legal capacity and authority to enter into and perform its obligations under this DEVELOPMENT CONTRACT, and no approvals or consents of any persons are necessary in connection with the authority of DEVELOPER to enter into and perform its obligations under this DEVELOPMENT CONTRACT.
- B. **NO DEFAULT.** DEVELOPER is not in default under any lease, contract or agreement to which it is a party or by which it is bound which would affect performance under this DEVELOPMENT CONTRACT. DEVELOPER is not a party to or bound by any mortgage, lien, lease, agreement, instrument, order, judgment or decree which would prohibit the execution or performance of this DEVELOPMENT CONTRACT by DEVELOPER or prohibit any of the transactions provided for in this DEVELOPMENT CONTRACT.
- C. **PRESENT COMPLIANCE WITH LAWS.** DEVELOPER has complied with and is not in violation of applicable federal, state or local statutes, laws, and regulations including, without limitation, permits and licenses and any applicable zoning, environmental or other law, ordinance or regulation affecting the PLAT and the DEVELOPMENT PLANS and the DEVELOPER IMPROVEMENTS; and DEVELOPER is not aware of any pending or threatened claim of any such violation.

- D. CONTINUING COMPLIANCE WITH LAWS.** DEVELOPER will comply with all applicable federal, state and local statutes, laws and regulations including, without limitation, permits and licenses and any applicable zoning, environmental or other law, ordinance or regulation affecting the PLAT and the DEVELOPMENT PLANS and the DEVELOPER IMPROVEMENTS.
- E. NO LITIGATION.** There is no suit, action, arbitration or legal, administrative or other proceeding or governmental investigation pending, or threatened against or affecting DEVELOPER or the PLAT or the DEVELOPMENT PLANS or the DEVELOPER IMPROVEMENTS. DEVELOPER is not in default with respect to any order, writ, injunction or decree of any federal, state, local or foreign court, department, agency or instrumentality.
- F. FULL DISCLOSURE.** None of the representatives and warranties made by DEVELOPER or made in any exhibit hereto or memorandum or writing furnished or to be furnished by DEVELOPER or on its behalf contains or will contain any untrue statement of material fact or omit any material fact the omission of which would be misleading.
- G. PLAT COMPLIANCE.** The PLAT and the DEVELOPMENT PLANS comply with all CITY, COUNTY, metropolitan, state and federal laws and regulations, including but not limited to, subdivision ordinances, zoning ordinances and environmental regulations.
- H. WARRANTY ON PROPER WORK AND MATERIALS.** The DEVELOPER warrants all work required to be performed by it under this DEVELOPMENT CONTRACT against defective material and faulty workmanship for a period of two (2) years after its completion and acceptance by the CITY. During the warranty period, the DEVELOPER shall be solely responsible for all costs of performing repair work required by the CITY within thirty (30) days of notification. All trees, grass, and sod shall be warranted to be alive, of good quality, and disease free for one year after planting. Any replacements shall be similarly warranted for one year from the time of planting. In addition, the warranty period for drainage and erosion control improvements shall be for two (2) years after completion and acceptance by the City; the warranty for the drainage and erosion control improvements shall also include the obligation of the DEVELOPER to repair and correct and damage to or deficiency with respect to such improvements.
- I. OBTAINING PERMITS.** The DEVELOPER shall obtain in a timely manner and pay for all required permits, licenses and approvals, and shall meet, in a timely manner, all requirements of all applicable, local, state and federal laws and regulations which must be obtained or met before the DEVELOPER IMPROVEMENTS may be lawfully constructed.

1.21 OWNER WARRANTIES. OWNER WARRANTIES means that the OWNER hereby warrants and represents the following:

- A. **AUTHORITY.** OWNER has the right, power, legal capacity and authority to enter into and perform its obligations under this DEVELOPMENT CONTRACT, and no approvals or consents of any persons are necessary in connection with the authority of OWNER to enter into and perform its obligations under this DEVELOPMENT CONTRACT.
- B. **NO DEFAULT.** OWNER is not in default under any lease, contract or agreement to which it is a party or by which it is bound which would affect performance under this DEVELOPMENT CONTRACT. OWNER is not a party to or bound by any mortgage, lien, lease, agreement, instrument, order, judgment or decree which would prohibit the execution or performance of this DEVELOPMENT CONTRACT by OWNER or prohibit any of the transactions provided for in this DEVELOPMENT CONTRACT.
- C. **PRESENT COMPLIANCE WITH LAWS.** OWNER has complied with and is not in violation of applicable federal, state or local statutes, laws, and regulations including, without limitation, permits and licenses and any applicable zoning, environmental or other law, ordinance or regulation affecting the PLAT and the DEVELOPMENT PLANS and the DEVELOPER IMPROVEMENTS; and OWNER is not aware of any pending or threatened claim of any such violation.
- D. **CONTINUING COMPLIANCE WITH LAWS.** OWNER will comply with all applicable federal, state and local statutes, laws and regulations including, without limitation, permits and licenses and any applicable zoning, environmental or other law, ordinance or regulation affecting the PLAT and the DEVELOPMENT PLANS and the DEVELOPER IMPROVEMENTS.
- E. **NO LITIGATION.** There is no suit, action, arbitration or legal, administrative or other proceeding or governmental investigation pending, or threatened against or affecting OWNER or the PLAT or the DEVELOPMENT PLANS or the DEVELOPER IMPROVEMENTS. OWNER is not in default with respect to any order, writ, injunction or decree of any federal, state, local or foreign court, department, agency or instrumentality.
- F. **FULL DISCLOSURE.** None of the representatives and warranties made by OWNER or made in any exhibit hereto or memorandum or writing furnished or to be furnished by OWNER or on its behalf contains or will contain any untrue statement of material fact or omit any material fact the omission of which would be misleading.
- G. **PLAT COMPLIANCE.** The PLAT and the DEVELOPMENT PLANS comply with all CITY, COUNTY, metropolitan, state and federal laws and regulations, including but not limited to subdivision ordinances, zoning ordinances and environmental regulations.

H. **FEE TITLE.** The OWNER owns fee title to the property made the subject of the PLAT.

1.22 **CITY WARRANTIES.** "CITY WARRANTIES" means that the CITY hereby warrants and represents as follows:

A. **ORGANIZATION.** CITY is a municipal corporation duly incorporated and validly existing in good standing the laws of the State of Minnesota.

B. **AUTHORITY.** CITY has the right, power, legal capacity and authority to enter into and perform its obligations under this DEVELOPMENT CONTRACT.

1.23 **FORMAL NOTICE.** "FORMAL NOTICE" means notices given by one party to the other if in writing and if and when delivered or tendered either in person or by depositing it in the United States mail in a sealed envelope, by certified mail, return receipt requested, with postage and postal charges prepaid, addressed as follows:

If to CITY:
City of Inver Grove Heights
Attention: City Administrator
Inver Grove Heights City Hall
8150 Barbara Avenue
Inver Grove Heights, MN 55075

**If to DEVELOPER/
OWNER**
James H. Krech and Lora L. Krech
2585 62nd Street
Inver Grove Heights, MN 55076

or to such other address as the party addressed shall have previously designated by notice given in accordance with this Section. Notices shall be deemed to have been duly given on the date of service if served personally on the party to whom notice is to be given, or on the third day after mailing if mailed as provided above, provided, that a notice not given as above shall, if it is in writing, be deemed given if and when actually received by a party.

ARTICLE 2 **PLAT APPROVAL**

2.1. **PLAT APPROVAL.** Subject to the terms and conditions of this DEVELOPMENT CONTRACT, the recitals above, and all other applicable City Code provisions, including Chapter V of the City Code, the CITY hereby approves the recording of the PLAT. The DEVELOPMENT PLANS are hereby approved by the CITY.

2.2 LAND USE. The parties mutually acknowledge that it is the intention to develop the entire PLAT with detached single-family dwellings in accord with the zoning applicable to the platted area.

2.3 RECORDING OF PLAT. The DEVELOPER shall record the PLAT and this DEVELOPMENT CONTRACT with the COUNTY Recorder within ninety (90) days from the date of this DEVELOPMENT CONTRACT. No building permits shall be issued unless the DEVELOPER shows evidence to the CITY that the PLAT and this DEVELOPMENT CONTRACT have been recorded with the COUNTY Recorder.

ARTICLE 3 **CITY IMPROVEMENTS**

3.1 CITY IMPROVEMENTS. The CITY is not responsible for the construction of any CITY IMPROVEMENTS.

ARTICLE 4 **DEVELOPER IMPROVEMENTS**

4.1 DEVELOPER IMPROVEMENTS. The DEVELOPER shall install, at its own cost, the DEVELOPER IMPROVEMENTS in accord with the DEVELOPMENT PLANS. The DEVELOPER IMPROVEMENTS shall be completed by the dates shown on Exhibit C, except as completion dates are extended by subsequent written action of the DIRECTOR OF PWD. Failure of the CITY to promptly take action to enforce this DEVELOPMENT CONTRACT after expiration of time by which the DEVELOPER IMPROVEMENTS are to be completed shall not waive or release any rights of the CITY; the CITY may take action at any time thereafter, and the terms of this contract shall be deemed to be automatically extended until such time as the DEVELOPER IMPROVEMENTS are completed to the CITY's satisfaction.

4.2 GROUND MATERIAL. The DEVELOPER shall insure that adequate and suitable ground material shall exist in the areas of the public utility improvements and shall guarantee the removal, replacement or repair of substandard or unstable material. The cost of removal, replacement or repair is the responsibility of the DEVELOPER.

4.3 STREET MAINTENANCE, ACCESS AND REPAIR. The DEVELOPER shall clear, on a daily basis, any soil, earth or debris from the streets and wetlands within or adjacent to this PLAT resulting from the grading or building on the land within the PLAT by the DEVELOPER or its agents, and shall restore to the CITY's specifications any gravel base contaminated by mixing construction or excavation debris, or earth in it, and repair to the CITY's specifications any damage to bituminous surfacing resulting from the use of construction equipment.

Furthermore, during construction the DEVELOPER shall maintain reasonable access to any occupied buildings within the PLAT, including necessary street maintenance such as grading, graveling, patching and snow removal, prior to permanent street surfacing.

4.4 STREET OPENING PERMIT. A Street Opening Permit shall be required for approval of the private driveway location, the construction of the private driveway, and the restoration of the right-of-way. Additional Street Opening Permit requirements may apply.

4.5 OCCUPANCY. No occupancy of any building shall occur until the following have been completed:

- a.) the public water and sanitary sewer improvements have been installed on Lots 2, 3, 4 and 5, Block 1, Oakbush Third Addition.

4.6 VEGETATION. The DEVELOPER shall comply with CITY ordinances and policies related to preservation of vegetation and trees and specifically shall exercise reasonable efforts in residential areas to save mature, undiseased trees and vegetation on the subject land which do not have to be removed for the reasonable installation of buildings, streets, sidewalks, utilities or drainage improvements, construction activities related thereto, or site grading. All lots shall have a condition that tree disturbance be minimized to within twenty (20) feet of the house footprint or driveway as approved by the City. Prior to any excavation, the DEVELOPER shall mark trees with a red band prior to any excavation, and protect such trees by snow fences or other suitable enclosures. All diseased trees shall be removed according to CITY ordinance requirements.

ARTICLE 5
PARK DEDICATION AND CONTRIBUTION REQUIREMENTS

5.1 PARK DEDICATION AND CONTRIBUTION. A park dedication fee equal to \$4,011 per lot shall be paid to the CITY for Lots 2, 3, 4, and 5, Block 1, Oakbush Third Addition. The total contribution for park dedication shall be \$16,044 (\$4,011 x 4 lots = \$16,044). The park dedication fee shall be paid prior to release of the final PLAT for recording.

ARTICLE 6
OTHER PERMITS

6.1 PERMITS. The DEVELOPER shall obtain all necessary approvals, permits and licenses from the CITY, the OTHER REGULATORY AGENCIES, the UTILITY COMPANIES, and the PRIOR EASEMENT HOLDERS. Major design requirements of any such entities shall be determined prior to completion and incorporated into the DEVELOPMENT PLANS. All costs incurred to obtain the approvals, permits and licenses, and also all fines or penalties levied by any agency due to the failure of the DEVELOPER to obtain or comply with conditions of such approvals, permits and licenses, shall be paid by the DEVELOPER. The DEVELOPER shall defend and hold the CITY harmless from any action initiated by the OTHER REGULATORY AGENCIES, the UTILITY COMPANIES and the PRIOR EASEMENT HOLDERS resulting from such failures of the DEVELOPER.

ARTICLE 7
OTHER DEVELOPMENT REQUIREMENTS

7.1 MISCELLANEOUS REQUIREMENTS. Any additional requirements to approval of the PLAT and DEVELOPMENT PLANS as specified by the COUNCIL are incorporated herein, as set forth in Exhibit E.

ARTICLE 8
DEVELOPER PUBLIC IMPROVEMENTS

8.1 APPROVAL OF CONTRACTORS AND ENGINEER. Any contractor or engineer preparing plans and specifications selected by the DEVELOPER to design, construct or install any DEVELOPER PUBLIC IMPROVEMENTS must be approved in writing by the DIRECTOR OF PWD.

8.2 CONSTRUCTION. The construction, installation, materials and equipment related to DEVELOPER PUBLIC IMPROVEMENTS shall be in accord with the DEVELOPMENT PLANS. The DEVELOPER shall cause the contractors to furnish the PWD a written schedule of proposed operations, subcontractors and material suppliers, at least five (5) days prior to commencement of construction work. The DEVELOPER shall notify the CITY in writing, coordinate and hold a pre-construction conference with all affected parties at least three (3) days prior to starting construction of any DEVELOPER PUBLIC IMPROVEMENTS.

8.3 INSPECTION. The PWD or its designated representative, shall periodically inspect the work installed by the DEVELOPER, its contractors, subcontractors or agents. The DEVELOPER shall notify the PWD two (2) working days prior to the commencement of the laying of utility lines, subgrade preparation, the laying of gravel base for street construction or any other improvement work which shall be subsequently buried or covered to allow the CITY an opportunity to inspect such improvement work. Upon receipt of the notice, the City shall have a reasonable time, not to be less than three (3) working days, to inspect the improvements. Failure to notify the CITY to allow it to inspect the work shall result in the CITY's right pursuant to Article 15 to withhold the release of any portion of the escrow amount resulting from work being performed without the opportunity for adequate CITY inspection.

8.4 FAITHFUL PERFORMANCE OF CONSTRUCTION CONTRACTS. The DEVELOPER shall fully and faithfully comply with all terms of any and all contracts entered into by the DEVELOPER for the installation and construction of all of the DEVELOPER PUBLIC IMPROVEMENTS; and the DEVELOPER shall obtain lien waivers. Within thirty (30) days after FORMAL NOTICE, the DEVELOPER agrees to repair or replace, as directed by the CITY and at the DEVELOPER's sole cost and expense, any work or materials relating to DEVELOPER PUBLIC IMPROVEMENTS that within the warranty periods of Sections 1.20(H) become defective or damaged in the opinion of the CITY.

8.5 CITY ACCEPTANCE. The DEVELOPER shall give FORMAL NOTICE to the CITY within thirty (30) days once DEVELOPER PUBLIC IMPROVEMENTS have been completed in accord with this DEVELOPMENT CONTRACT and the ordinances, CITY standards and specifications and the DEVELOPMENT PLANS. The CITY shall then inspect the DEVELOPER PUBLIC IMPROVEMENTS and notify the DEVELOPER of any DEVELOPER PUBLIC IMPROVEMENTS that do not so conform. Upon compliance with this DEVELOPMENT CONTRACT and CITY ordinances, standards and specifications, and the DEVELOPMENT PLANS, the DEVELOPER PUBLIC IMPROVEMENTS shall become the property of the CITY upon FORMAL NOTICE of acceptance by the CITY. After acceptance, the DEVELOPER PUBLIC IMPROVEMENTS become the property of the CITY, and the DEVELOPER shall have no responsibility with respect to maintenance of the DEVELOPER PUBLIC IMPROVEMENTS except as provided in Sections 1.20 (H) and 10.1. If the DEVELOPER PUBLIC IMPROVEMENTS do not conform, FORMAL NOTICE shall be given to the DEVELOPER of the need for repair or replacement or, in its discretion, the CITY may proceed under Article 14.

8.6 ENGINEERING SUBMITTALS REQUIRED. One (1) blue-line copy or AUTOCAD .DWG file, of the detailed record plan "as built" drawings for the DEVELOPER IMPROVEMENTS shall be provided by the DEVELOPER in accord with CITY standards no later than 60 days after completion of the DEVELOPER IMPROVEMENTS, unless otherwise approved in writing by the DIRECTOR OF PUBLIC WORKS. The DEVELOPER must submit a blue-line copy or AUTOCAD .DWG to the CITY for final review prior to submitting final documents. In addition, the following information must be included:

1. Two ties to all curb boxes and main-line gate valves.
2. All hydrant gate valves tied back to the hydrant.
3. All ties shall be 100 feet or less.
4. Top nut elevation of all hydrants.
5. Rim and Invert elevations on all Manholes and Catch basins.
6. Apron invert elevations on all Flared End Structures.
7. Two ties to all Sewer and Water Service locations.
8. Copy of final plat shall be submitted in an electronic format (see item 10).
9. As built grading plan containing spot elevations prepared and signed by a registered engineer or registered land surveyor, in an electronic format (see item 10).
10. Final as-built information shall be submitted in an electronic format compatible with the CITY'S Geographic Information System (GIS). All information must be on the Dakota

County coordinates system. Compatible formats are AUTOCAD 2000 .DWG or .DXF files on compact disk. As-built drawings shall also be scanned and stored as images in .TIFF files on compact disk.

ARTICLE 9
RESPONSIBILITY FOR COSTS

9.1 DEVELOPER IMPROVEMENT COSTS. The DEVELOPER shall pay for the DEVELOPER IMPROVEMENTS; that is, all costs of persons doing work or furnishing skills, tools, machinery or materials, or insurance premiums or equipment or supplies and all just claims for the same; and the CITY shall be under no obligation to pay the contractor or any subcontractor any sum whatsoever on account thereof, whether or not the CITY shall have approved the contract or subcontract.

9.2 CITY MISCELLANEOUS EXPENSES. The DEVELOPER shall reimburse the CITY for all engineering, administrative, legal and other expenses incurred or to be incurred by the CITY in connection with this DEVELOPMENT CONTRACT, PLAT approval and acceptance and authorization of improvements. Bills not paid within thirty (30) days shall accrue interest at the rate of eight percent per year.

9.3 ENFORCEMENT COSTS. The DEVELOPER shall pay the CITY for costs incurred in the enforcement of this DEVELOPMENT CONTRACT, including engineering and attorneys' fees.

9.4 TIME OF PAYMENT. The DEVELOPER shall pay all bills from the CITY within thirty (30) days after billing. Bills not paid within thirty (30) days shall bear interest at the rate of 8% per year.

ARTICLE 10
DEVELOPER WARRANTIES

10.1 STATEMENT OF DEVELOPER WARRANTIES. The DEVELOPER hereby makes and states the DEVELOPER WARRANTIES.

ARTICLE 11
OWNER WARRANTIES

11.1 STATEMENT OF OWNER WARRANTIES. The OWNER hereby makes and states the OWNER WARRANTIES.

ARTICLE 12
CITY WARRANTIES

12.1 STATEMENT OF CITY WARRANTIES. The CITY hereby makes and states the CITY WARRANTIES.

ARTICLE 13
INDEMNIFICATION OF CITY

13.1 INDEMNIFICATION OF CITY. DEVELOPER shall indemnify, defend and hold the CITY, its COUNCIL, agents, employees, attorneys and representatives harmless against and in respect of any and all claims, demands, actions, suits, proceedings, losses, costs, expenses, obligations, liabilities, damages, recoveries, and deficiencies, including interest, penalties and attorneys' fees, that the CITY incurs or suffers, which arise out of, result from or relate to:

- a.) breach by the DEVELOPER of the DEVELOPER WARRANTIES;
- b.) failure of the DEVELOPER to timely construct the DEVELOPER IMPROVEMENTS according to the DEVELOPMENT PLANS and the CITY ordinances, standards and specifications;
- c.) failure by the DEVELOPER to observe or perform any covenant, condition, obligation or agreement on its part to be observed or performed under this DEVELOPMENT CONTRACT;
- d.) failure by the DEVELOPER to pay contractors, subcontractors, laborers, or materialmen;
- e.) failure by the DEVELOPER to pay for materials;
- f.) approval by the CITY of the PLAT;
- g.) approval by the CITY of the DEVELOPMENT PLANS;
- h.) failure to obtain the necessary permits and authorizations to construct the DEVELOPER IMPROVEMENTS;
- i.) construction of the DEVELOPER IMPROVEMENTS;
- j.) delays in construction of the DEVELOPER IMPROVEMENTS;
- k.) all costs and liabilities arising because building permits were issued prior to the completion and acceptance of the DEVELOPER IMPROVEMENTS.

13.2 NOTICE. Within a reasonable period of time after the CITY's receipt of actual notice of any matter giving rise to a right of payment against the CITY pursuant to Section 13.1, the CITY shall give the FORMAL NOTICE in reasonable detail to the DEVELOPER. The DEVELOPER shall

not be obligated to make any payment to the CITY for any such claim until the passage of thirty (30) days from the date of its receipt of FORMAL NOTICE from the CITY, during which time the DEVELOPER shall have the right to cure or remedy the event leading to such claim.

13.3 DEFENSE OF CLAIM. With respect to claims or demands asserted against the CITY by a third party of the nature covered by Sections 13.1 and 13.2 above, and provided that the CITY gives FORMAL NOTICE thereof, the DEVELOPER will, at its sole expense, provide for the defense thereof with counsel of its own selection but approved by the CITY; the DEVELOPER will pay all costs and expenses including attorneys' fees incurred in so defending against such claims, provided that the CITY shall at all times also have the right to fully participate in the defense at the DEVELOPER's expense. If the DEVELOPER fails to defend, the CITY shall have the right, but not the obligation, to undertake the defense of, and to compromise or settle the claim or other matter, for the account of and at the risk of the DEVELOPER.

ARTICLE 14 **CITY REMEDIES UPON DEVELOPER DEFAULT**

14.1 CITY REMEDIES. If a DEVELOPER DEFAULT occurs, that is not caused by FORCE MAJEURE, the CITY shall give the DEVELOPER FORMAL NOTICE of the DEVELOPER DEFAULT and the DEVELOPER shall have five (5) business days to cure the DEVELOPER DEFAULT. If the DEVELOPER, after FORMAL NOTICE to it by the CITY, does not cure the DEVELOPER DEFAULT within five (5) business days, then the CITY may avail itself of any remedy afforded by law and any of the following remedies:

- a.) the CITY may specifically enforce this DEVELOPMENT CONTRACT;
- b.) the CITY may suspend any work, improvement or obligation to be performed by the CITY;
- c.) the CITY may collect on the irrevocable letter of credit or cash deposit pursuant to Article 15 hereof;
- d.) the CITY may suspend or deny building and occupancy permits for buildings within the PLAT;
- e.) the CITY may, at its sole option, perform the work or improvements to be performed by the DEVELOPER, in which case the DEVELOPER shall within thirty (30) days after written billing by the CITY reimburse the CITY for any costs and expenses incurred by the CITY.

14.2 NO ADDITIONAL WAIVER IMPLIED BY ONE WAIVER. In the event any agreement contained in this DEVELOPMENT CONTRACT is breached by the DEVELOPER and thereafter waived in writing by the CITY, such waiver shall be limited to the particular breach so

waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder. All waivers by the CITY must be in writing.

14.3 NO REMEDY EXCLUSIVE. No remedy herein conferred upon or reserved to the CITY shall be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under the DEVELOPMENT CONTRACT or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the CITY to exercise any remedy reserved to it, it shall not be necessary to give notice, other than the FORMAL NOTICE.

14.4 EMERGENCY. Notwithstanding the requirement contained in Section 14.1 hereof relating to FORMAL NOTICE to the DEVELOPER in case of a DEVELOPER DEFAULT and notwithstanding the requirement contained in Section 14.1 hereof relating to giving the DEVELOPER a five (5) business day period to cure the DEVELOPER DEFAULT, in the event of an emergency as determined by the DIRECTOR OF PWD, resulting from the DEVELOPER DEFAULT, the CITY may perform the work or improvement to be performed by the DEVELOPER without giving any notice or FORMAL NOTICE to the DEVELOPER and without giving the DEVELOPER the five (5) business day period to cure the DEVELOPER DEFAULT. In such case, the DEVELOPER shall within thirty (30) days after written billing by the CITY reimburse the CITY for any and all costs incurred by the CITY.

ARTICLE 15 **ESCROW DEPOSIT**

15.1 ESCROW REQUIREMENT. Contemporaneously herewith, the DEVELOPER shall deposit with the CITY an irrevocable letter of credit, or cash deposit for the amount stated in Exhibit F.

All cost estimates shall be acceptable to the DIRECTOR OF PWD. The total escrow amount was calculated as shown on the attached Exhibit F. The bank and form of the irrevocable letter of credit, or cash deposit shall be subject to approval by the City Finance Director and City Attorney and shall continue to be in full force and effect until released by the CITY. The irrevocable letter of credit shall be for a term ending December 31, 2010. In the alternative, the letter of credit may be for a one year term provided it is automatically renewable for successive one year periods from the present or any future expiration dates with a final expiration date of December 31, 2010, and further provided that the irrevocable letter of credit states that at least sixty (60) days prior to the expiration date the bank will notify the City that if the bank elects not to renew for an additional period. The irrevocable letter of credit shall secure compliance by the DEVELOPER with the terms of this DEVELOPMENT CONTRACT. The CITY may draw down on the irrevocable letter of credit or cash deposit, without any further notice than that provided in Section 14.1 relating to a DEVELOPER DEFAULT, for any of the following reasons:

- a.) a DEVELOPER DEFAULT; or

- b.) upon the CITY receiving notice that the irrevocable letter of credit will be allowed to lapse before December 31, 2010.

Notwithstanding anything to the contrary contained herein, the parties agree that the letter of credit shall contain a provision that the CITY must notify the DEVELOPER that the CITY is going to draw on the letter of credit and such notice must be given five (5) days in advance of the CITY drawing on the letter of credit.

The CITY shall use the escrow proceeds to reimburse the CITY for its costs and to cause the DEVELOPER IMPROVEMENTS listed on Exhibit F to be constructed to the extent practicable; after the DIRECTOR OF PWD determines that such DEVELOPER IMPROVEMENTS listed on Exhibit F have been constructed and after retaining 10% of the proceeds for later distribution pursuant to Section 15.2, the remaining proceeds shall be distributed to DEVELOPER.

With CITY approval, the irrevocable letter of credit or cash deposit may be reduced pursuant to Section 15.2 from time to time as financial obligations are paid.

15.2 ESCROW RELEASE AND ESCROW INCREASE; DEVELOPER IMPROVEMENTS.

Periodically, upon the DEVELOPER's written request and upon completion by the DEVELOPER and acceptance by the CITY of any specific DEVELOPER IMPROVEMENTS, ninety percent (90%) of that portion of the irrevocable letter of credit, or cash deposit covering those specific completed improvements only shall be released. The final ten percent (10%) of that portion of the irrevocable letter of credit, or cash deposit, for those specific completed improvements shall be held until acceptance by the CITY and expiration of the warranty period under Section 1.20 hereof; in the alternative, the DEVELOPER may post a bond satisfactory to the CITY with respect to the final ten percent (10%).

If it is determined by the CITY that the DEVELOPMENT PLANS were not strictly adhered to, or that work was done without CITY inspection, the CITY may require, as a condition of acceptance, that the DEVELOPER post a irrevocable letter of credit, or cash deposit equal to 125% of the estimated amount necessary to correct the deficiency or to protect against deficiencies arising therefrom. The additional irrevocable letter of credit, or cash deposit, shall remain in force for such time as the CITY deems necessary, not to exceed five (5) years. In the event that work, which is concealed, was done without permitting CITY inspection, then the CITY may, in the alternative, require the concealed condition to be exposed for inspection purposes.

ARTICLE 16 **MISCELLANEOUS**

16.1 CITY'S DUTIES. The terms of this DEVELOPMENT CONTRACT shall not be considered an affirmative duty upon the CITY to complete any DEVELOPMENT IMPROVEMENTS.

16.2 NO THIRD PARTY RECOURSE. Third parties shall have no recourse against the CITY under this DEVELOPMENT CONTRACT.

16.3 VALIDITY. If any portion, section, subsection, sentence, clause, paragraph or phrase of this DEVELOPMENT CONTRACT is for any reason held to be invalid, such decision shall not affect the validity of the remaining portion of this DEVELOPMENT CONTRACT.

16.4 FEDERAL AGENCIES. If the DEVELOPER requires any evidence of this DEVELOPMENT CONTRACT for the purpose of escrow requirements of the Federal Housing Administration, the Veterans Administration, or any other United States government agency, the CITY will provide same at the request of the DEVELOPER so the escrow deposit, herein provided for, may be considered a deposit in lieu of the deposit normally made with such governmental agencies to guarantee the completion of required improvements.

16.5 RECORDING. The DEVELOPMENT CONTRACT and PLAT shall be recorded by the DEVELOPER with the COUNTY Recorder and the OWNER and DEVELOPER shall provide and execute any and all documents necessary to implement the recording.

16.6 BINDING AGREEMENT. The parties mutually recognize and agree that all terms and conditions of this recordable DEVELOPMENT CONTRACT shall run with the land herein described, and shall be binding upon the heirs, successors, administrators and assigns of the OWNER and DEVELOPER.

16.7 CONTRACT ASSIGNMENT. The DEVELOPER may not assign this DEVELOPMENT CONTRACT without the written permission of the COUNCIL. The DEVELOPER's obligations hereunder shall continue in full force and effect, even if the DEVELOPER sells one or more lots, the entire PLAT, or any part of it.

16.8 AMENDMENT AND WAIVER. The parties hereto may by mutual written agreement amend this DEVELOPMENT CONTRACT in any respect. Any party hereto may extend the time for the performance of any of the obligations of another, waive any inaccuracies in representations by another contained in this DEVELOPMENT CONTRACT or in any document delivered pursuant hereto which inaccuracies would otherwise constitute a breach of this DEVELOPMENT CONTRACT, waive compliance by another with any of the covenants contained in this DEVELOPMENT CONTRACT, waive performance of any obligations by the other or waive the fulfillment of any condition that is precedent to the performance by the party so waiving of any of its obligations under this DEVELOPMENT CONTRACT. Any agreement on the part of any party for any such amendment, extension or waiver must be in writing. No waiver of any of the provisions of this DEVELOPMENT CONTRACT shall be deemed, or shall constitute, a waiver of any other provisions, whether or not similar, nor shall any waiver constitute a continuing waiver.

16.9 GOVERNING LAW. This DEVELOPMENT CONTRACT shall be governed by and construed in accordance with the laws of the State of Minnesota.

16.10 COUNTERPARTS. This DEVELOPMENT CONTRACT may be executed in any number of counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.

16.11 HEADINGS. The subject headings of the paragraphs and subparagraphs of this DEVELOPMENT CONTRACT are included for purposes of convenience only, and shall not affect the construction of interpretation of any of its provisions.

16.12 INCONSISTENCY. If the DEVELOPMENT PLANS are inconsistent with the words of this DEVELOPMENT CONTRACT or if the obligation imposed hereunder upon the DEVELOPER is inconsistent, then that provision or term which imposes a greater and more demanding obligation on the DEVELOPER shall prevail.

16.13 ACCESS. The DEVELOPER hereby grants to the CITY, its agents, employees, officers, and contractors a license to enter the PLAT to perform all work and inspections deemed appropriate by the CITY during the installation of DEVELOPER IMPROVEMENTS.

IN WITNESS WHEREOF, the parties have executed this DEVELOPMENT CONTRACT.

CITY OF INVER GROVE HEIGHTS

OWNER AND DEVELOPER

By: _____
George Tourville, Mayor

James H. Krech

ATTEST:

Lora L. Krech

Melissa Rheame, Deputy City Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this 12th day of May, 2008, before me a Notary Public within and for said County, personally appeared George Tourville and Melissa Rheame to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and Deputy City Clerk of the City of Inver Grove Heights, the municipality named in the foregoing instrument, and that the seal affixed to said instrument was signed and sealed in behalf of said municipality by authority of its City Council and said Mayor and Deputy City Clerk acknowledged said instrument to be the free act and deed of said municipality.

Notary Public

STATE OF MINNESOTA)
)
COUNTY OF DAKOTA) ss.

On this _____ day of May, 2008, before me a Notary Public appeared Lora L. Krech and James H. Krech, husband and wife, to me personally known and they did acknowledge the foregoing instrument as their free act and deed.

Notary Public

EXHIBIT A
LEGAL DESCRIPTION OF PLAT OF
OAKBUSH THIRD ADDITION

Lot 1, Block 2, Oakbush First Addition,

AND

Outlot A, Oakbush First Addition,

AND

Outlot A, Oakbush Second Addition,

according to the recorded plats thereof, on file and of record with the Dakota County Recorder, Dakota County, Minnesota.

EXHIBIT B

LIST OF DEVELOPMENT PLANS

<u>PLAN</u>	<u>DATE OF PLAN PREPARATION</u>	<u>PREPARED BY</u>
1.) Final Plat of Oakbush Third Addition	3-27-08	Lake & Land Surveying, Inc.
2.) Easement Vacation	3-7-08	Lake & Land Surveying, Inc.
3.) Site Plan	3-27-08	Lake & Land Surveying, Inc.

EXHIBIT C

DEVELOPER IMPROVEMENTS

The items checked with an "X" below are the DEVELOPER IMPROVEMENTS.

The items checked with "PUBLIC" below are those DEVELOPER IMPROVEMENTS that are DEVELOPER-PUBLIC IMPROVEMENTS.

<u>CHECKED</u>	<u>COMPLETION DATE</u>	<u>IMPROVEMENT</u>
<u>X</u>	Prior to building permit for Lots 2, 3, 4 and 5	lot grading, drainage, erosion control
<u>X</u>	Prior to Certificate of Occupancy for Lots 2, 3, 4 and 5	extension of public water and sanitary sewer service lines
<u>X</u>	Prior to building permit for Lots 3 and 4; and no later than October 15, 2008	curb cut for shared driveway between Lots 3 and 4
<u>X</u>	Prior to Certificate of Occupancy for Lots 3 and 4; and no later than October 15, 2008	bituminous wear course for shared driveway between Lots 3 and 4

EXHIBIT D

CITY IMPROVEMENTS

The CITY is not responsible for construction of any CITY IMPROVEMENT under this DEVELOPMENT CONTRACT.

EXHIBIT E

**MISCELLANEOUS REQUIREMENTS AND CONDITIONS
IMPOSED BY THE CITY**

- 1.) **REQUIREMENTS FOR BUILDING PERMIT ON LOTS 2, 3, 4 AND 5, BLOCK 1, OAKBUSH THIRD ADDITION.** No building permits will be issued for Lots 2, 3, 4 and 5 and no building, structure, or other improvement shall be constructed on Lots 2, 3, 4 and 5 and no permanent grading shall commence on Lots 2, 3, 4 and 5 until all the following have been completed:
- a.) The Owner of the particular subject lot must submit to and receive approval from the City Engineer for a grading, drainage and erosion control plan for the subject lot.
 - b.) The Owner of the particular subject lot must execute and record a Custom Grading Agreement with the City whereby the Owner of the particular subject lot posts cash or a letter of credit for \$10,000 plus appropriate cash escrow for inspection relating to grading, drainage and erosion control on the particular subject lot. The form of Custom Grading Agreement is attached hereto as Exhibit G.
 - c.) Grading, drainage, and erosion control improvements as required by the plan approved by the City Engineer have been completed.
 - d.) The PLAT must be recorded; this DEVELOPMENT CONTRACT must be recorded; and, the Custom Grading Agreement must be recorded.

DEVELOPER, as the fee owner of Lots 2, 3, 4 and 5, Block 1, Oakbush Third Addition, acknowledges that these lots are not buildable lots until the above-requirements have been met. If the DEVELOPER sells or transfers these lots prior to completion of the above-requirements, the DEVELOPER shall inform the purchaser or transferee that all of the above-requirements have to be completed prior to issuance of a building permit. The DEVELOPER shall also provide a copy of this DEVELOPMENT CONTRACT and a copy of the attached Exhibit G (the Custom Grading Agreement) to any purchaser or transferee that obtains title from the DEVELOPER; the DEVELOPER must provide the copies of the DEVELOPMENT CONTRACT and the Custom Grading Agreement in the form of Exhibit G to the purchaser or transferee prior to execution of the Purchase Agreement.

- 2.) **CUSTOM GRADING AGREEMENT.** The Custom Grading Agreement referenced in Paragraph 1 of this Exhibit E, shall be in substantially the same form as Exhibit G, attached to this Development Contract.

In addition to the \$10,000 escrow amount for the grading, drainage and erosion control improvements, the Owner of the particular subject lot shall also deposit with the City an engineering inspection fee as calculated by the City Engineer.

EXHIBIT E

MISCELLANEOUS REQUIREMENTS AND CONDITIONS
IMPOSED BY THE CITY
(Continued)

The final Custom Grading Agreement is subject to approval of the City Attorney and City Engineer.

- 3.) **DRAINAGE PLAN FOR LOT 5, BLOCK 1, OAKBUSH THIRD ADDITION.** As part of the grading, drainage and erosion control plan (as referenced in Paragraph 1 of this Exhibit E) for Lot 5, Block 1, Oakbush Third Addition, there shall be a specific component of the drainage plan which shows a design that directs all hard surface drainage and storm water runoff (including run off from all roof surfaces) to Blaine Avenue. This specific drainage design shall be reviewed and approved by the City Engineer prior to the issuance of any building permit for Lot 5, Block 1, Oakbush Third Addition.

- 4.) **CONVEYANCE OF RIGHTS OF ACCESS.**

Prior to release of the PLAT for recording, the DEVELOPER by Warranty Deed, shall convey to the CITY all rights of access to Lot 1, Block 1, Oakbush Third Addition from Blaine Avenue.

Prior to release of the PLAT for recording, the DEVELOPER by Warranty Deed, shall convey to the CITY all rights of access to Lot 2, Block 1, Oakbush Third Addition from Blaine Avenue.

Prior to release of the PLAT for recording, the DEVELOPER by Warranty Deed, shall convey to the CITY all rights of access to Lot 3, Block 2, Oakbush Third Addition from Blaine Avenue, except for the north 15 feet of Lot 3, Block 1, Oakbush Third Addition.

Prior to release of the PLAT for recording, the DEVELOPER by Warranty Deed, shall convey to the CITY all rights of access to Lot 4, Block 2, Oakbush Third Addition from Blaine Avenue, except for the south 15 feet of Lot 4, Block 1, Oakbush Third Addition.

Prior to release of the PLAT for recording, the DEVELOPER by Warranty Deed, shall convey to the CITY all rights of access to Lot 5, Block 1, Oakbush Third Addition, except for a thirty (30) foot wide portion to be designated by CITY at the time of building permit issuance.

- 5.) **SHARED ACCESS FOR LOT 3 AND LOT 4, BLOCK 1, OAKBUSH THIRD ADDITION FROM BLAINE AVENUE.** Lot 3 and Lot 4 will share one (1) common driveway access. DEVELOPER shall prepare and record a Shared Access/Shared Driveway Agreement for Lot 3 and Lot 4. The form of Shared Access/Shared Driveway Agreement is subject to the approval by the City Attorney.

6.) **CONDITIONS TO BE SATISFIED BEFORE CITY RELEASES THE PLAT TO BE RECORDED.** Before the CITY allows the PLAT to be recorded, all the following conditions must be satisfied:

- a.) DEVELOPER and OWNER must execute this Development Contract. This document must be recorded with the PLAT.
- b.) DEVELOPER AND OWNER must execute a Shared Access/Shared Driveway Agreement with respect to Lots 3 and 4. This document must be recorded with the PLAT.
- c.) DEVELOPER must provide the letter of credit for the amount stated on Exhibit F of this Development Contract.
- d.) DEVELOPER must provide to the CITY the cash deposit for inspection fees stated on Exhibit F of this Development Contract.
- e.) DEVELOPER must fully pay the CITY for all planning, engineering review and legal fees that have been incurred up to the date of this DEVELOPMENT CONTRACT; and the DEVELOPER must further escrow with the CITY an amount determined by the CITY for future planning and engineering review fees and for legal fees, except for such fees as may already be contained in the engineering inspection escrow made a part of Exhibit F.
- f.) DEVELOPER must pay the CITY the sum of \$16,044 in cash for the park contribution fee for the PLAT (\$4,011 per lot multiplied by 4 lots = \$16,044). The park contribution fee shall be paid at the time of release of the final plat.
- g.) The PLAT must be approved by Dakota County.
- h.) DEVELOPER must comply with Section 4 of Exhibit E relating to conveyance of access rights.
- i.) DEVELOPER must comply with Section 8 of Exhibit E relating to the purchase of the land referenced in Section 8.

Pursuant to Section 2.3 of this DEVELOPMENT CONTRACT, the PLAT must be recorded within ninety (90) days after the date of this DEVELOPMENT CONTRACT.

7.) **MINIMUM TREE DISTURBANCE.** When Lots 2, 3, 4, and 5 are developed, the owner of each lot, shall prepare a plan and implement a plan that provides for minimum tree disturbance for the area on each lot that is outside of a twenty (20) foot radius surrounding the home footprint and outside of a twenty (20) foot wide strip on each side of the driveway. The plan must be approved by the City Planner before any grading or construction occurs on the lot.

- 8.) **CONVEYANCE OF CITY LAND.** Prior to release of the PLAT for recording, the DEVELOPER shall pay the CITY \$500.00 and the CITY by Quit Claim Deed shall convey the following property to the DEVELOPER:

That part of the East ½ of the Northwest ¼ of Section 4, Township 27, Range 22, Dakota County, Minnesota, lying South of the North 660 feet. North of a line run parallel with and distant 796.54 feet southerly of the Northerly line of Section 4 and easterly of a line run parallel with and distant 40 feet easterly of Line 1 described below:

Line 1: Beginning at the point of intersection of the east and west quarter line of said Section 4 with a line run parallel with and distant 40 feet west of the north and south quarter line of said Section 4; thence run northerly on said 40 foot parallel line for 1370 feet; thence deflect to the left on a tangential curve having a radius of 816.18 feet and a delta angle of 20 degrees 49 minutes 39 seconds for 296.69 feet; thence on tangent to said curve for 150 feet and there terminating.

CITY COUNCIL hereby determines that the property described in this Section 8 of Exhibit B is no longer needed for a public purpose and that the best use of the property is to incorporate the property within the plat of Oakbush Third Addition so as to not leave the property as an unbuildable remnant.

EXHIBIT F
ESCROW CALCULATION

<u>IMPROVEMENTS</u>	<u>COST</u> <u>ESTIMATE</u>
1. Curb cut for shared driveway on Lots 3 and 4	\$
Subtotal:	\$
<u>MULTIPLIED BY:</u>	1.25
<u>EQUALS</u>	\$
<u>ESCROW AMOUNT:</u>	\$

In addition to the Escrow Amount set forth above, the DEVELOPER shall have on deposit \$_____ in cash with the CITY contemporaneously with execution of this DEVELOPMENT CONTRACT. This sum shall be to pay the CITY for engineering inspection fees at the CITY's standard rates charged for such tasks. Upon satisfactory completion of the work, the CITY shall return to the DEVELOPER any remaining portion of the sum not otherwise charged the DEVELOPER for engineering inspection performed by the CITY. To the extent the engineering inspection fees, calculated according to the CITY's standard rates, exceed the \$_____ deposit, the DEVELOPER is responsible for payment of such excess within thirty (30) days after billing by the CITY.

EXHIBIT G
CUSTOM GRADING AGEEMENT

THIS CUSTOM GRADING AGREEMENT, made and entered into on the _____ day of _____, 20____, by and between the CITY OF INVER GROVE HEIGHTS, a municipality of the State of Minnesota, (CITY), and the OWNER identified herein.

RECITALS:

WHEREAS, the OWNER has applied to the CITY for approval of the DEVELOPMENT PLANS and a building permit for the LOT;

WHEREAS, in conjunction with the granting of these approvals, the CITY requires that the LOT be improved with grading, drainage and erosion control facilities and with landscaping;

WHEREAS, the COUNCIL has agreed to approve the DEVELOPMENT PLANS on the following conditions:

1. That the OWNER enter into this CUSTOM GRADING AGREEMENT, which contract defines the work which the OWNER undertakes to complete; and
2. The OWNER shall provide an irrevocable letter of credit in the amount and with conditions satisfactory to the CITY, providing for the actual construction and installation of such IMPROVEMENTS within the period specified by the CITY.

WHEREAS, the OWNER has filed four (4) complete sets of the DEVELOPMENT PLANS with the CITY;

WHEREAS, the DEVELOPMENT PLANS have been prepared by a registered professional engineer and have been approved by the DIRECTOR OF PWD.

NOW, THEREFORE, subject to the terms and conditions of this CUSTOM GRADING AGREEMENT and in reliance upon the representations, warranties and covenants of the parties herein contained, the CITY and OWNER agree as follows:

ARTICLE 1
DEFINITIONS

1.1 TERMS. The following terms, unless elsewhere defined specifically in the CUSTOM GRADING AGREEMENT, shall have the following meanings as set forth below.

1.2 CITY. "CITY" means the City of Inver Grove Heights, a Minnesota municipal corporation.

1.3 OWNER. "OWNER" means _____.

1.4 **PLAT**. "PLAT" means the plat of Oakbush Third Addition located in Inver Grove Heights, Dakota County, Minnesota.

1.5 **DEVELOPMENT PLANS**. "DEVELOPMENT PLANS" means all those plans, drawings, specifications and surveys identified on the attached Appendix 1.

1.6 **CUSTOM GRADING AGREEMENT**. "CUSTOM GRADING AGREEMENT" means this instant contract by and between the CITY and OWNER.

1.7 **COUNCIL**. "COUNCIL" means the Council of the City of Inver Grove Heights.

1.8 **PWD**. "PWD" means the Public Works Department of the City of Inver Grove Heights.

1.9 **DIRECTOR OF PWD**. "DIRECTOR OF PWD" means the Director of the Public Works Department of the City of Inver Grove Heights and his delegates.

1.10 **COUNTY**. "COUNTY" means Dakota County, Minnesota.

1.11 **OTHER REGULATORY AGENCIES**. "OTHER REGULATORY AGENCIES" means and includes the following:

- a.) Minnesota Department of Transportation
- b.) Dakota County
- c.) Water Management Organization
- d.) State of Minnesota
- e.) Minnesota Department of Natural Resources
- f.) any other regulatory or governmental agency or entity affected by, or having jurisdiction over the IMPROVEMENTS.

1.12 **UTILITY COMPANIES**. "UTILITY COMPANIES" means and includes the following:

- a.) utility companies, including electric, gas and cable
- b.) pipeline companies.

1.13 **PRIOR EASEMENT HOLDERS**. "PRIOR EASEMENT HOLDERS" means and includes all holders of any easements or other property interests which existed prior to the grant or dedication of any public easements transferred by the PLAT or transferred pursuant to this CUSTOM GRADING AGREEMENT.

1.14 IMPROVEMENTS. "IMPROVEMENTS" means and includes, individually and collectively, all the improvements identified in Article 3 and on the attached Appendix 2.

1.15 OWNER DEFAULT. "OWNER DEFAULT" means and includes any of the following or any combination thereof:

a.) failure by the OWNER to timely pay the CITY any money required to be paid under this CUSTOM GRADING AGREEMENT;

b.) failure by the OWNER to timely construct the IMPROVEMENTS according to the DEVELOPMENT PLANS and the CITY standards and specifications;

c.) failure by the OWNER to observe or perform any covenant, condition, obligation or agreement on its part to be observed or performed under this CUSTOM GRADING AGREEMENT;

d.) breach of the OWNER WARRANTIES.

1.16 FORCE MAJEURE. "FORCE MAJEURE" means acts of God, including, but not limited to floods, ice storms, blizzards, tornadoes, landslides, lightning and earthquakes (but not including reasonably anticipated weather conditions for the geographic area), riots, insurrections, war or civil disorder affecting the performance of work, blockades, power or other utility failures, and fires or explosions.

1.17 OWNER WARRANTIES. "OWNER WARRANTIES" means that the OWNER hereby warrants and represents the following:

A. AUTHORITY. OWNER has the right, power, legal capacity and authority to enter into and perform its obligations under this CUSTOM GRADING AGREEMENT; no approvals or consents of any persons are necessary in connection with the authority of OWNER to enter into and perform its obligations under this CUSTOM GRADING AGREEMENT.

B. FULL DISCLOSURE. None of the representatives and warranties made by OWNER or made in any exhibit hereto or memorandum or writing furnished or to be furnished by OWNER or on its behalf contains or will contain any untrue statement of material fact or omit any material fact the omission of which would be misleading.

C. PLAN COMPLIANCE. The DEVELOPMENT PLANS comply with all CITY, COUNTY, metropolitan, state and federal laws and regulations, including but not limited to subdivision ordinances, zoning ordinances and environmental regulations.

D. FEE TITLE. The OWNER owns fee title to Lot _____, Block 1, Oakbush Third Addition.

E. WARRANTY ON PROPER WORK AND MATERIALS. The OWNER warrants all work required to be performed by it under this CUSTOM GRADING AGREEMENT against

defective material and faulty workmanship for a period of two (2) years after its completion. During the warranty period the OWNER shall be solely responsible for all costs of performing repair work required by the CITY within thirty (30) days of notification. All trees, grass, and sod shall be warranted to be alive, of good quality, and disease free for one year after planting. Any replacements shall be similarly warranted for one year from the time of planting. In addition, the warranty period for drainage and erosion control improvements shall be for two (2) years after completion; the warranty for the drainage and erosion control improvements shall also include the obligation of the OWNER to repair and correct and damage to or deficiency with respect to such improvements.

1.18 CITY WARRANTIES. "CITY WARRANTIES" means that the CITY hereby warrants and represents as follows:

ORGANIZATION. CITY is a municipal corporation duly incorporated and validly existing in good standing under the laws of the State of Minnesota.

AUTHORITY. CITY has the right, power, legal capacity and authority to enter into and perform its obligations under this CUSTOM GRADING AGREEMENT.

1.19 FORMAL NOTICE. "FORMAL NOTICE" means notices given by one party to the other if in writing and if and when delivered or tendered either in person or by depositing it in the United States mail in a sealed envelope, by certified mail, return receipt requested, with postage and postal charges prepaid, addressed as follows:

If to CITY: City of INVER GROVE HEIGHTS
Attn: Planning Department
Inver Grove Heights City Hall
8150 Barbara Avenue
Inver Grove Heights, MN 55077

If to OWNER:

or to such other address as the party addressed shall have previously designated by notice given in accordance with this Section. Notices shall be deemed to have been duly given on the date of service if served personally on the party to whom notice is to be given, or on the third day after mailing if mailed as provided above, provided, that a notice not given as above shall, if it is in writing, be deemed given if and when actually received by a party.

1.21 LOT. LOT means Lot _____, Block 1, Oakbush Third Addition.

ARTICLE 2
APPROVAL OF DEVELOPMENT PLANS

2.1. APPROVAL OF DEVELOPMENT PLANS. Subject to the terms and conditions of this CUSTOM GRADING AGREEMENT, the recitals above, and all other applicable City Code provisions, including Chapter V of the City Code, the CITY hereby approves the DEVELOPMENT PLANS.

2.2 RECORDING. This CUSTOM GRADING AGREEMENT shall be recorded with the COUNTY Recorder within thirty (30) days from the date of this CUSTOM GRADING AGREEMENT. No building permits shall be issued unless the OWNER shows evidence to the CITY that this CUSTOM GRADING AGREEMENT has been recorded with the COUNTY Recorder.

ARTICLE 3
IMPROVEMENTS

3.1 IMPROVEMENTS. The OWNER shall install, at its own cost, the IMPROVEMENTS in accord with the DEVELOPMENT PLANS. The OWNER IMPROVEMENTS shall be completed by the dates shown on Appendix 2, except as completion dates are extended by subsequent written action of the DIRECTOR OF PWD. Failure of the CITY to promptly take action to enforce this CUSTOM GRADING AGREEMENT after expiration of time by which the IMPROVEMENTS are to be completed shall not waive or release any rights of the CITY; the CITY may take action at any time thereafter, and the terms of this contract shall be deemed to be automatically extended until such time as the IMPROVEMENTS are completed to the CITY's satisfaction.

3.2 GROUND MATERIAL. The OWNER shall insure that adequate and suitable ground material shall exist in the areas of private driveways and utility improvements and shall guarantee the removal, replacement or repair of substandard or unstable material. The cost of removal, replacement or repair is the responsibility of the OWNER.

3.3 GRADING/DRAINAGE PLAN. The OWNER shall construct drainage facilities in accord with the DEVELOPMENT PLANS. The grading and drainage plan shall include lot and building elevations, drainage swales to be sodded, storm sewer, catch basins, erosion control structures and ponding areas necessary to conform with the overall CITY storm sewer plan. The grading of the site shall be completed in conformance with the DEVELOPMENT PLANS.

3.4 BOULEVARD AND AREA RESTORATION. The OWNER shall seed or lay cultured sod in all boulevards within 30 days of the completion of street related improvements and restore all other areas disturbed by the development grading operation in accordance with the approved erosion control plan. Upon request of the PWD, the OWNER shall remove the silt fences after grading and construction have occurred.

3.5 STREET MAINTENANCE, ACCESS AND REPAIR. The OWNER shall clear, on a daily basis, any soil, earth or debris from the streets and wetlands within or adjacent to the PLAT resulting from the grading or building on the land within the PLAT by the OWNER or its agents, and shall repair to the CITY's specifications any damage to bituminous surfacing resulting from the use of construction equipment.

3.6 LANDSCAPING. Site landscaping shall be in accordance with the DEVELOPMENT PLANS.

3.7 EROSION CONTROL. The OWNER shall provide and follow a plan for erosion control and pond maintenance in accord with the Best Management Practices (BMP) as delineated in the Minnesota Pollution Control Agency handbook titled Water Quality in Urban Areas. Such plan shall be detailed on the DEVELOPMENT PLANS and shall be subject to approval of the DIRECTOR OF PWD. The OWNER shall install and maintain such erosion control structures as appear necessary under the DEVELOPMENT PLANS or become necessary subsequent thereto. The OWNER shall be responsible for all damage caused as the result of grading and excavation within the PLAT including, but not limited to, restoration of existing control structures and clean-up of public right-of-way, until the LOT is final graded and IMPROVEMENTS are completed. As a portion of the erosion control plan, the OWNER shall re-seed or sod any disturbed areas in accordance with the DEVELOPMENT PLANS. The CITY reserves the right to perform any necessary erosion control or restoration as required, if these requirements are not complied with after FORMAL NOTICE by the CITY as stated in Article 9. The OWNER shall be financially responsible for payment for this extra work.

3.8 GRADING/DRAINAGE PLAN AND EASEMENTS. The DEVELOPER shall construct drainage facilities adequate to serve the PLAT in accord with the DEVELOPMENT PLANS. The OWNER and DEVELOPER agree to grant to the CITY all necessary easements for the preservation of the drainage system, for drainage basins, and for utility service. All such easements required by the CITY shall be on the PLAT or in writing, in recordable form, and on the standard easement form of the CITY, and on such other terms and conditions as the CITY shall determine; such easements shall be delivered to the CITY contemporaneously with execution of this DEVELOPMENT CONTRACT. The grading and drainage plan shall include lot and building elevations, drainage swales to be sodded, storm sewer, catch basins, erosion control structures and ponding areas necessary to conform with the overall CITY storm sewer plan. The grading of the site shall be completed in conformance with the DEVELOPMENT PLANS. In the event that the DEVELOPER fails to complete the grading of the site in conformance with the DEVELOPMENT PLANS by the stipulated date, the CITY may declare the DEVELOPER in default pursuant to Article 9.

3.9 AS BUILT INFORMATION. One (1) copy, on polyester film, of the detailed record plan "as built" drawings of the IMPROVEMENTS shall be provided by the OWNER in accord with CITY standards no later than 90 days after completion of the IMPROVEMENTS, unless otherwise approved in writing by the PWD. As-built information shall also be submitted in an electronic format compatible with the City's Geographic Information System (GIS), on 3½ inch diskette or 4 m.m. DDS Tape format.

ARTICLE 4
OTHER PERMITS

4.1 PERMITS. The OWNER shall obtain all necessary approvals, permits and licenses from the CITY, the OTHER REGULATORY AGENCIES, the UTILITY COMPANIES, and the PRIOR EASEMENT HOLDERS. Major design requirements of any such entities shall be determined prior to completion and incorporated into the DEVELOPMENT PLANS. All costs incurred to obtain the approvals, permits and licenses, and also all fines or penalties levied by any agency due to the failure of the OWNER to obtain or comply with conditions of such approvals, permits and licenses, shall be paid by the OWNER. The OWNER shall defend and hold the CITY harmless from any action initiated by the OTHER REGULATORY AGENCIES, the UTILITY COMPANIES and the PRIOR EASEMENT HOLDERS resulting from such failures of the OWNER.

ARTICLE 5
RESPONSIBILITY FOR COSTS

5.1 IMPROVEMENT COSTS. The OWNER shall pay for the IMPROVEMENTS; that is, all costs of persons doing work or furnishing skills, tools, machinery or materials, or insurance premiums or equipment or supplies and all just claims for the same; and the CITY shall be under no obligation to pay the contractor or any subcontractor any sum whatsoever on account thereof, whether or not the CITY shall have approved the contract or subcontract.

5.2 CITY MISCELLANEOUS EXPENSES. The OWNER shall reimburse the CITY for all engineering, administrative, legal and other expenses incurred or to be incurred by the CITY in connection with this CUSTOM GRADING AGREEMENT. Bills not paid within thirty (30) days shall accrue interest at the rate of eight percent per year.

5.3 ENFORCEMENT COSTS. The OWNER shall pay the CITY for costs incurred in the enforcement of this CUSTOM GRADING AGREEMENT, including engineering and attorneys' fees.

5.4 TIME OF PAYMENT. The OWNER shall pay all bills from the CITY within thirty (30) days after billing. Bills not paid within thirty (30) days shall bear interest at the rate of 8% per year.

ARTICLE 6
OWNER WARRANTIES

6.1 STATEMENT OF OWNER WARRANTIES. The OWNER hereby makes and states the OWNER WARRANTIES.

ARTICLE 7
CITY WARRANTIES

7.1 STATEMENT OF CITY WARRANTIES. The CITY hereby makes and states the CITY WARRANTIES.

ARTICLE 8
INDEMNIFICATION OF CITY

8.1 INDEMNIFICATION OF CITY. OWNER shall indemnify, defend and hold the CITY, its COUNCIL, agents, employees, attorneys and representatives harmless against and in respect of any and all claims, demands, actions, suits, proceedings, losses, costs, expenses, obligations, liabilities, damages, recoveries, and deficiencies, including interest, penalties and attorneys' fees, that the CITY incurs or suffers, which arise out of, result from or relate to:

- a.) breach by the OWNER of the OWNER WARRANTIES;
- b.) failure of the OWNER to timely construct the IMPROVEMENTS according to the DEVELOPMENT PLANS and the CITY ordinances, standards and specifications;
- c.) failure by the OWNER to observe or perform any covenant, condition, obligation or agreement on its part to be observed or performed under this CUSTOM GRADING AGREEMENT;
- d.) failure by the OWNER to pay contractors, subcontractors, laborers, or materialmen;
- e.) failure by the OWNER to pay for materials;
- f.) approval by the CITY of the PLAT;
- g.) approval by the CITY of the DEVELOPMENT PLANS;
- h.) failure to obtain the necessary permits and authorizations to construct the IMPROVEMENTS;
- i.) construction of the IMPROVEMENTS;
- j.) delays in construction of the IMPROVEMENTS;
- k.) all costs and liabilities arising because building permits were issued prior to the completion and acceptance of the IMPROVEMENTS.

ARTICLE 9
CITY REMEDIES UPON OWNER DEFAULT

9.1 CITY REMEDIES. If a OWNER DEFAULT occurs, that is not caused by FORCE MAJEURE, the CITY shall give the OWNER FORMAL NOTICE of the OWNER DEFAULT and the OWNER shall have ten (10) business days to cure the OWNER DEFAULT. If the OWNER, after FORMAL NOTICE to it by the CITY, does not cure the OWNER DEFAULT within ten (10) business days, then the CITY may avail itself of any remedy afforded by law and any of the following remedies:

- a.) the CITY may specifically enforce this CUSTOM GRADING AGREEMENT;
- b.) the CITY may collect on the irrevocable letter of credit or cash deposit pursuant to Article 13 hereof;
- c.) the CITY may suspend or deny building and occupancy permits for buildings within the LOT;
- d.) the CITY may, at its sole option, perform the work or improvements to be performed by the OWNER, in which case the OWNER shall within thirty (30) days after written billing by the CITY reimburse the CITY for any costs and expenses incurred by the CITY.

9.2 NO ADDITIONAL WAIVER IMPLIED BY ONE WAIVER. In the event any agreement contained in this CUSTOM GRADING AGREEMENT is breached by the OWNER and thereafter waived in writing by the CITY, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder. All waivers by the CITY must be in writing.

9.3 NO REMEDY EXCLUSIVE. No remedy herein conferred upon or reserved to the CITY shall be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under the CUSTOM GRADING AGREEMENT or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the CITY to exercise any remedy reserved to it, it shall not be necessary to give notice, other than the FORMAL NOTICE.

9.4 EMERGENCY. Notwithstanding the requirement contained in Section 9.1 hereof relating to FORMAL NOTICE to the OWNER in case of a OWNER DEFAULT and notwithstanding the requirement contained in Section 9.1 hereof relating to giving the OWNER a ten (10) business day period to cure the OWNER DEFAULT, in the event of an emergency as determined by the DIRECTOR OF PWD, resulting from the OWNER DEFAULT, the CITY may perform the work or improvement to be performed by the OWNER without giving any notice or FORMAL NOTICE to the OWNER and without giving the OWNER the ten (10) day period to cure

the OWNER DEFAULT. In such case, the OWNER shall within thirty (30) days after written billing by the CITY reimburse the CITY for any and all costs incurred by the CITY.

ARTICLE 10 **ESCROW DEPOSIT**

10.1 ESCROW REQUIREMENT. Contemporaneously herewith, the OWNER shall deposit with the CITY an irrevocable letter of credit, or cash deposit for the amount of \$10,000.

The bank and form of the irrevocable letter of credit, or cash deposit shall be subject to approval by the City Finance Director and City Attorney and shall continue to be in full force and effect until released by the CITY. The irrevocable letter of credit shall be for a term ending December 31, 20___. In the alternative, the letter of credit may be for a one year term provided it is automatically renewable for successive one year periods from the present or any future expiration dates with a final expiration date of December 31, 20___, and further provided that the irrevocable letter of credit states that at least sixty (60) days prior to the expiration date the bank will notify the CITY that if the bank elects not to renew for an additional period. The irrevocable letter of credit shall secure compliance by the OWNER with the terms of this CUSTOM GRADING AGREEMENT. The CITY may draw down on the irrevocable letter of credit or cash deposit, without any further notice than that provided in Section 9.1 relating to a OWNER DEFAULT, for any of the following reasons:

- a.) a OWNER DEFAULT; or
- b.) upon the CITY receiving notice that the irrevocable letter of credit will be allowed to lapse before December 31, 20___.

The CITY shall use the escrow proceeds to reimburse the CITY for its costs and to cause the IMPROVEMENTS to be constructed to the extent practicable; after the DIRECTOR OF PWD determines that such IMPROVEMENTS have been constructed and after retaining 10% of the proceeds for later distribution pursuant to Section 10.2, the remaining proceeds shall be distributed to OWNER.

With CITY approval, the irrevocable letter of credit or cash deposit may be reduced pursuant to Section 10.2 from time to time as financial obligations are paid.

10.2 ESCROW RELEASE AND ESCROW INCREASE.

Periodically, upon the OWNER's written request and upon completion by the OWNER and acceptance by the CITY of any specific IMPROVEMENTS, ninety percent (90%) of that portion of the irrevocable letter of credit, or cash deposit covering those specific completed improvements only shall be released. The final ten percent (10%) of that portion of the irrevocable letter of credit, or cash deposit, for those specific completed improvements shall be held until acceptance by the CITY and expiration of the warranty period under Section 1.17 hereof; in the alternative, the OWNER may post a bond satisfactory to the CITY with respect to the final ten percent (10%).

If it is determined by the CITY that the DEVELOPMENT PLANS were not strictly adhered to, or that work was done without CITY inspection, the CITY may require, as a condition of acceptance, that the OWNER post a irrevocable letter of credit, or cash deposit equal to 125% of the estimated amount necessary to correct the deficiency or to protect against deficiencies arising therefrom. The additional irrevocable letter of credit, or cash deposit, shall remain in force for such time as the CITY deems necessary, not to exceed five (5) years. In the event that work, which is concealed, was done without permitting CITY inspection, then the CITY may, in the alternative, require the concealed condition to be exposed for inspection purposes.

10.3 ADDITIONAL INSPECTION ESCROW. In addition to the Escrow Amount set forth above, the OWNER shall also deposit \$ _____ in cash with the CITY contemporaneously with execution of this CUSTOM GRADING AGREEMENT. This sum shall be to pay the CITY for engineering inspection fees at the CITY's standard rates charged for such tasks. Upon satisfactory completion of the work, the CITY shall return to the OWNER any remaining portion of the sum not otherwise charged the OWNER for engineering inspection performed by the CITY. To the extent the engineering inspection fees, calculated according to the CITY's standard rates, exceed the \$ _____ deposit, the OWNER is responsible for payment of such excess within thirty (30) days after billing by the CITY.

ARTICLE 11 **MISCELLANEOUS**

11.1 CITY'S DUTIES. The terms of this CUSTOM GRADING AGREEMENT shall not be considered an affirmative duty upon the CITY to complete any IMPROVEMENTS.

11.2 NO THIRD PARTY RECOURSE. Third parties shall have no recourse against the CITY under this CUSTOM GRADING AGREEMENT.

11.3 VALIDITY. If any portion, section, subsection, sentence, clause, paragraph or phrase of this CUSTOM GRADING AGREEMENT is for any reason held to be invalid, such decision shall not affect the validity of the remaining portion of this CUSTOM GRADING AGREEMENT.

11.4 RECORDING. This CUSTOM GRADING AGREEMENT shall be recorded by the OWNER with the COUNTY Recorder by _____, 20__ and the OWNER shall provide and execute any and all documents necessary to implement the recording.

11.5 BINDING AGREEMENT. The parties mutually recognize and agree that all terms and conditions of this recordable CUSTOM GRADING AGREEMENT shall run with the land and shall be binding upon the heirs, successors, administrators and assigns of the OWNER.

11.6 ASSIGNMENT. The OWNER may not assign this CUSTOM GRADING AGREEMENT without the written permission of the COUNCIL. The OWNER's obligations hereunder shall continue in full force and effect, even if the OWNER sells the LOT.

11.7 AMENDMENT AND WAIVER. The parties hereto may by mutual written agreement amend this CUSTOM GRADING AGREEMENT in any respect. Any party hereto may extend the time for the performance of any of the obligations of another, waive any inaccuracies in representations by another contained in this CUSTOM GRADING AGREEMENT or in any document delivered pursuant hereto which inaccuracies would otherwise constitute a breach of this CUSTOM GRADING AGREEMENT, waive compliance by another with any of the covenants contained in this CUSTOM GRADING AGREEMENT, waive performance of any obligations by the other or waive the fulfillment of any condition that is precedent to the performance by the party so waiving of any of its obligations under this CUSTOM GRADING AGREEMENT. Any agreement on the part of any party for any such amendment, extension or waiver must be in writing. No waiver of any of the provisions of this CUSTOM GRADING AGREEMENT shall be deemed, or shall constitute, a waiver of any other provisions, whether or not similar, nor shall any waiver constitute a continuing waiver.

11.8 GOVERNING LAW. This CUSTOM GRADING AGREEMENT shall be governed by and construed in accordance with the laws of the State of Minnesota.

11.9 COUNTERPARTS. This CUSTOM GRADING AGREEMENT may be executed in any number of counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.

11.10 HEADINGS. The subject headings of the paragraphs and subparagraphs of this CUSTOM GRADING AGREEMENT are included for purposes of convenience only, and shall not affect the construction of interpretation of any of its provisions.

11.11 INCONSISTENCY. If the DEVELOPMENT PLANS are inconsistent with the words of this CUSTOM GRADING AGREEMENT or if the obligation imposed hereunder upon the OWNER are inconsistent, then that provision or term which imposes a greater and more demanding obligation on the OWNER shall prevail.

11.12 ACCESS. The OWNER hereby grants to the CITY, its agents, employees, officers, and contractors a license to enter the LOT to perform all work and inspections deemed appropriate by the CITY during the installation of IMPROVEMENTS.

IN WITNESS WHEREOF, the parties have executed this CUSTOM GRADING AGREEMENT.

CITY OF INVER GROVE HEIGHTS

OWNER

By: _____
George Tourville, Mayor

ATTEST:

Melissa Rheaume, Deputy City Clerk

APPENDIX 1

LIST OF DEVELOPMENT PLANS

PLAN	DATE OF PLAN PREPARATION	PREPARED BY
1.) Grading, Drainage, and Erosion Control		
2.) Curb Cut To Street		
3.) Driveway		

APPENDIX 2
IMPROVEMENTS

The items checked with an "X" below are the IMPROVEMENTS.

CHECKED	COMPLETION DATE	IMPROVEMENT
X	Prior to obtaining building permit	grading, drainage, erosion control
X	Prior to obtaining building permit	curb cut to street
X	Within ___ months after Certificate of Occupancy	landscaping
X	Prior to Certificate of Occupancy	driveway

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. 08-41

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

CASE NO. 08-01SV
(James Krech)

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

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

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

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

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

Preliminary Plat
Preliminary Site Plan

dated 12/4/07
dated 12/4/07

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

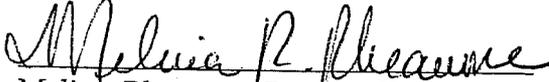
in the public right-of-way for Lot 3 & 4 shall be installed as part of the Project and paid for by the developer. Details of the construction shall be addressed in the development contract..

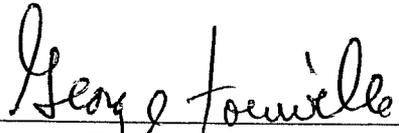
7. All lots shall have a condition that tree disturbance shall be minimized to within twenty feet of the house footprint or driveway as approved by the City.
8. Some type of agreement shall be entered into between the City and developer to restrict development and future subdivision of the balance of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

Passed this 25th day of February 2008.

AYES:5
NAYS:0

ATTEST:


Melissa Rheaume, Deputy Clerk


George Tourville, Mayor

CITY OF INVER GROVE HEIGHTS

DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. _____

RESOLUTION APPROVING PURCHASE AGREEMENT OF A CERTAIN PROPERTY NO
LONGER NEEDED FOR PUBLIC USE

WHEREAS, the City of Inver Grove Heights owns Site #5, located east of Blaine Avenue, north of 62nd Street, and

WHEREAS, the City of Inver Grove Heights has reviewed this property and found that it is no longer needed for a public use, and

WHEREAS, Inver Grove Heights' Comprehensive Plan indicates that the property is longer needed for a public use, and

WHEREAS, the City of Inver Grove Heights has requested purchase offers for this property;

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Inver Grove Heights that the City finds that the above City property is longer needed for public use and is available for purchase.

NOW, THEREFORE, BE IT FURTHER RESOLVED, by the City Council of the City of Inver Grove Heights that the City accepts the bid of Jim Krech for \$500 for Site #5.

NOW, THEREFORE, BE IT FURTHER RESOLVED, BY THE CITY COUNCIL OF THE CITY OF INVER GROVE HEIGHTS, that the purchase agreement for this property, as prepared by the City Attorney, is approved and that the Mayor and City Clerk are authorized to execute the purchase agreement with the above party for the amount shown.

RESOLUTION NO. _____

Passed by the City Council of the City of Inver Grove Heights on this _____ day of _____, 2008.

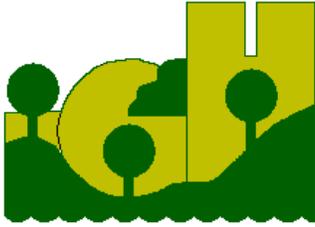
AYES:

NAYS:

George Tourville, Mayor

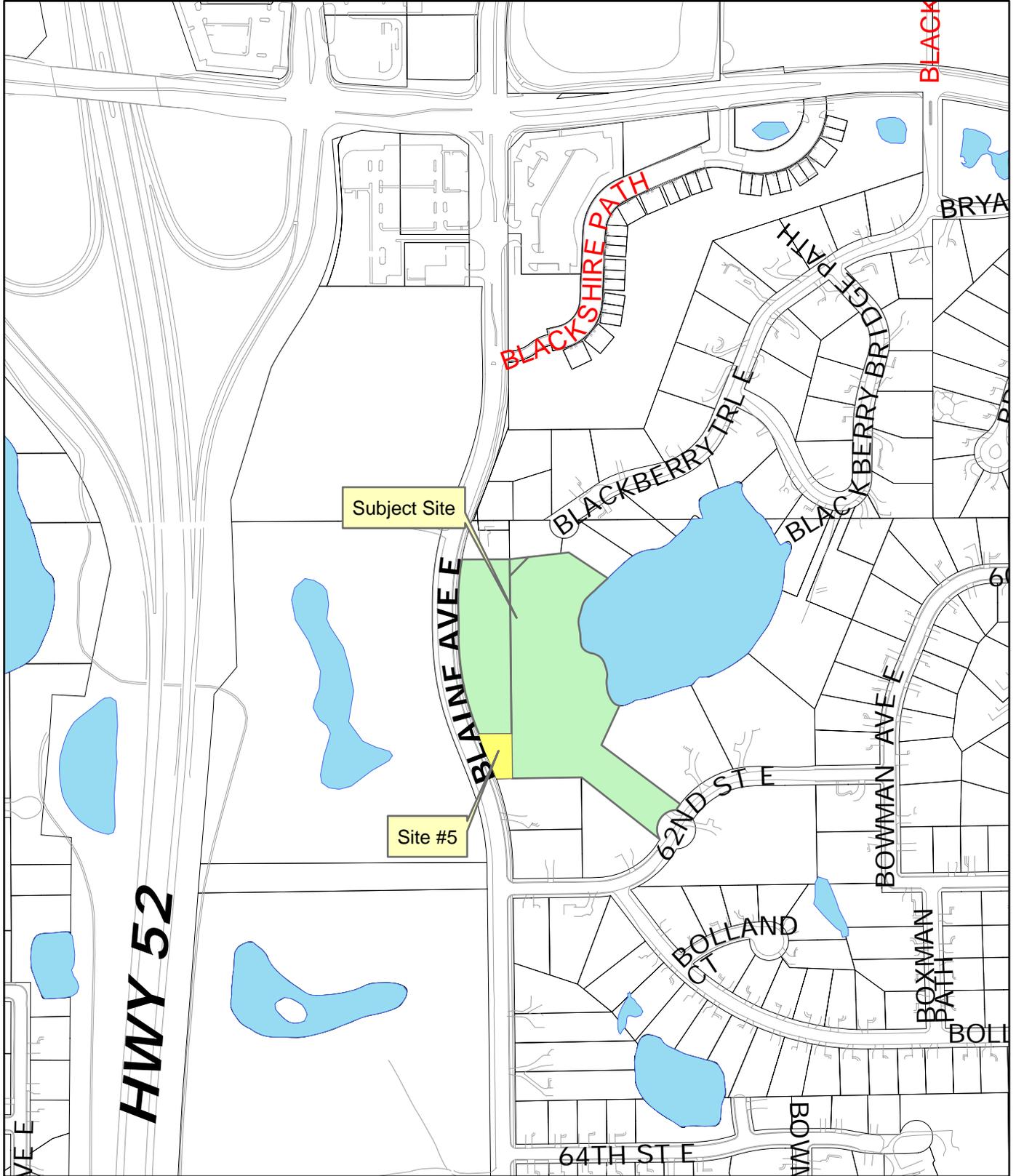
ATTEST:

Melissa Rheame, Deputy Clerk



Inver Grove Heights

City Owned Property Site #5



CITY OF INVER GROVE HEIGHTS; Consider the second 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: May 12, 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 Second 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 At the March 24, 2008 City Council meeting, City Council heard the first reading of the ordinance amendment to allow buildings greater than 50,000 square feet in the I-1 and I-2 Districts to have a maximum sign size of 350 square feet. At that time, Council directed staff to research electronic signage with regard to 350 square foot wall signs. Staff understands that this amendment pertains only to wall signage.

Analysis Currently, the City Code does not prohibit electronic signs. They are treated the same as a wall or freestanding sign. There are two types of electronic signs. The first, are the more traditional LED, black and red lighted signs. There are several of this type of LED signs in Inver Grove Heights including the signs at Gertens, Simley High School, Honda dealership and the Veterans Memorial Community Center. The other type of electronic sign is newer and more colorful. They resemble television screens with changing graphics. These signs are generally referred to as dynamic signs. Currently there are no dynamic signs located within Inver Grove Heights. The three primary issues associated with the dynamic signs are:

- 1) Flashing lights and changing graphics;
- 2) The affect of the light pollution has on neighboring properties; and
- 3) The safety impact on drivers.

Dynamic signs are generally programmed so the face changes are eye-catching. For example, if one advertisement is mostly white, the next will be mostly dark and the next will be red, etc. This catches the attention of the drivers passing by the signs. That attention-grabbing quality is what is can cause problems. The flashing lights or sudden change in color can be very distracting for drivers. This was verified through a Federal Highway Administration study which examined the affects of motion lights on drivers. They concluded the following:

“motion or the illusion of motion of lights or other display features, including animation, has the greatest potential for motorist distraction as well as a dominant visual impact on the aesthetic environment.” (FHA Report, Part VI, Section L)

They also found that control of the message interval and message cycle as well as appearance of flashing must be regulated to minimize traffic hazards. (FHA Report, Part VI, Section G-J) Signs, including changing image signs, which display graphics, that are animated, or portray motion, or display rapidly moving messages may contribute to traffic safety hazards.

The FHA statement above also alludes to the second issue, which are the affects the electronic signs have on neighboring residential properties. As the FHA stated, the electronic signs have a "dominant visual impact on the aesthetic environment". Standard signs are generally not as obtrusive. In addition to that, the electronic signs would add the element of brightness. If electronic signs at that size are allowed, assessment of the affects of the brightness on neighboring residential properties must be made to ensure that the spirit and intent of the residential district is maintained.

The third and final primary issue associated with electronic signs is the brightness and its impact on drivers. In addition to brightness being a factor in neighborhood impacts, it will also have an impact on drivers. The affects on drivers at different levels of brightness should be taken into account while drafting standards for electronic signage.

Alternatives The following alternatives are regarding the ordinance amendment for electronic wall signage.

1. Maintain the status quo.
This option would be the simplest option. However, allowing wall signs greater than 100 square feet to be electronic would be a potential hazard to drivers and would create light pollution for surrounding properties.
2. Adopt an ordinance regulating brightness and rate of message change.
Adopting an ordinance that regulates the brightness and the rate of message changes would be very complex. If Council prefers this option, a study to determine appropriate limits would have to be conducted prior to the drafting of the amendment.
3. Amend the ordinance requiring all wall signs greater than 100 square feet be entirely static. In other words electronic wall signs would still be limited to 100 square feet.
This option is simple, but it addresses the issue of large electronic signs. It would not force the existing electronic wall signs in Inver Grove Heights into nonconformity and property owners are still allowed a larger sign on their large buildings.

Per Council direction, the ordinance memo was reviewed with the Chamber of Commerce. They have no objection to the amendment.

RECOMMENDATION

Planning Staff Recommends Option 3.

Planning Commission Recommends approval of the original ordinance amendment (8-0).

Parks and Recreation Not applicable.

Attachments Ordinance Amendment Resolution

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 B-3, 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

- c. Within the "B-3" district, the aggregate square footage of sign space per lot shall not exceed the sum of four 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 100 square feet except billboards and 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. All wall signs greater than 100 square feet must be entirely static.
- 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 for the following:
 - 1. Billboards.

- 2. 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.

All wall signs greater than 100 square feet must be entirely static.

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 Rheaume, Deputy Clerk

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Land Alteration Permit for Steve Watrud for part of Lot 1 Block 1 of the Gainey Addition Plat

Meeting Date: May 12, 2008
 Item Type: Regular
 Contact: Steve Dodge, 651-450-2541 *SWD*
 Prepared by: Steve Dodge, Asst. City Engineer
 Reviewed by: Scott D. Thureen, Public Works Director
SDT

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

PURPOSE/ACTION REQUESTED

Approval of the Land Alteration Permit for Steve Watrud for part of Lot 1 Block 1 of the Gainey Addition Plat

SUMMARY

Consider a request for a land alteration permit for grading and excavating of material estimated at 56,000 cubic yards on and generally described as parcel I.D. No. 20-28400-012-01, that 7.3 Acre part of Lot 1 Block 1 of the Gainey Addition Plat as depicted in the exhibit.

The original Gainey Addition Plat was approved by Council in 1999. North of this site is the Sure Lock Storage development which was approved in 2007 and is still under construction. South of the site is the developed Gainey Realty truck terminal. Clark Road borders the west side.

The following property owners on the east side of the lot have been contacted by staff: Kenneth and Shirley Pike; Allan and Sharon Sachwitz. They were made aware of the Environmental Commission public meeting and of the May 12 City Council meeting.

The Environmental Commission approved the Land Alteration Permit as submitted by Steve Watrud with the conditions provided by City Staff at the meeting held on April 24. The Sachwitz's attended the Environmental Commission meeting and were generally concerned about noise, dust control, and general annoyances typical of construction. Kenneth and Shirley Pike were not able to attend the meeting but have included the attached letter that was shared with the Environmental Commission and includes several questions and concerns of the projected activity.

Enclosed is a letter from Steve Watrud responding to the Pike's concerns and several pictures submitted by Mr. Watrud of the Pikes' and his land.

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

Tree preservation requirements were met in the 1999 Gainey Addition Final Plat approval. The Planning Division has reviewed the information and found that the tree inventories were completed and the tree preservation requirements will be applied when the property is developed.

Permanent Grading and Drainage: The site as shown will be rough graded to the approximate temporary elevations shown until such time as the site is permanently developed. The sites 1999 approved grading plan reserved undisturbed areas for sanitary septic system which are not needed if the Southern Sanitary Sewer Extension gets built by the City. The Owner should consider reserving these areas until the sewer project is awarded by City Council.

Erosion Control and Turf Restoration: The site will need to acquire an NPDES Permit which will require grading plan along with a temporary and permanent sediment and erosion control plan. The NPDES Permit required packet will be sufficient City's needs for use with the land alteration permit. The measures to be considered are spelled out in the conclusions and recommendations below.

Wetlands: There are no wetlands within the site. The existing the storm sewer conveyance system is located on the south side of the site and directs water from this site to the west side of Clark Road into a treatment pond and eventually into a wetland. The majority of the storm runoff should be directed toward the existing ditch along Clark Road and will not be directed to the storm system. Proper measures such as temporary sediment basins shall apply until the site has full turf establishment.

Haul Routes and Hours of Operation: Clark Road and 117th Street can support the additional truck traffic and the owner will operate between the permitted hours of 7:00 am to 7:00 pm, Monday through Saturday.

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

1. The long slopes shall be permanently seeded and blanketed within 14-days (place note on plans) of finished grading in order to reduce erosion. Any slopes 3:1 or steeper shall be permanently seeded and blanketed within 7-days. Temporary seeding will be necessary for any temporary stoppage in grading operations within a portion of the site which is longer than 21 days or for winter seeding conditions.
2. Finished grades shall not exceed 4H:1V unless otherwise approved by City Engineer.
3. This is a large site disturbance of over 5 acres; therefore, will need to incorporate temporary sediment basin (or internal ditch to catch and filtrate storm water runoff) sized appropriately for the drainage area until turf is established on site.
4. Label emergency overflow locations and elevations and draw drainage arrows showing the flow direction. Heavy duty silt fence is needed in these areas.
5. The City shall receive a copy of the NPDES permit along with the grading plan and SWPPP prior to issuing the land alteration permit or allowing site disturbance.
6. A pre-construction meeting shall be held at City Hall with the Engineering Division and erosion control shall be installed and inspected by the City Engineer prior to any site disturbance.
7. If needed, acquire written agreement with adjacent landowner to grade on their property.
8. Owner will need to coordinate his grading with the City's contractor in any permanent and temporary easements being acquired through City Project No. 2003-03 Southern Sanitary Sewer.
9. Final site, grading, storm water management, and erosion control plans shall be approved by the City Engineer.
10. Owner shall closely maintain the erosion and sediment control devices to protect the City right-of-way, roads and ditches from construction sediment.
11. Street sweeping on an as needed basis shall be part of the sediment control best management practices for the site.
12. Dust must be controlled to the satisfaction of the City.
13. Tree replacement requirements shall be reviewed and approved by the Planning Division prior to disturbance.
14. Any material hauled on site shall be clean fill conforming to the requirements of Section 420 of the City Code.

15. The original approved grading plan retained the northeast portion of the site as undisturbed for the purpose of future septic. If the southern sanitary sewer project is constructed the septic system will not be necessary. At the time of review the respective City project had not been awarded yet; therefore, the landowner would grade this area at his own risk.
16. A \$1,500 cash escrow and \$35,000 performance bond shall be provided.
17. Erosion and sediment control measures may need to be installed to address any concentrated storm water flows from off site.
18. Additional requirements as directed by the City may be added at a future date if proposed features do not adequately address drainage and erosion control prior to full turf establishment.
19. Hours of operation are restricted to 7:00 am to 7:00 pm Monday through Saturday.

Attachments: Land Alteration Permit Application
Existing Conditions Map
Proposed Conditions Map
1999 Gainey Addition CUP Approval Final Grading Plan
Kenneth & Shirley Pike Letter
Steve Watrud Letter
Steve Watrud Pictures (Envelope)

April 4, 2008

Scott Thureen
City of Inver Grove Heights

RE: Land Alteration Permit

Scott,

Enclosed are the following for your review.

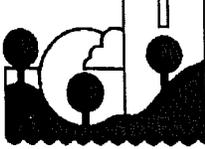
- 1) Permit Application
- 2) Check in the amount of \$480.00
- 3) Two copies of existing contour plans
- 4) Two copies of proposed contour plans showing rock entrance and silt fence locations

Please let me know if you need any further information or have questions or comments.

Sincerely,

A handwritten signature in black ink, appearing to read "Steven R. Watrud". The signature is fluid and cursive, with the first name "Steven" being the most prominent.

Steven R. Watrud
9070 90th Court
Inver Grove Heights, MN 55076



APPLICATION FOR LAND ALTERATION PERMIT

Date of Application 4.3.08

Excavator

Excavator VARIES
 Contact Person _____
 Address _____
 Telephone _____ Fax _____

Land Owner(s)

Land Owner STEVE WATRUD
 Address 9070 90TH CT E.
 Telephone 651-457-7867 Fax 651-457-8535
 PID No. 20-28400-012-01
 Legal Description Lot 1 Block 1 Addition GAINNEY
 Section _____ Township _____

Land Owner _____
 Address _____
 Telephone _____ Fax _____
 PID No. 20-
 Legal Description Lot _____ Block _____ Addition _____
 Section _____ Township _____

Description of Land Being Altered

General Location of Land Being Altered EAST SIDE OF CLARK RD
WEST OF HWY 52
 Purpose of Land Alteration REMOVE EXCESS
 Value of Work \$ _____ Estimated Start Date 5-15-08
 Estimated Completion Date ??

Source and Composition of Fill

Cubic Yards of Fill _____ c.y.
 Cubic Yards of Excavation 56000 c.y.
 Total Volume of Land Alteration = 56000 c.y.
 Total Area of Land Altered 7 Acres

A. Plan Checking Fees

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

B. Grading Permit Fees

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

A. Plan Checking Fee	\$	<u>200.00</u>
B. Grading Permit Fee	\$	<u>280.00</u>
Total Fee (A + B)	\$	<u>480.00</u>
Amount of Bond	\$	<u>35,000</u>

*Fee Received
4-7-09
JF*

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

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

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

Stipulations

1. A surety bond or certified check in the amount of \$ 35,000 (\$5,000 per acre, minimum \$10,000) must be submitted after approval of application and prior to any work. This bond or check is to ensure satisfactory performance and compliance with the below stated stipulations. The surety bond or check shall be kept active until the completion work and/or expiration of permit and can only be released by written notification of the City after a satisfactory final inspection has been performed by the City.
2. All access and street frontage of the land site must be controlled by a fence, a minimum of four (4) feet in height. All entrances must have gates that are capable of being locked.
3. Only rock, sand, gravel, dirt or similar natural earth fill is permitted. No concrete, asphalt, or demolition wastes will be permitted as fill unless a demolition landfill permit is first obtained from Dakota County (see attached).
4. Operations shall be limited to the hours of 7:00 a.m. to 7:00 p.m., Monday - Saturday, and shall not interfere with the health and safety of surrounding residents and the premises shall be maintained at all times so as not to create a nuisance.
5. Any explosives used must be done so in accordance with Inver Grove Heights Code and any other applicable standards, e.g., Federal, State, Industrial, etc. Obtain all required permits.
6. At end of each season's operations and no later than the last day of December, each year, the site is to be left in a neat and orderly condition, with maximum slopes of 3:1 with no overhang of vertical banks and with a level bottom.
7. Each day, or when required by the City, material from this operation that is found to exist on City streets shall be cleaned to the City's satisfaction by the applicants.
8. Upon completion of land alteration operations, the land must be left according to the plans and contours submitted with this application and planted with vegetation (subject to approval by the City) to prevent erosion.
9. Upon completion of land alteration operations or expiration of this permit, an inspection will be made by the City of the premises and adjoining streets. Any damage to have been caused by these operations will be corrected by the applicant upon notification of the City.

Stuart Wath
Applicant's Signature

Date 4-3-08

Stuart Wath
Property Owner's Signature

Date 4-3-08

Property Owner's Signature

Date _____

CITY USE ONLY

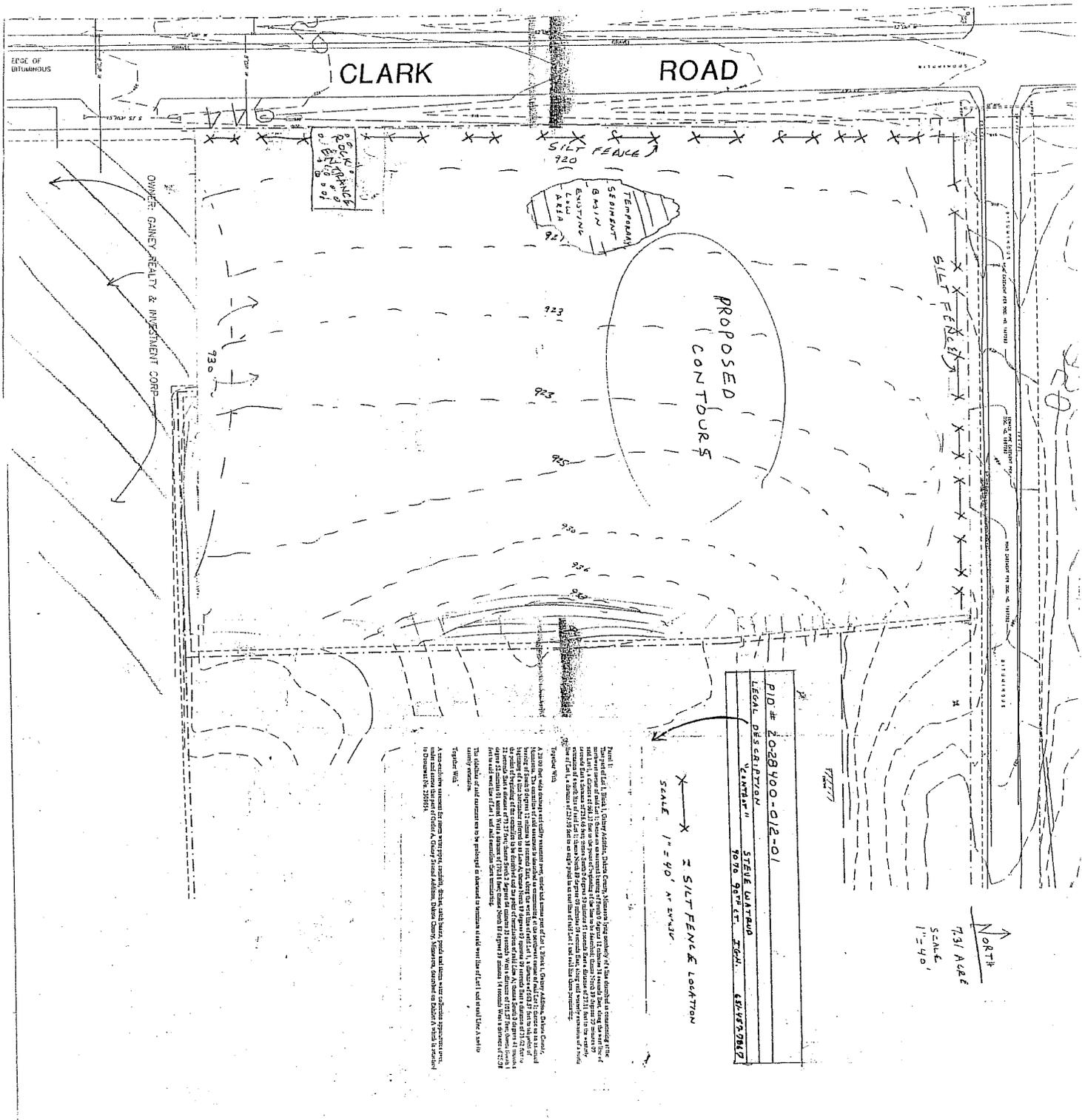
Recommended for Approval Yes No By _____ Date _____

Recommended for Approval Yes No By City Council Date _____

Bond No. _____ Date Bond Expires _____

Insurance Company _____ Date Insurance Expires _____

PROPOSED CONDITIONS



CLARK ROAD

ROAD

ROCKY HILLS
CITY OF
0.5 ACRES
0.501

TEMPORARY
EXISTING
AREA
0.22

PROPOSED
CONTOURS

SILT FENCE

OWNER: GAINES REALTY & INVESTMENT CORP.

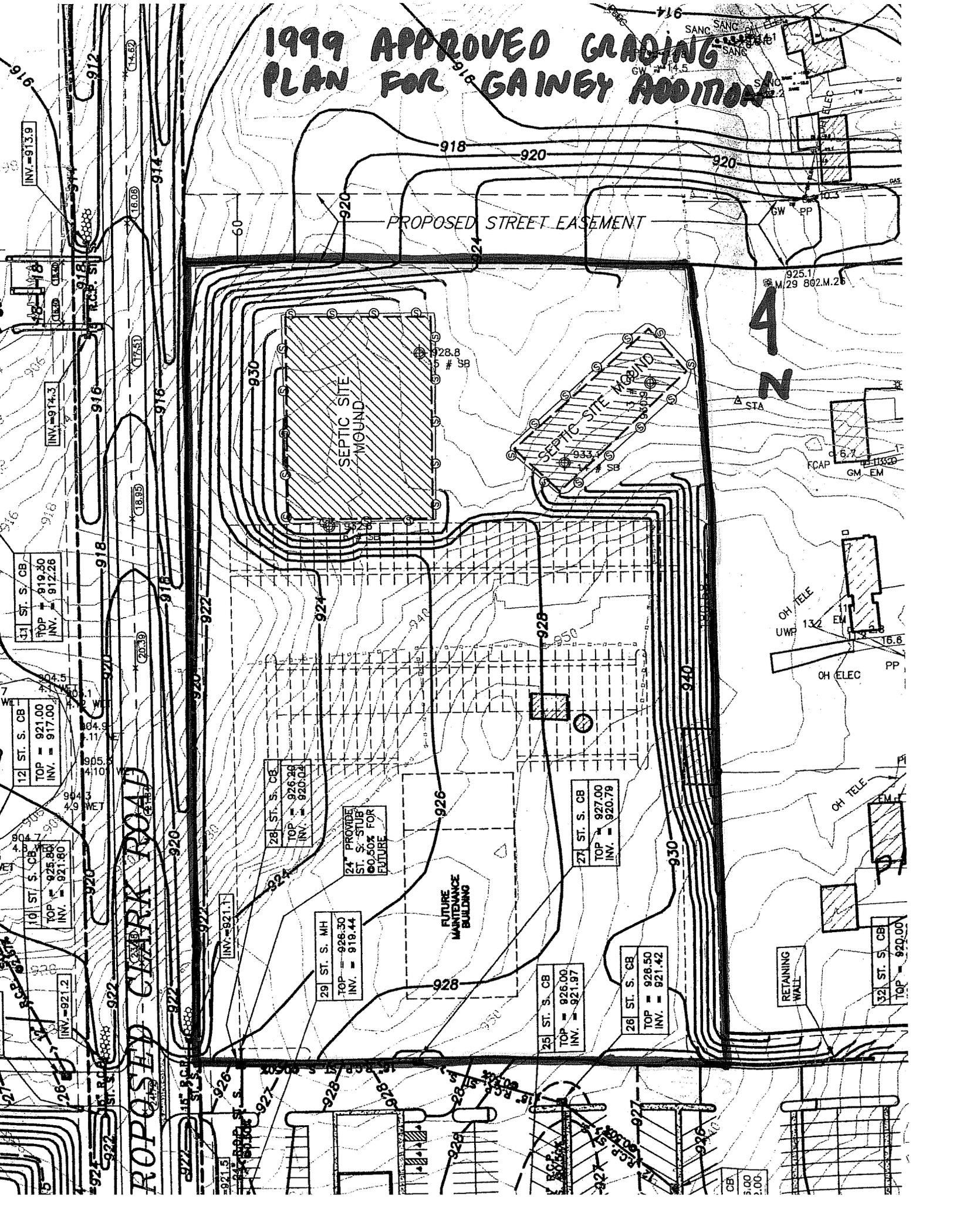
PID # 2028400-012-01
LEGAL DESCRIPTION
"LAMB" STEVE WATKINS
7070 95TH ST. TOL. S.W. VERBOS

SILT FENCE LOCATION
SCALE 1" = 40'

NORTH
7.31 ACRES
SCALE
1" = 40'

Notes:
1. This plan is a preliminary plan and is subject to change without notice.
2. The boundaries shown on this plan are based on the best available information and are not guaranteed.
3. The area shown as "PROPOSED CONTOURS" is for informational purposes only and does not constitute a site plan.
4. The area shown as "TEMPORARY EXISTING AREA" is for informational purposes only and does not constitute a site plan.
5. The area shown as "SILT FENCE" is for informational purposes only and does not constitute a site plan.
6. The area shown as "ROCKY HILLS CITY OF" is for informational purposes only and does not constitute a site plan.
7. The area shown as "OWNER: GAINES REALTY & INVESTMENT CORP." is for informational purposes only and does not constitute a site plan.
8. The area shown as "CLARK ROAD" is for informational purposes only and does not constitute a site plan.
9. The area shown as "ROAD" is for informational purposes only and does not constitute a site plan.
10. The area shown as "SILT FENCE LOCATION" is for informational purposes only and does not constitute a site plan.
11. The area shown as "SCALE 1" = 40'" is for informational purposes only and does not constitute a site plan.
12. The area shown as "NORTH" is for informational purposes only and does not constitute a site plan.
13. The area shown as "7.31 ACRES" is for informational purposes only and does not constitute a site plan.
14. The area shown as "SCALE 1" = 40'" is for informational purposes only and does not constitute a site plan.
15. The area shown as "SILT FENCE LOCATION" is for informational purposes only and does not constitute a site plan.

1999 APPROVED GRADING PLAN FOR GAINBY ADDITION



PROPOSED CHARK ROAD

PROPOSED STREET EASEMENT

SEPTIC SITE MOUND

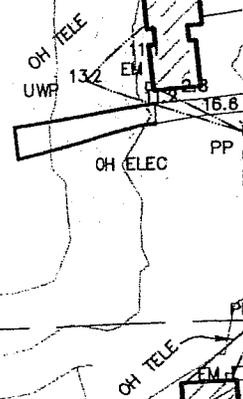
SEPTIC SITE MOUND

FUTURE MAINTENANCE BUILDING

RETAINING WALL

- 31 ST. S. CB
TOP = 919.80
INV. = 912.28
- 12 ST. S. CB
TOP = 921.00
INV. = 917.00
- 10 ST. S. CB
TOP = 925.86
INV. = 921.80
- 28 ST. S. CB
TOP = 926.48
INV. = 920.04
- 24 PROVIDE ST. S. STUB 60.50% FOR FUTURE
- 29 ST. S. MH
TOP = 926.30
INV. = 919.44
- 25 ST. S. CB
TOP = 926.00
INV. = 921.97
- 26 ST. S. CB
TOP = 926.50
INV. = 921.42
- 32 ST. S. CB
TOP = 920.00

4
N



CB
3.00
2.00

**Kenneth & Shirley Pike
11025 Courthouse Blvd. E.
Inver Grove Heights, MN 55077**

April 23, 2008

Steve Dodge
Assistant City Engineer
City of Inver Grove Heights
8150 Barbara Avenue
Inver Grove Heights, MN 55076

RE: Planning Committee Plan Review Comments
Land Alteration Permit
Steve Watrud – Gainey Addition Plat – East Side of Clark Road

Dear Mr. Dodge:

My husband and I have a few concerns over Mr. Steve Watrud excavating the property directly behind our home and to the South of our property on the East side of Clark Road.

1. Mr. Watrud hasn't done a good job of taking care of the landscaping at his current place of business on Clark Road which leaves us with little or no confidence in his plans for the property directly behind our home. This is a huge concern for us. And should this removal of soil take place, we would like to have a berm to separate his property from ours.
2. #19 The days and hours of operation. We do not want to have this operating on Saturdays. Our weekends are precious to us since we both work full time and we do not want to put up with noise and dust on our only two days off a week. Five days a week is plenty for them to do what they need to do. And we do not want to listen to trucks etc after 5:30 in the evening when we get home from work. We want to enjoy the outdoors without putting up with dust and noise. And speaking of dust, who is going to wash our house after this operation is completed to rid it from the dust residue?
3. If this land does not have any immediate building occupation to take place within the near future, why does the excavating have to be done at this time? Is it just for Mr. Watrud to make money off the 56,000 cubic yards of fill? Why not leave it as it is? We don't need another leveled weed patch site like the west side of Clark Road that is still undeveloped. I would rather see it left undisturbed.

It would have been nice if Mr. Watrud would have called us or stopped over and told us just what he was planning on doing to make for a nice neighborly working relationship like Mr. Esperseth did, and still does, with his property to our North. Now, he is a good neighbor.

We are not very impressed with Mr. Watrud's current up-keep of his landscaping now on Clark Road and that makes us a little more concerned and hesitant of what and how he will take care of this parcel after the excavation of the soil is removed. We do not want to see barren land like the west side of Clark Road that is nothing but weeds growing. We would rather leave it in it's natural state until such time as someone is going to construct a business. We enjoy seeing the wildlife.

We would like to see a drawing of just what the land will look like after the excavation of the 56,000 yards of fill, what it will look like butting up to our property line, and what landscaping of trees, etc. he plans on doing before this land is developed.. The grading map does not show us how it will look. Who will be doing the excavating? The application states "varies" and we want to know the end date for this removal? We do not want this to be an everlasting on going event. Correct me if I am wrong, but this sounds to me like Mr. Watrud wants to remove the dirt in order to make money off the land without having a prospective business to build on the parcel and with no concern of the neighbors. Will it remain an eyesore until such time a business is ready to go in? I realize that it will eventually need to be graded but until a business is ready to go in, why now, other than for him to make money off the land?

Before any action is taken on this request from Mr. Steve Watrud, we feel we have valid valid issues that need to be addressed. I realize it is his property, but we live there, he does not.

Sincerely,

Ken and Shirley Pike
11025 Courthouse Blvd.
Inver Grove Heights, MN 55077

May 8, 2008

Steve Dodge
Mayor and Council Members of the
City of Inver Grove Heights
8150 Barbara Avenue
Inver Grove Heights, MN 55076

Re: Gainey Addition Plat - Land Alteration Permit

This letter is in response to Kenneth and Shirley Pike's letter of April 23, 2008 regarding their concerns of property excavation on the Clark Road property. I will address their concerns as they have listed them.

1. This is the first complaint I have heard regarding our landscaping in the almost six years we have occupied this building. Granted, it is not immaculate landscaping, but it is a commercial/industrial building and I believe acceptable. I have enclosed two photos showing our building.
2. Everything planned has been discussed with City staff and falls within city ordinances.
3. Excavation of the land is just the first step in developing it. Once excavated, it is much easier for prospective buyers to imagine their building or buildings.

Mr. And Mrs. Pike are correct, I have not discussed my plans with them. I was unaware that it was important to them. Nor have they contacted me.

Regarding our landscaping again, I need to ask the Pikes if any of the debris on their property bothers them. I have enclosed pictures taken on May 7, 2008 showing debris left on their property. I know for a fact that we do not have debris like this on our property. Even our storage yard area is kept as organized as possible.

Enclosed are drawings of the excavation process showing existing and new elevations. These were submitted to the city in early April. I have been working with City staff for over six months on this project. Everything that has been asked for falls within the City guidelines.

Finally, I am not trying to cause problems - only develop the land I have purchased which is in a commercial/industrial area. Thank you for your attention to this matter.

Sincerely,



Steven R. Watrud
9070 90th Court E.
Inver Grove Heights, MN 55076

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Resolution Authorizing Preparation of a Feasibility Study for Intersection Improvements for T.H. 3 and Proposed 80th (CSAH 28) – City Project No. 2009-01

Meeting Date: May 12, 2008
 Item Type: Regular
 Contact: Scott D. Thureen, 651-450-2571
 Prepared by: Scott D. Thureen, Public Works Director
 Reviewed by: *SST*

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED

Consider resolution authorizing preparation of a feasibility study for intersection improvements for T.H. 3 and proposed 80th (CSAH 28) – City Project No. 2009-01.

SUMMARY

The Argenta Hills development that was recently approved by the City Council includes the construction of the proposed T.H. 3 and 80th Street intersection. The Council will be considering the approval of the ICE (Intersection Control Evaluation) as prepared by the developer and reviewed/approved by Dakota County and Mn/DOT at this council meeting in a separate agenda item. The City is the lead agency for design and construction of the intersection improvement, which has been recommended as a roundabout in the ICE. As the lead agency, the City will be responsible for guiding the project through the Mn/DOT review and approval process, in addition to Dakota County, while meeting the construction deadlines imposed by the development contract with IGH Investment, LLC, the developer.

This project is proposed to be constructed using a combination of funds from Dakota County, the developer, and assessments to the east side of Trunk Highway 3. The proposed feasibility report will address an assessment method that can be reviewed by the Council prior to incorporation using traffic generation comparisons for both sides of T.H. 3. The feasibility report will utilize estimated project costs preliminarily as prepared by the developer’s engineer for the intersection and will follow the schedule as attached to this agenda item. We have provided ample time in the schedule to complete a public information meeting before the public hearing and will discuss with the Council at a later date the extent of a public information program to address any concerns related to installation of the first roundabout in the City of Inver Grove Heights.

The City is intending to retain WSB & Associates, Inc., our Northwest Area transportation and utility review engineer, to provide coordination for this project due to the aggressive schedule and requirement that construction be completed by July, 2009. WSB will prepare the feasibility report and address review comments with all of the agencies related to the layout prepared by the developer.

Since the layout of the roundabout was prepared by the developer’s engineer, we will be soliciting final design proposals for design-related activities and construction-related activities for this project. The Council will need to authorize the design services following the public hearing.

Engineering staff recommends approval of this request as presented.

Attachments:

- Resolution
- Proposed schedule

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

RESOLUTION ORDERING PREPARTION OF REPORT FOR THE T.H. 3/80th STREET
INTERSECTION IMPROVEMENTS, INITIATED BY THE CITY COUNCIL

RESOLUTION NO. _____

WHEREAS, it is proposed to make improvements and to assess or tax the benefited property or all or a portion of the cost of said improvement, pursuant to Minnesota Statutes, Section 429.011 to 429.111 (Laws 1953, Chapter 398, as amended) and Section 103B.201 to 103B.251 as follows:

City Project No. 2009-01 - T. H. 3/80th Street Intersection Improvements
Roundabout construction and T.H. 3 widening and improvements

WHEREAS, the City Council approved a developers agreement between the City and IGH Investment, LLC concerning the Argenta Hills development on April 28, 2008; and

WHEREAS, the City Council approved a resolution on April 28, 2008 that approved the Argenta Hills development and that defined the responsibilities of the parties for the study, design, construction and payment for various street improvements related to the development.

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

1. That the proposed improvements be referred to the Public Works Director for study and that he/she be instructed to report to the Council with all convenient speed, advising the Council, in a preliminary way, as to whether the proposed improvements are feasible and as to whether it would be best made, as proposed, or in connection with other improvement and the estimated cost of the improvements as recommended.
2. That the study shall include a review of the intersection improvements at T.H. 3 and proposed 80th Street to determine if improvements are required to address traffic and access to the noted development in accordance with the approved intersection control evaluation (ICE) report.
3. The Director of Public Works is authorized to retain WSB & Associates, Inc. to prepare the study.

George Tourville, Mayor

ATTEST:

Melissa Rheaume, Deputy Clerk

Inver Grove Heights TH 3 at CSAH 28 Roundabout

Project Schedule

4/30/08

Task	2008								2009		
	May	June	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar
Layout Review April 30 - May 9	★										
Revise Layout May - June											
City Council-Accept Traffic Study/ICE Report and Authorize Feasibility Report May 12	★										
City Council-Accept Feasibility Report and Call for Public Hearing June 14		★									
Submit to Mn/DOT for Layout Approval before June 13		★									
Layout Approval Workshop Week of June 23-27		★									
Open House Week of June 23-27		★									
City Council - Public Hearing and Order Plan/Spec July 14			★								
Final Design - PS&E											
60% Review - Aug. 11-22				60%							
95% Review - Sept. 29-Oct. 10						95%					
100% PS&E Review - Dec. 1-19								100%			
Mn/DOT Final Review and Approval Approved Jan. 28									★		
City Council - Final PS&E / Authorize Ad for Bid February 9										★	
Open Bids March 11											★
Award Contract March 23											★

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Resolution Approving the Intersection Control Evaluation (ICE) Report that recommends a Roundabout as means of Traffic control at the Intersection of TH 3 and proposed 80th Street (CSAH 28), City Project No. 2009-01

Meeting Date: May 12, 2008
 Item Type: Regular
 Contact: Scott D. Thureen, 651-450-2571
 Prepared by: Scott D. Thureen, Public Works Director
 Reviewed by: *SAT*

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 resolution approving the Intersection Control Evaluation (ICE) report that recommends a roundabout as means of traffic control at the intersection of TH 3 and proposed 80th Street (CSAH 28).

SUMMARY

The developer's agreement between the City and IGH Investment, LLC includes a requirement that the City lead the design and construction of intersection improvements to TH 3 and proposed 80th Street (CSAH 28). As TH 3 is a State Highway and 80th Street will be a future County Road, the ICE was required to determine the appropriate intersection control. The roundabout was recommended as the preferred traffic control system. Since the City is leading this project and 80th Street is a city street, the City is required to approve the ICE report. Representatives from WSB & Associates, Inc., the engineering consulting firm that is assisting with transportation and utility layout reviews in the Northwest Area, will be at the Council meeting to present the ICE.

I recommend approval of the ICE report that includes the recommendation of a roundabout for traffic control at the intersection of TH 3 and proposed 80th Street (CSAH 28).

Please see the related agenda item calling for preparation of a feasibility report for this project for more information on the schedule.

SDT/kf

Attachments: Resolution
 ICE Report

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

**RESOLUTION RECEIVING AND APPROVING THE INTERSECTION CONTROL EVALUATION (ICE)
REPORT FOR TH 3 AND PROPOSED 80TH STREET (CSAH 28)**

CITY PROJECT NO. 2009-01

RESOLUTION NO. _____

WHEREAS, on April 28, 2008, the City of Inver Grove Heights approved the developers agreement with IGH Investment, LLC, for the Argenta Hills development located near TH 3 and proposed 80th Street (CSAH 28), City Project No. 2009-01; and

WHEREAS, the developer has completed the ICE report for the intersection as reviewed by Mn/DOT and Dakota County; and

WHEREAS, staff has reviewed the ICE report and are in agreement with the recommendations of the study; and

WHEREAS, funding for the construction of the project will be from Dakota County, City of Inver Grove Heights, and assessment to the developer and properties located east of TH 3.

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

1. The Intersection Control Evaluation (ICE) report for the TH 3 and proposed 80th Street (CSAH 28), City Project No. 2009-01, be received and approved.

AYES:

NAYS:

George Tourville, Mayor

ATTEST:

Melissa Rheaume, Deputy Clerk

MINNESOTA DEPARTMENT OF TRANSPORTATION

INTERSECTION CONTROL EVALUATION

ICE REPORT

for
T.H. 3 at Future CR 28/80th St
In Inver Grove Heights, Dakota County

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

Preparer's name, P.E.

Reg. No.

Date

REVIEWED:

County Traffic Engineer

Date

APPROVED:

City Engineer (or Representative)

Date

Metro District Traffic Engineer - Program Support

Date

I. DESCRIPTION OF LOCATION

The proposed traffic control addition is located at the future intersection of Trunk Highway (TH) 3 and Future CR 28/80th Street in Inver Grove Heights, Dakota County, Minnesota. The City of Inver Grove Heights is located just south of St. Paul and is situated in the northern portion of Dakota County. The intersection is located approximately 1,400 feet north of TH 55, and a little over a mile west of TH 52 (see Figure 1 for the Project Location). This will be a new intersection on TH 3 for the Future CR 28 to the west and a relocated 80th Street on the east side. 80th Street is being realigned to intersect TH 3 about 500 feet north of its present location. The US Census Bureau 2005 Population Estimate for the City of Inver Grove Heights is 33,182.

II. EXISTING CONDITIONS

TH 3 is currently a two lane undivided north-south highway at the proposed intersection location. It is classified as a minor arterial and has a posted speed limit of 50 mph. Presently, there is no intersection at the location of the future intersection. However, there is a four-legged, two-way stop controlled intersection about 500 feet to the south where existing 80th Street extends to the east and a private drive makes up the west approach. This intersection will ultimately be removed upon full construction of the proposed Future CR 28 intersection. At the location to the south, the minor approaches are each served by shared left turn/through/right turn lanes. The northbound approach is served by exclusive left turn, through and right turn lanes, and the southbound approach provides an exclusive left turn lane and a shared through/right turn lane. The AADT (2006) on TH 3 is 6,900 vehicles per day at the location of the proposed intersection. The current condition of the proposed intersection location is shown in Figure 2.

Figure 1. Project Location

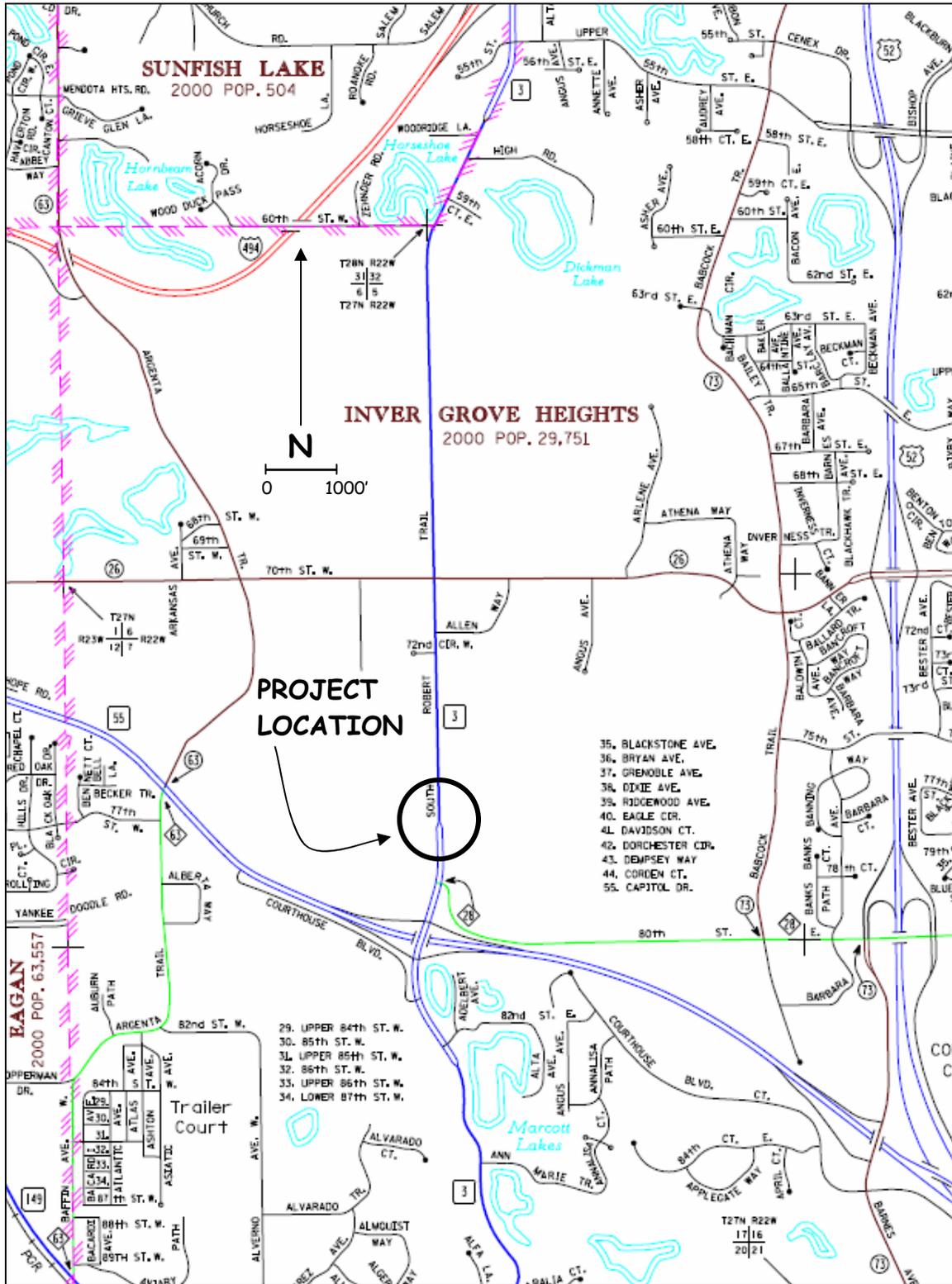
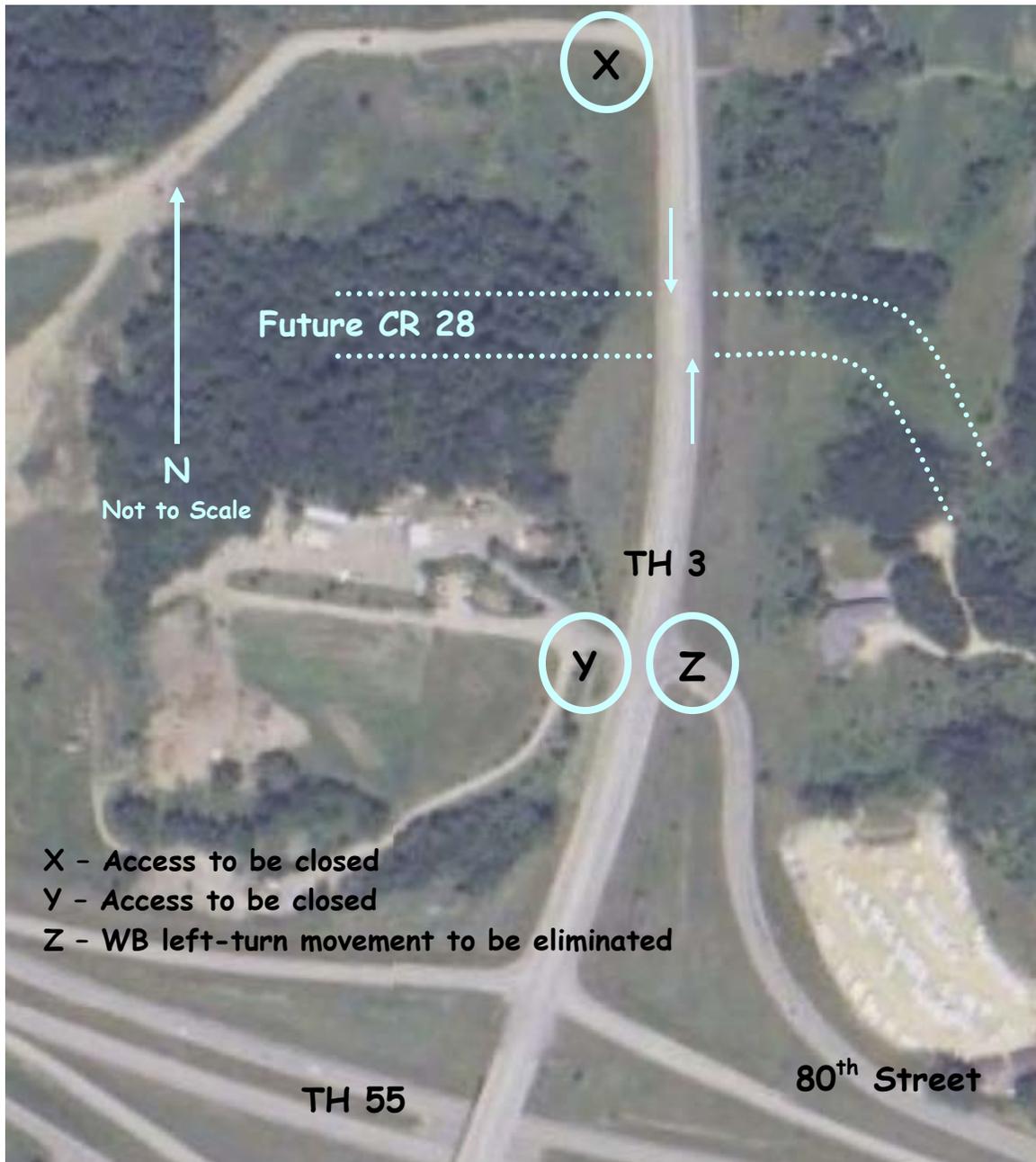


Figure 2. Present Roadway Geometry with Future Roadway



III. INTERIM CONDITIONS

The west leg of Future CR 28 is being constructed in conjunction with the development of a commercial area to the south of the road, and a residential area to the north. This roadway will temporarily intersect Argenta Trail on the west end and create a T-intersection at TH 3.

The construction of this new roadway will result in three full access intersections in a span of 1,100 feet on TH 3. In order to allow this stretch of roadway to operate in a safe manner, modifications will be made to the existing intersection at 80th Street. The west access will be closed, and the eastbound left-turn movement will be restricted, creating a $\frac{3}{4}$ intersection where northbound right turns and southbound left turns are maintained. Vehicles formerly taking eastbound left turns will be forced to turn right and then make a u-turn at the new Future CR 28 intersection.

There are several alternatives for traffic control at the proposed intersection. All-way stop, traffic signal and roundabout control will be analyzed at Future CR 28, with the $\frac{3}{4}$ intersection at 80th Street remaining consistent for each analysis.

IV. ANALYSIS OF ALTERNATIVES – INTERIM CONDITION

Crash Analysis

Projected 2010 ADT volumes for the TH 3 and Future CR 28 intersection and standard crash rates by control type for state highway intersections were used to estimate annual numbers of crashes for each alternative. Standard crash rates of 0.6 crashes/Million Entering Vehicles (MEV) for an all-way stop intersection and a rate of 0.7 crashes/MEV for a signalized intersection were used in determining future crash estimates. These rates were taken from The Traffic Safety Fundamentals Handbook, April 2001, published by the Minnesota Department of Transportation. Typically, roundabouts reduce the number of crashes by approximately 50 percent as compared to a signalized intersection thus, a standard crash rate of 0.35 crashes/MEV was used for this alternative. Multilane roundabouts have a higher crash rate than do single lane roundabouts. However, specific quantitative data identifying a crash rate for multilane facilities have not been published and widely accepted.

Table 1 shows the current and projected 2010 crash totals for each alternative.

**Table 1
Predicted Crash Totals**

Alternative	Average Crash Rate	Average Crashes/Year 2003-2005	Projected Crashes/Year 2010
All-Way Stop	0.6	NA	6
Traffic Signal	0.7	NA	6
Roundabout	0.35	NA	3

Warrant Analysis

Because this is a proposed intersection, there are no current turning movements or directional volumes to collect. Hourly directional counts were taken at the intersection of TH 3 and 80th Street, located to the south of the proposed intersection, in August of 2007. Hourly trip generation and distribution estimates were forecasted for the intersection based on the anticipated development on the west side of TH 3. A signal warrant analysis was performed using these hourly volumes. The signal warrant requirements were reduced to 70 percent of their stated value based on the fact that the posted speed limit on TH 3 exceeds 40 mph.

The expected 2010 traffic volume at the intersection of TH 3 and Future CR 28 satisfies the requirements of the all-way stop warrant. The volumes also satisfy warrants 1A, 1B, 2, 3, and 7. The installation of a traffic signal for this intersection would be justified if this is considered to be the preferred alternative. A roundabout is considered to be justified if the intersection meets either a signal warrant or the all way stop warrant. Because this intersection meets both, a roundabout can also be justified at this location.

The all-way stop and signal warrant analyses are included in Appendix C.

Capacity Analysis

A capacity analysis of the Future CR 28/TH 3 intersection was completed for each of the proposed intersection control alternatives using the forecasted 2010 AM and PM peak hour volumes. The 80th Street/TH 3 intersection was analyzed using $\frac{3}{4}$ intersection configuration.

The proposed geometrics for a roundabout option and a signalized option are shown in Appendix A. These are only concept layouts with refinements likely during the final design of each alternative.

An analysis was performed using SYNCHRO traffic modeling software for both the all-way stop and the signal controlled intersection alternatives. An analysis was also conducted using RODEL traffic modeling for the roundabout alternative.

SYNCHRO results for an all-way stop controlled intersection show that the intersection would operate at LOS E in the a.m. peak hour and LOS F during the

p.m. peak hour. Several of the movements would incur greater than 150 seconds of delay during the p.m. peak. In addition, it would be difficult for an all-way stop controlled intersection to accommodate all types of u-turning traffic.

The results of the analyses under traffic signal control show intersection LOS B in the a.m. peak hour and LOS D in the p.m. peak. The eastbound right turn lane would operate at LOS E as well as the northbound left turn/u-turn movement. Much like the all-way stop controlled intersection, a traffic signal controlled intersection may not be able to accommodate all types of u-turning vehicles.

The RODEL analysis used typical design parameters and indicates that a single lane roundabout would not handle the forecasted volume of traffic. A single-lane facility was found to be over capacity. When modeled in RODEL as a two-lane roundabout the west leg of the roundabout operates at LOS C during the p.m. peak hour, while the north and south approaches operate with less than 10 seconds of average vehicle delay. The RODEL analysis results can be found in Appendix F.

The 80th Street/TH3 intersection was also modeled using SYNCHRO. The geometry, identified previously, included $\frac{3}{4}$ configuration, with the west approach providing only a stop controlled right turn movement. Peak hour analysis results show that the west approach will operate at LOS C in both the a.m. and p.m. peak hours. The intersection operates at LOS A in both peak hour periods. All SYNCHRO analysis results can be found in Appendix E.

The capacity analysis measures the effectiveness of each alternative in regards to LOS, average delay, average queue and maximum queue. The data gathered in these analyses for both intersections are contained in Table 2.

Table 2. Interim Conditions Capacity Analysis Table

Peak Hour Analysis - 2010 Interim Build Conditions

AM Peak Hour	Minor Leg - EB Future CR 28		Minor Leg - WB		Major Leg - NB TH 3			Major Leg - SB TH 3			INT
	L	R	L	R	U	L	T	T	R	R	
Movement Volume	100	280			55	175	590				85
Geometry	L	R			U/L		T				R
All-Way Stop Control	B	C			B		F			B	A
Avg Delay	12	16			12		96			14	<10
LOS	C	A			B		A			B	A
Avg Delay	22	<10			20		<10			16	<10
Avg Queue (ft)	<50	<50			50		70			50	<50
95% Queue (ft)	70	60			140		180			130	<50
Approach LOS	B				B					B	
Avg Delay	<10				<10					<10	
Avg Queue (ft)	<50				<50					<50	
Max Queue (ft)	<50				<50					<50	
Approach LOS	A				A					A	
PM Peak Hour	Minor Leg - EB Future CR 28		Minor Leg - WB		Major Leg - NB TH 3			Major Leg - SB TH 3			INT
Movement Volume	L	R			U	L	T	T	R	R	
Geometry	L	R			U/L		T			R	
All-Way Stop Control	C	F			E		D			F	C
Avg Delay	18	>150			36		30			>150	16
LOS	C	E			E		A			D	A
Avg Delay	32	64			60		<10			52	<10
Avg Queue (ft)	80	210			230		60			290	<50
95% Queue (ft)	150	410			410		90			500	<50
Approach LOS	E				D					D	
Avg Delay	18				<10					<10	
Avg Queue (ft)	80				<50					<50	
Max Queue (ft)	120				<50					<50	
Approach LOS	C				A					A	
AM Peak Hour	Minor Leg - EB		Minor Leg - WB 80th Street		Major Leg - NB TH 3			Major Leg - SB TH 3			INT
Approach Volume							R	L	T		
LOS							125	60	480		
Avg Delay							C	A	A		
							18	<10	<10		
PM Peak Hour	Minor Leg - EB		Minor Leg - WB 80th Street		Major Leg - NB TH 3			Major Leg - SB TH 3			INT
Approach Volume							R	L	T		
LOS							220	125	1125		
Avg Delay							C	A	A		
							18	<10	<10		

V. 2030 CONDITIONS

The interim condition presented and analyzed previously is a temporary solution that will be modified when 80th Street is closed where it currently intersects TH 3 and realigned to create the fourth (west) leg of the intersection at Future CR 28 and TH 3. The timetable of this closure and realignment is unknown, as it is dependent on nearby development as well as other elements.

When the west leg of the intersection is added, the $\frac{3}{4}$ intersection to the south will close. Trips now traveling west on 80th Street and heading south on TH 3 will no longer be required to make a right turn and a u-turn in order to continue to their destination. They will now simply make a left turn at the four legged intersection.

The Metropolitan Council's Travel Demand Model for Dakota County was run to identify 2030 volumes on TH 3 and adjacent roadways. Using the output of the model compared to 2000 counts shown in the model, a yearly growth rate of 2.67% was applied to the background traffic. No-Build volumes were generated for the intersection for the year 2030, and then the Argenta Hills Development traffic was added to create expected build volumes.

In discussion with stakeholder agencies, it was determined that by the year 2030, Future CR 28 would operate as a County State Aid Highway (to limit confusion it will remain Future CR 28 in this document). It was also determined that at this time this segment of roadway would carry additional through trips that do not access any of the development on Future 28 between Argenta Trail and TH 3. After discussion with County and State DOT staff the volume was established at 6,000 vehicles per day – 600 during each peak hour. These 600 trips were distributed through the intersection and added to the 2030 build volumes. The volumes can be found in Appendix D.

Crash Analysis

Projected 2030 ADT volumes for the TH 3 and Future CR 28 intersection and standard crash rates by control type for state highway intersections were used to estimate annual numbers of crashes for each alternative.

Table 3 shows the current and projected 2010 crash totals for each alternative.

**Table 3
Predicted Crash Totals**

Alternative	Average Crash Rate	Average Crashes/Year 2003-2005	Projected Crashes/Year 2030
All-Way Stop	0.6	NA	8
Traffic Signal	0.7	NA	9
Roundabout	0.35	NA	5

Warrant Analysis

The expected 2030 traffic volumes at the intersection of TH 3 and Future CR 28 satisfy the requirements of the all-way stop warrant. The volumes also satisfy warrants 1A, 1B, 2, 3, and 7. The installation of a traffic signal for this intersection would be justified if this is considered to be the preferred alternative. A roundabout is considered to be justified if the intersection meets either a signal warrant or the all way stop warrant. Because this intersection meets both, a roundabout can also be justified at this location.

The all-way stop and signal warrant analyses are included in Appendix C.

Capacity Analysis

SYNCHRO was used to analyze the operation of the intersection under 2030 volumes. An all-way stop controlled intersection with two approach lanes for each leg would incur a large overall intersection delay (>150) during both peak hours. In the a.m. peak hour, the majority of the movements would operate at LOS F, and each movement, with the exception of westbound right turns would operate at LOS F in the p.m. peak hour.

For traffic signal control analysis, each approach was modeled with exclusive left turn and right turn lanes. The east-west road had two through lanes while the north-south road had one. During the a.m. peak hour the intersection operated at LOS D, and while two movements were LOS E, each approach achieved LOS D or better. During the p.m. peak hour, the intersection operated at LOS F, with three of the four approaches at LOS F; the fourth operated at LOS E. When a second northbound left turn lane was added, the intersection operation improved to LOS E, although two approaches remained at LOS F. Synchro Analysis results can be found in Appendix E.

RODEL was run using the peak hour volumes for the year 2030. As shown in Appendix F, the multilane roundabout will operate in an acceptable manner during both the a.m. and p.m. peak hours. The north and west approaches operate at LOS C, while the west and south approaches operate at LOS A. The entire intersection operates at LOS B with an average delay of 11 seconds per vehicle. Results for the RODEL analysis can be found in Appendix F.

Summarized results gathered for the SYNCHRO and RODEL analyses for the Future CR 28/TH 3 intersection are contained in Table 4.

Appendix A includes the proposed alternative geometrics for the intersection.

Table 4. 2030 Conditions Capacity Analysis Table

AM Peak Hour		Peak Hour Analysis - 2030 Conditions												INT			
		EB Future CR 28				WB 80th Street				NB TH 3					SB TH 3		
Approach Volume	Geometry	L	T	R	L	T	R	L	T	R	L	T	R	L	T	R	INT
			LOS	250	205	225	95	200	35	125	970	110	10	325	235		
	Avg Delay	TR		E	LT		TR	C	C	C	TR		F	TR		F	
	Avg Delay	F	F	40	C	C	16	C	C	C	18	>150	58	22	>150	F	
	LOS	E	C	A	D	D	B	D	D	A	D	E	C	C	A	D	
	Avg Delay	56	30	<10	46	38	13	46	58	<10	24	26	<10	38	<10	38	
	Avg Queue (ft)	140	50	<50	50	60	<50	70	610	<50	<50	150	<150	<150	<150	-	
	95% Queue (ft)	280	90	60	100	90	<50	130	890	<50	<50	250	50	<150	<150	-	
	Approach LOS	C				D				D				B			
	Avg Delay	<10				<10				<10				<10			
	Avg Queue (ft)	<50				<50				<50				<50			
	Max Queue (ft)	<50				<50				60				<50			
	Approach LOS	A				A				A				A			
PM Peak Hour		Peak Hour Analysis - 2030 Conditions												INT			
Approach Volume		EB Future CR 28				WB 80th Street				NB TH 3					SB TH 3		
		L	T	R	L	T	R	L	T	R	L	T	R	L	T	R	INT
	Geometry	325	245	450	185	250	15	315	500	110	50	915	360				
	LOS	TR		F	LT		TR	F	F	C	TR		F	TR		F	
	Avg Delay	>150	>150	>150	116	70	24	102	>150	>150	104	>150	104	>150	104	>150	
	LOS	F	E	E	F	E	C	F	B	A	C	F	B	F	B	F	
	Avg Delay	>150	60	60	128	76	24	>150	14	<10	24	122	16	86	16	86	
	Avg Queue (ft)	420	130	220	200	140	<50	410	250	<50	<50	1150	130	-	130	-	
	95% Queue (ft)	620	170	460	370	190	<50	610	330	<50	60	1410	220	-	220	-	
	Approach LOS	F				F				E				F			
	Avg Delay	16				<10				<10				16			
	Avg Queue (ft)	80				<50				<50				120			
	Max Queue (ft)	160				<50				<50				180			
	Approach LOS	C				A				A				C			

VI. OTHER FACTORS

Driver Familiarity

Still in their infancy in the region, a roundabout, compared to a traffic signal controlled intersection, comes with the issue of driver unfamiliarity. Because this intersection will be situated near a major commercial area, driver familiarity with a multilane roundabout may be a concern. Whereas a roundabout near an area with routine drivers, those that travel the route day in and day out, will be used by drivers accustomed to that type of intersection, this roundabout will be used by motorists that may be unfamiliar with the type of intersection control they will pass through, as they visit the area with much less frequency.

Iterative Expansion of the Intersection

When this new intersection is constructed it will be done as a three-legged intersection. The existing 80th Street intersection to the south will remain until 80th street is realigned to connect with Future CR 28. When 80th Street is realigned, the existing intersection will be removed. Discussion with all stakeholders regarding the temporary nature of the initial Future CR 28 intersection with TH 3 has put forth the desire that the intersection be easily expandable when realignment takes place.

When comparing the “expandability” of a traffic signalized intersection versus a roundabout, it becomes apparent that a roundabout is the more permanent solution. More permanent meaning that less of the original intersection construction will need to be removed, replaced or modified when time comes for the east leg to be added. A traffic signal controlled intersection would require additional lanes to be either constructed or opened, and extra traffic signal components and underground infrastructure, such as conduit, loop detectors, etc., to be installed. When the fourth leg is to be added to a roundabout, less work would be required, including removal of curbing on the outside of the circulatory roadway where the east approach will connect, and modification/addition of signing and striping. Then the realigned roadway could be put in place when it is constructed to meet the circulatory roadway.

Other considerations

- There are proponents of both types of intersections (traffic signal control and roundabout) from the various stakeholders.
- System continuity, citizen input, personal viewpoints and concerns of what public officials might accept all came to the forefront.
- Concern with the possibility that motorists may avoid the area because of the roundabout.
- The potential increase in time it takes to plan and design a roundabout.
- Safety considerations with northbound u-turning vehicles conflicting with eastbound right turning vehicles in a all-way stop or signalized intersection.

• VII. ANALYSIS SUMMARY

Based on the information provided within this document and engineering judgment the following conclusions have been drawn:

- Using the volume projections for the 2010 interim build condition, analysis of all-way stop control shows that the intersection would operate at LOS E during the a.m. peak hour and LOS F during PM peak. In order for the intersection to operate acceptably, far too many lanes would be needed than can be supported by all-way stop control. An all way stop condition with multiple approach lanes on each leg, introduces driver confusion on whose turn it is to go next, resulting in an inefficient operation of the intersection. The all-way stop condition should not be considered further, because of these concerns.
- Using the volume projections for the 2010 interim build condition, a signalized intersection, served by exclusive left turn and right turn lanes for the west approach, an exclusive left turn and through movement for the south approach, and an exclusive right turn lane and through lane for the north approach, operates at LOS D or better for each approach in the a.m. peak hour period. During the p.m. peak hour the intersection operates at LOS D, although the west approach operates at LOS E. Most movements provide some reserve capacity for traffic volume increase as further growth occurs in the area, before the intersection falls to LOS E.
- A single lane roundabout layout would over capacity for the 2010 build conditions during the peak hour.
- A multi-lane roundabout operates at LOS C or better for each approach in both peak hour periods, and at LOS A overall. It also provides reserve capacity for traffic volume increase as further growth occurs in the area.
- Because this intersection is proposed and does not presently exist, crash comparisons can not be made. However, estimates indicate that the greatest crash reduction is anticipated if a roundabout is constructed at this location. Because specific multilane roundabout crash rates are not available, the crash analysis used estimated single lane roundabout crash rates. Multilane roundabouts are likely to have a higher crash rate per million entering vehicles than single lane roundabouts.

Because of costs and right-of-way, an interchange, continuous flow, and other non-traditional types of intersections were not analyzed beyond initial discussion.

Both the signalized and multi-lane roundabout controlled intersections operate in an acceptable manner under 2010 interim build conditions, and leave capacity for continued volume increases on TH 3. Under 2030 conditions a multilane roundabout operates better than a traffic signal controlled intersection. The signalized intersection operates at LOS D in the a.m. peak hour and LOS F

during the p.m. peak hour, while a roundabout operates at LOS A and B during the a.m. and p.m. peaks respectively.

A multi-lane roundabout would not have the associated signal maintenance and power costs a signalized intersection would have. U-turning vehicles would have difficulty with a traffic signal controlled intersection and would pose safety problems as they conflict with other movements. In a roundabout they would blend in with the other traffic. When compared to a traffic signal controlled intersection, a multi-lane roundabout may have drawbacks as well. Because this intersection will be situated near a major commercial area, driver familiarity with a multilane roundabout may be a concern. Whereas a roundabout near an area with routine drivers, those that travel the route day in and day out, will be used by drivers accustomed to that type of intersection, this roundabout will be used by motorists that may be unfamiliar with the type of intersection control they will pass through, as they visit the area much less frequently.

The primary advantage a multilane roundabout holds for this intersection is the ease for which expansion can occur when 80th Street is realigned to create the east leg of the intersection. Less demolition of the existing facility will need to occur, and there will be less modification required when compared to a traffic signal controlled intersection.

VIII. RECOMMENDED INTERSECTION CONTROL

A multilane roundabout is the recommended traffic control for the intersection of TH 3 and Future CR 28. This type of facility provides more capacity than other alternatives, and easier to expand when the need arises. In addition, the roundabout is more permanent than a traffic signal controlled intersection in respect to the addition of the east approach of the intersection when ever realignment occurs. The roundabout is a safer alternative, and can handle the u-turning movement required during the interim condition.

Other factors are If less concern to the stakeholders, and do not show a significant benefit or disadvantage to either type of traffic control.

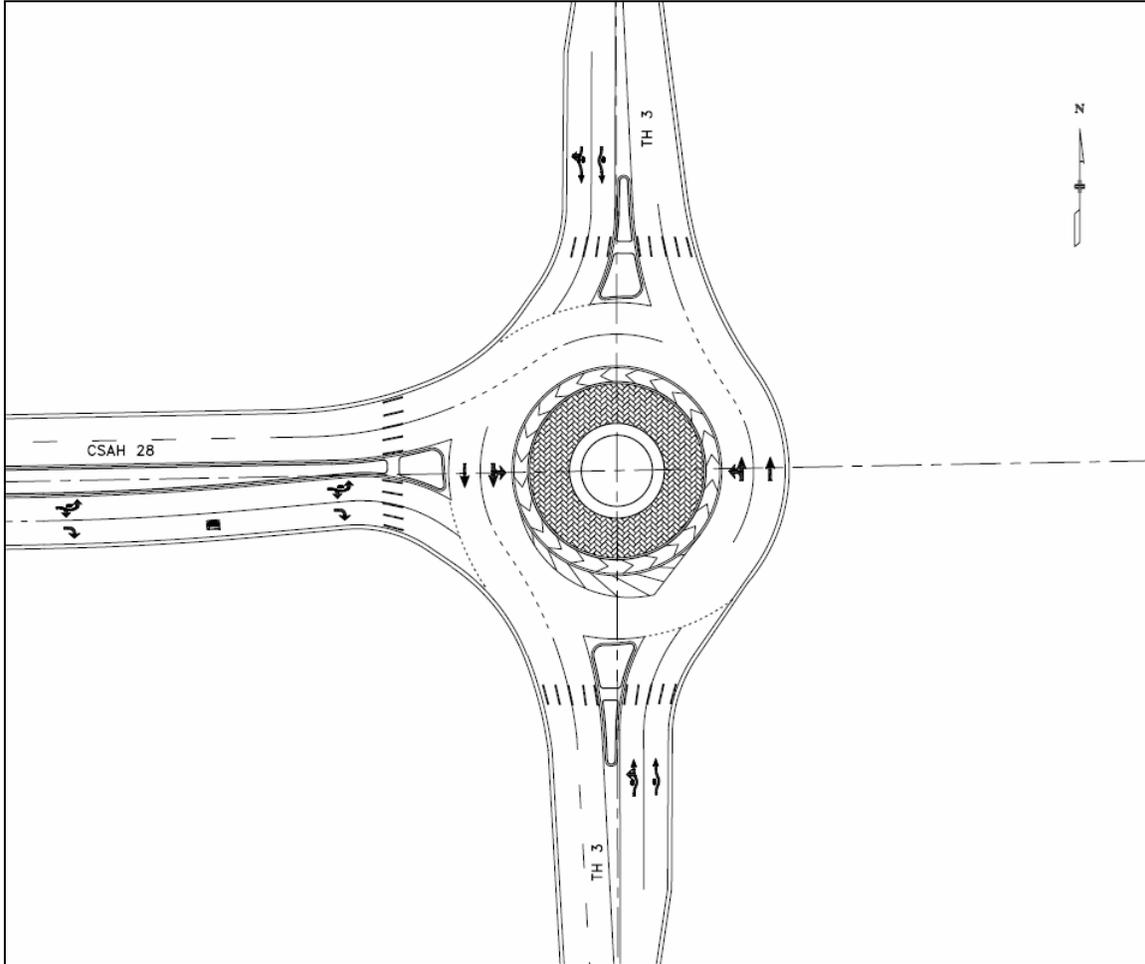
IX. APPENDIX

- A. Proposed Alternative Geometrics
- B. Collision Diagrams
- C. Signal Warrant Analysis
- D. Peak Hour Intersection Forecasts
- E. SYNCHRO Modeling Data
- F. RODEL Modeling Data

Appendix A

Proposed Alternative Geometrics

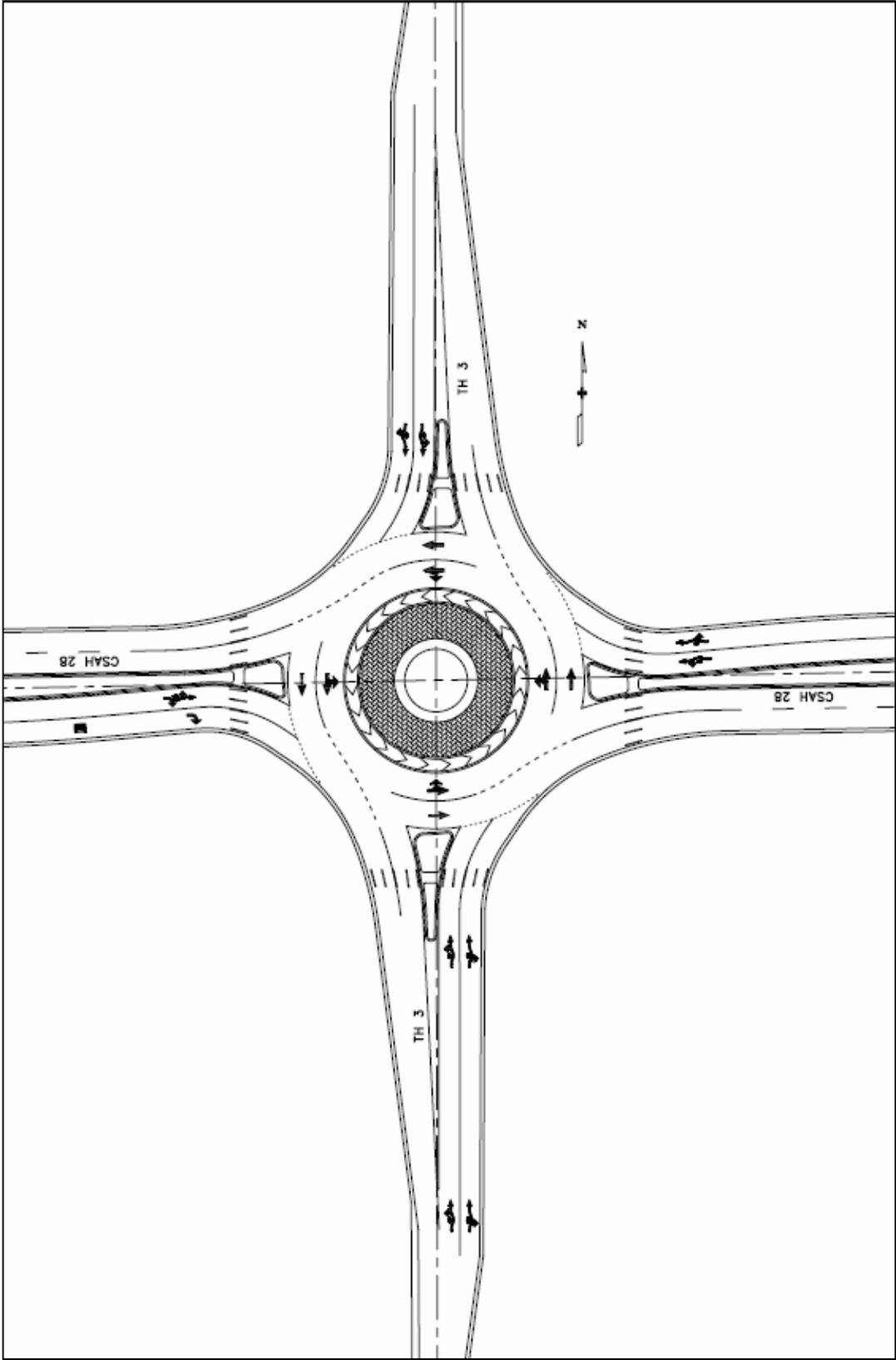
**TH 3/CR 28 (80th Street) Inver Grove Heights
Interim Alternative 1 – Multilane Roundabout**



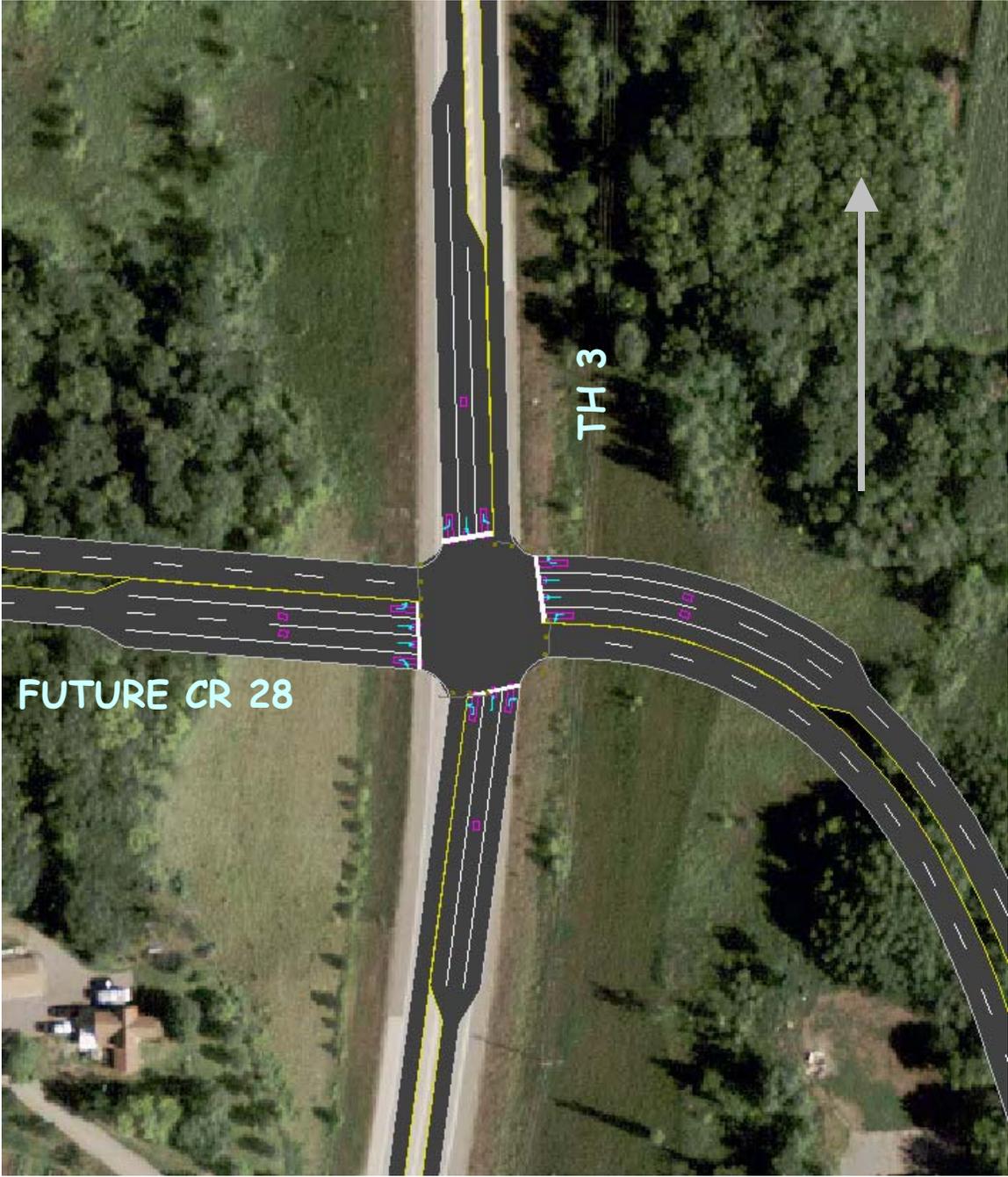
**TH 3/CR 28 (80th Street) Inver Grove Heights
Interim Alternative 2 –Traffic Signal Controlled Intersection**



**TH 3/CR 28 (80th Street) Inver Grove Heights
2030 Alternative 1 – Multilane Roundabout**



**TH 3/CR 28 (80th Street) Inver Grove Heights
2030 Alternative 2 –Traffic Signal Controlled Intersection**



Appendix B
Collision Diagrams

COLLISION DIAGRAM

Minnesota Department of Transportation

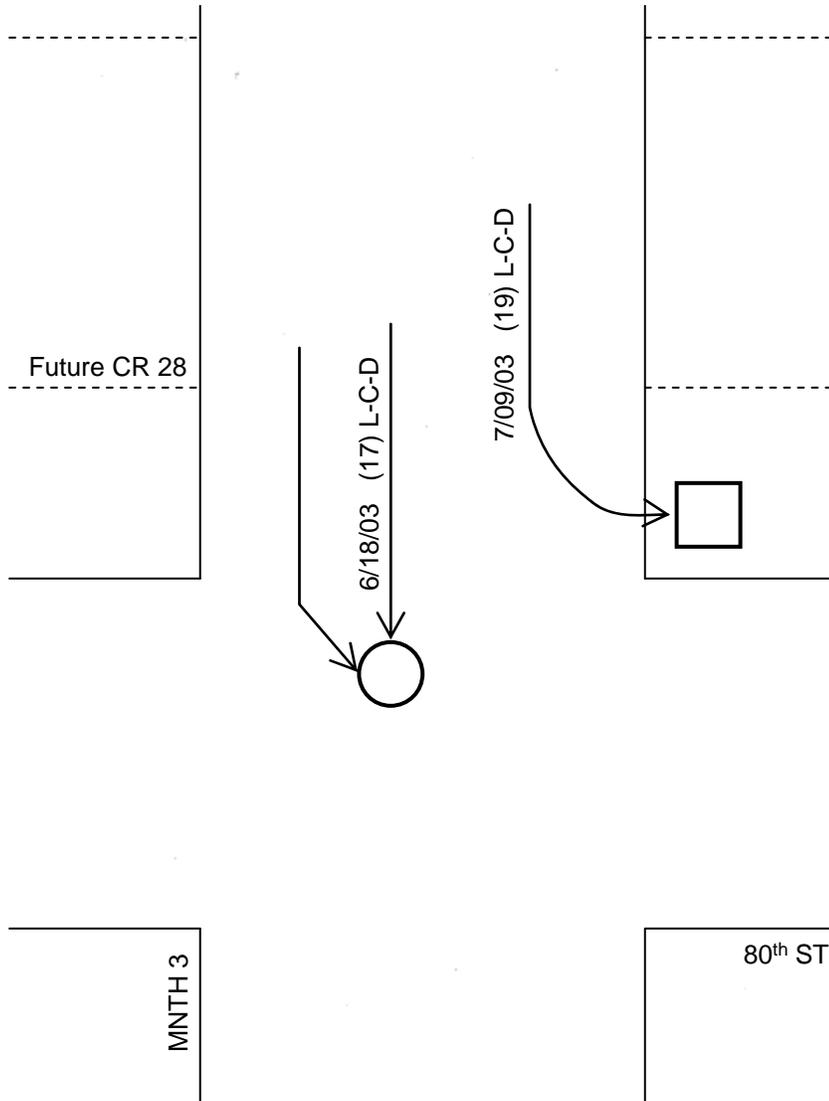
Location: MNTH 3 @ CSAH 28/80th ST

Time Period: 01/01/03 - 12/31/03 Date: 10/05/07

Prepared By: URS Corp

No. of Crashes

Fatal =	_____
A Injury =	_____
B Injury =	_____
C Injury =	_____
Injury Total =	_____
Property Damage =	2
Total Crashes =	2



KEY

- Motor Vehicle Out of Control
- Motor Vehicle Backing Up
- Motor Vehicle Rollover
- Motor Vehicle Sideswipe
- Fixed Object
- Fatal Crash
- A Injury Crash
- B Injury Crash
- C Injury Crash
- Property Damage Crash
- Pedestrian
- Bicycle
- Motorcycle
- Parked Vehicle
- Rear End Property Damage
- Right Angle B Injury

NOTES

- [1] _____
- [2] _____
- [3] _____

Light:

- L= Daylight (1)
- Dn= Dawn (2)
- Du= Dusk (3)
- DI= Dark, Lighted (4)
- Do= Dark, Lights Off (5)
- D= Dark, Unlighted (6)
- X= Unknown (99)

Weather:

- C= Clear or Cloudy (1 or 2)
- R= Rain (3)
- S= Snow or Sleet (4 or 5)
- F= Fog, Smog, Smoke (6)
- B= Blowing Sand/Dust (7)
- W= Severe Crosswinds (8)
- X= Other or Unknown (99)

Surface:

- D= Dry (1)
- W= Wet (2)
- S= Snow or Ice (3 or 4)
- M= Muddy (5)
- Ob= Debris (6)
- O= Oily (7)
- X= Other or Unknown (99)

(X) = Number of Vehicles in Crash (X) Other Vehicle Injury Type [Date] - [Time (hrs)] - [Light-Weather-Surface]

COLLISION DIAGRAM

Minnesota Department of Transportation

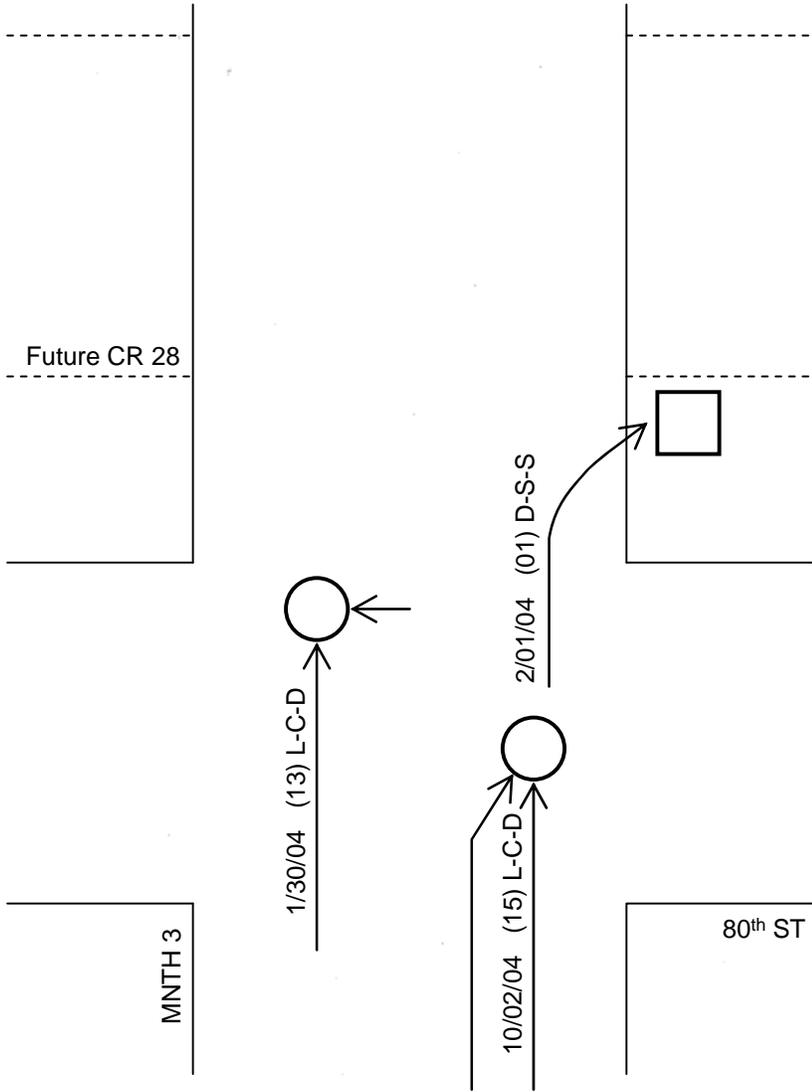
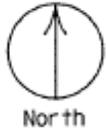
Location: MNTH 3 @ CSAH 28/80th ST

Time Period: 01/01/04 - 12/31/04 Date: 10/05/07

Prepared By: URS Corp

No. of Crashes

Total*	
A Injury*	
B Injury*	
C Injury*	
Injury Total*	
Property Damage*	3
Total Crashes*	3



KEY

- Motor Vehicle Out of Control
- Motor Vehicle Backing Up
- Motor Vehicle Rollover
- Motor Vehicle Sideswipe
- Fixed Object
- Fatal Crash
- A Injury Crash
- B Injury Crash
- C Injury Crash
- Property Damage Crash
- Pedestrian
- Bicycle
- Motorcycle
- Parked Vehicle
- Rear End Property Damage
- Right Angle B Injury

NOTES

[1] _____
 [2] _____
 [3] _____

<p>Light:</p> <p>L= Daylight (1) Dn= Dawn (2) Du= Dusk (3) D1= Dark, Lighted (4) D0= Dark, Lights Off (5) D= Dark, Unlighted (6) X= Unknown (99)</p>	<p>Weather:</p> <p>C= Clear or Cloudy (1 or 2) R= Rain (3) S= Snow or Sleet (4 or 5) F= Fog, Smog, Smoke (6) B= Blowing Sand/Dust (7) W= Severe Crosswinds (8) X= Other or Unknown (99)</p>	<p>Surface:</p> <p>D= Dry (1) W= Wet (2) S= Snow or Ice (3 or 4) M= Muddy (5) Db= Debris (6) O= Oily (7) X= Other or Unknown (99)</p>
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(X) = Number of Vehicles in Crash (X) [Date] - [Time (hrs)] - [Light-Weather-Surface]

COLLISION DIAGRAM

Minnesota Department of Transportation

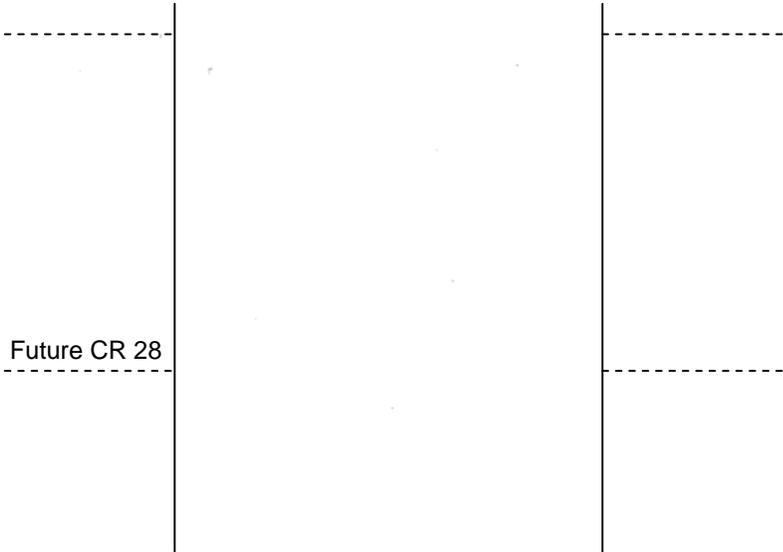
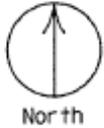
Location: MNTH 3 @ CSAH 28/80th ST

Time Period: 01/01/05 - 12/31/05 Date: 10/05/07

Prepared By: URS Corp

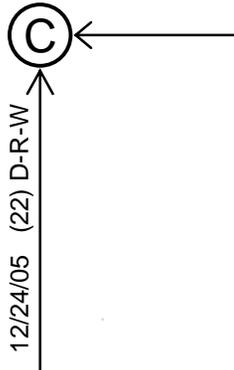
No. of Crashes

Fatal*	
A Injury*	
B Injury*	
C Injury*	1
Injury Total*	1
Property Damage*	
Total Crashes*	1



Future CR 28

MNTH 3



80th ST

KEY

- Motor Vehicle Out of Control
- Motor Vehicle Backing Up
- Motor Vehicle Rollover
- Motor Vehicle Sideswipe
- Fixed Object
- Fatal Crash
- A Injury Crash
- B Injury Crash
- C Injury Crash
- Property Damage Crash
- Pedestrian
- Bicycle
- Motorcycle
- Parked Vehicle
- Rear End Property Damage
- Right Angle B Injury

NOTES

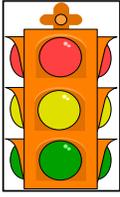
[1] _____
 [2] _____
 [3] _____

Light: L= Daylight (1) Dn= Dawn (2) Du= Dusk (3) Dl= Dark, Lighted (4) Do= Dark, Lights Off (5) D= Dark, Unlighted (6) X= Unknown (99)	Weather: C= Clear or Cloudy (1 or 2) R= Rain (3) S= Snow or Sleet (4 or 5) F= Fog, Smog, Smoke (6) B= Blowing Sand/Dust (7) W= Severe Crosswinds (8) X= Other or Unknown (99)	Surface: D= Dry (1) W= Wet (2) S= Snow or Ice (3 or 4) M= Muddy (5) Db= Debris (6) O= Oily (7) X= Other or Unknown (99)
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(X) = Number of Vehicles in Crash (X) Other Vehicle (injury Type) [Date] - [Time (hrs)] - [Light-Weather-Surface]

Appendix C
Signal Warrant Analysis

Interim All-way Stop Warrant



TH 3 and Future CR 28

ALL WAY STOP WARRANT

LOCATION:

COUNTY:

REF. POINT:

DATE:

OPERATOR:

Speed	Approach Description	Lanes
50 Major App1:		2
50 Major App3:		2
40 Minor App2:		2
Minor App4:		

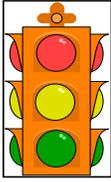
0.70 FACTOR USED? Yes

HOUR	MAJOR APP. 1	MAJOR APP. 3	MINOR APP. 2	MINOR APP. 4	350	140	WARRANT MET
					TOTAL Σ (APP.1 to APP. 4)	MINOR TOTAL APP. 2 + APP. 4	
0:00 - 1:00							
1:00 - 2:00							
2:00 - 3:00							
3:00 - 4:00							
4:00 - 5:00							
5:00 - 6:00							
6:00 - 7:00	555	225	172		952	172	X/X
7:00 - 8:00	667	227	217		1111	217	X/X
8:00 - 9:00	496	238	254		988	254	X/X
9:00 - 10:00	499	337	486		1322	486	X/X
10:00 - 11:00	567	354	628		1549	628	X/X
11:00 - 12:00	570	406	613		1589	613	X/X
12:00 - 13:00	590	416	560		1567	560	X/X
13:00 - 14:00	579	396	583		1558	583	X/X
14:00 - 15:00	621	457	710		1787	710	X/X
15:00 - 16:00	634	559	777		1971	777	X/X
16:00 - 17:00	676	765	822		2263	822	X/X
17:00 - 18:00	636	608	620		1864	620	X/X
18:00 - 19:00	524	403	396		1323	396	X/X
19:00 - 20:00	344	277	321		942	321	X/X
20:00 - 21:00	208	205	135		548	135	X/
21:00 - 22:00							
22:00 - 23:00							
23:00 - 24:00							

Allway Stop Warrant: Met (Hr) **14** Required (Hr) **8** **Satisfied**

REMARKS: _____

Interim Traffic Signal Warrant



TH 3 and Future CR 28

SIGNAL WARRANTS ANALYSIS

LOCATION:
 COUNTY:
 REF. POINT:
 DATE:
 OPERATOR:

Speed	Approach Description	Lanes
50	Major App1: TH 3 Northbound	2
50	Major App3: TH 3 Southbound	2
40	Minor App2: Future CR 28	2
	Minor App4:	

0.70 FACTOR USED?
 POPULATION < 10,000?
 EXISTING SIGNAL ?
 THRESHOLDS 1A/1B:

YES

No
 No

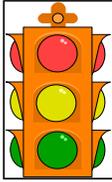
350/525

105/52

HOUR	MAJOR APP. 1	MAJOR APP. 3	TOTAL 1+3	MAJOR 1A/1B	MINOR APP. 2	MINOR 2 1A/1B	MINOR APP. 4	MINOR 4 1A/1B	MET SAME 1A/1B
0:00 - 1:00			0	/		/			/
1:00 - 2:00			0	/		/			/
2:00 - 3:00			0	/		/			/
3:00 - 4:00			0	/		/			/
4:00 - 5:00			0	/		/			/
5:00 - 6:00			0	/		/			/
6:00 - 7:00	555	225	780	X/X	172	X/X			X/X
7:00 - 8:00	667	227	894	X/X	217	X/X			X/X
8:00 - 9:00	496	238	734	X/X	254	X/X			X/X
9:00 - 10:00	499	337	836	X/X	486	X/X			X/X
10:00 - 11:00	567	354	921	X/X	628	X/X			X/X
11:00 - 12:00	570	406	976	X/X	613	X/X			X/X
12:00 - 13:00	590	416	1006	X/X	560	X/X			X/X
13:00 - 14:00	579	396	975	X/X	583	X/X			X/X
14:00 - 15:00	621	457	1077	X/X	710	X/X			X/X
15:00 - 16:00	634	559	1193	X/X	777	X/X			X/X
16:00 - 17:00	676	765	1441	X/X	822	X/X			X/X
17:00 - 18:00	636	608	1244	X/X	620	X/X			X/X
18:00 - 19:00	524	403	927	X/X	396	X/X			X/X
19:00 - 20:00	344	277	621	X/X	321	X/X			X/X
20:00 - 21:00	208	205	413	X/	135	X/X			X/
21:00 - 22:00			0	/		/			/
22:00 - 23:00			0	/		/			/
23:00 - 24:00			0	/		/			/

	Met (Hr)	Required (Hr)	
Warrant 1a	15	8	Satisfied
Warrant 1b	14	8	Satisfied
Warrant 2	14	4	Satisfied
Warrant 3	14	1	Satisfied
Warrant 7	15	8	Satisfied, check accident record

2030 All-way Stop Warrant



TH 3 and Future CR 28

ALL WAY STOP WARRANT

LOCATION:

COUNTY:

REF. POINT:

DATE:

OPERATOR:

0.70 FACTOR USED?

Yes

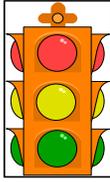
Speed	Approach Description	Lanes
	50 Major App1: TH 3 Northbound	3
	50 Major App3: TH 3 Southbound	3
	40 Minor App2: Future CR 28 Eastbound	4
	40 Minor App4: Future CR 28 Westbound	4

HOUR	MAJOR APP. 1	MAJOR APP. 3	MINOR APP. 2	MINOR APP. 4	350	140	WARRANT MET
					TOTAL Σ (APP.1 to APP. 4)	MINOR TOTAL APP. 2 + APP. 4	
0:00 - 1:00							
1:00 - 2:00							
2:00 - 3:00							
3:00 - 4:00							
4:00 - 5:00							
5:00 - 6:00							
6:00 - 7:00	899	452	322		1672	322	X/X
7:00 - 8:00	1039	530	517		2086	517	X/X
8:00 - 9:00	725	472	404		1601	404	X/X
9:00 - 10:00	659	638	636		1932	636	X/X
10:00 - 11:00	757	666	778		2201	778	X/X
11:00 - 12:00	713	753	763		2229	763	X/X
12:00 - 13:00	775	770	710		2256	710	X/X
13:00 - 14:00	775	736	733		2244	733	X/X
14:00 - 15:00	874	838	860		2571	860	X/X
15:00 - 16:00	827	1084	1077		2988	1077	X/X
16:00 - 17:00	880	1352	972		3205	972	X/X
17:00 - 18:00	835	1091	770		2696	770	X/X
18:00 - 19:00	641	748	546		1935	546	X/X
19:00 - 20:00	462	537	471		1471	471	X/X
20:00 - 21:00	295	418	285		997	285	X/X
21:00 - 22:00							
22:00 - 23:00							
23:00 - 24:00							

Allway Stop Warrant: Met (Hr) Required (Hr) **Satisfied**
 15 **8**

REMARKS: _____

2030 Traffic Signal Warrant



TH 3 and Future CR 28

2030 SIGNAL WARRANTS ANALYSIS

LOCATION:
 COUNTY:
 REF. POINT:
 DATE:
 OPERATOR:

Speed	Approach Description	Lanes
50	Major App1: TH 3 Northbound	3
50	Major App3: TH 3 Southbound	3
40	Minor App2: Future CR 28 Eastbound	4
40	Minor App4: Future CR 28 Westbound	4

0.70 FACTOR USED? YES
 POPULATION < 10,000? No
 EXISTING SIGNAL ? No
 THRESHOLDS 1A/1B:

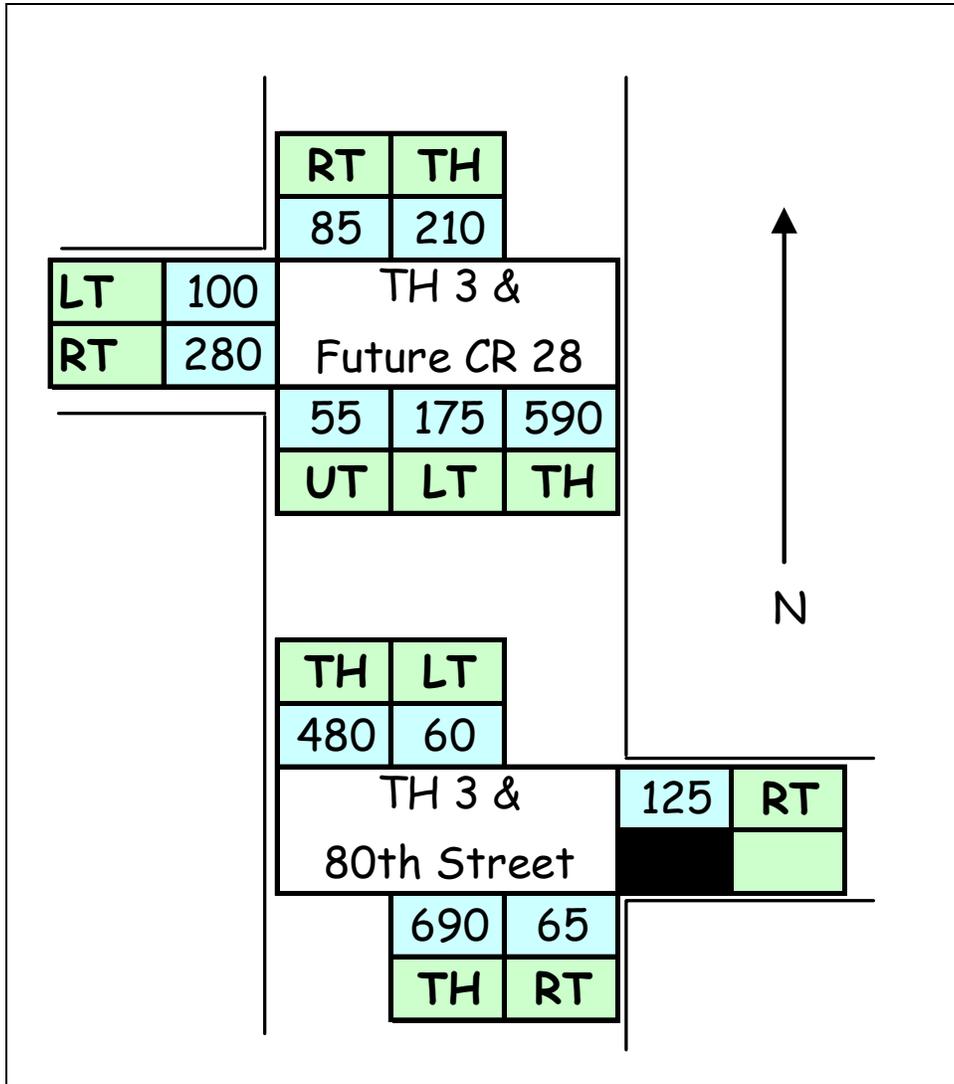
HOUR	420/630		140/70		140/70		MET SAME 1A/1B	
	MAJOR APP. 1	MAJOR APP. 3	TOTAL 1+3	MAJOR 1A/1B	MINOR APP. 2	MINOR 2 1A/1B		MINOR APP. 4
0:00 - 1:00			0	/		/		/
1:00 - 2:00			0	/		/		/
2:00 - 3:00			0	/		/		/
3:00 - 4:00			0	/		/		/
4:00 - 5:00			0	/		/		/
5:00 - 6:00			0	/		/		/
6:00 - 7:00	899	452	1350	X/X	322	X/X	184	X/X
7:00 - 8:00	1039	530	1569	X/X	517	X/X	318	X/X
8:00 - 9:00	725	472	1197	X/X	404	X/X	244	X/X
9:00 - 10:00	659	638	1296	X/X	636	X/X	309	X/X
10:00 - 11:00	757	666	1423	X/X	778	X/X	333	X/X
11:00 - 12:00	713	753	1467	X/X	763	X/X	378	X/X
12:00 - 13:00	775	770	1546	X/X	710	X/X	355	X/X
13:00 - 14:00	775	736	1511	X/X	733	X/X	337	X/X
14:00 - 15:00	874	838	1711	X/X	860	X/X	317	X/X
15:00 - 16:00	827	1084	1911	X/X	1077	X/X	457	X/X
16:00 - 17:00	880	1352	2233	X/X	972	X/X	403	X/X
17:00 - 18:00	835	1091	1926	X/X	770	X/X	377	X/X
18:00 - 19:00	641	748	1389	X/X	546	X/X	366	X/X
19:00 - 20:00	462	537	999	X/X	471	X/X	229	X/X
20:00 - 21:00	295	418	713	X/X	285	X/X	154	X/X
21:00 - 22:00			0	/		/		/
22:00 - 23:00			0	/		/		/
23:00 - 24:00			0	/		/		/

	Met (Hr)	Required (Hr)	
Warrant 1a	15	8	Satisfied
Warrant 1b	15	8	Satisfied
Warrant 2	15	4	Satisfied
Warrant 3	15	1	Satisfied
Warrant 7	15	8	Satisfied, check accident record

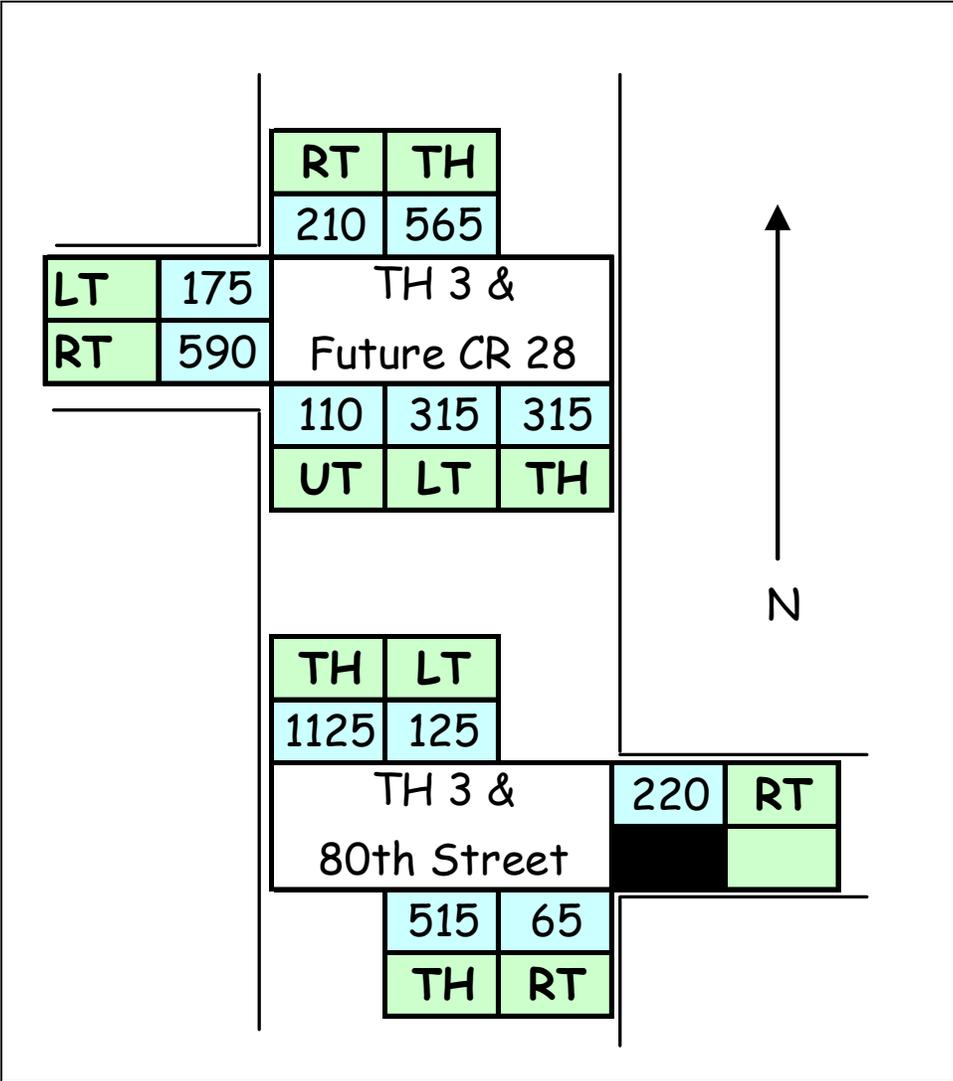
Appendix D

Peak Hour Intersection Forecasts

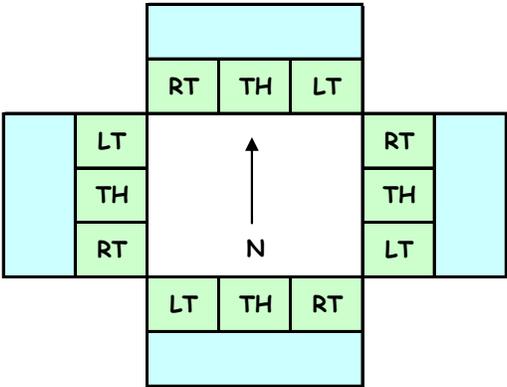
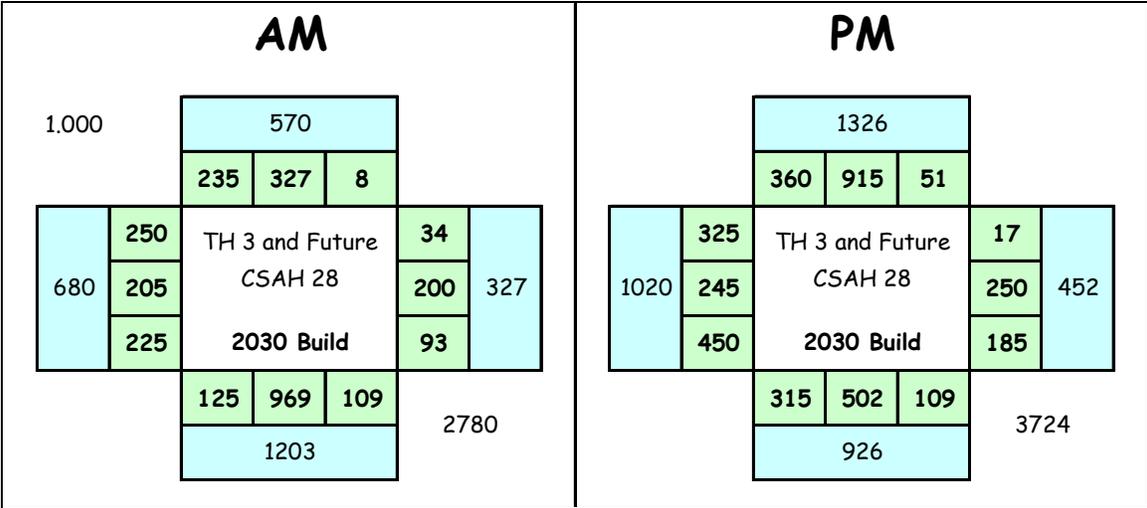
2010 A.M. Peak Hour Turning Movement Volumes



2010 P.M. Peak Hour Turning Movement Volumes



2030 Peak Hour Turning Movement Volumes



Appendix E

SYNCHRO Modeling Data

Interim A.M. All-Way Stop

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18 CR 28 & TH 3

NODE SETTINGS		SIGNING SETTINGS							
Node #	18	Lanes and Shading (#RL)	EBL	EBR	NBU	NBL	NBT	SBT	SBR
Zone:	4263	Traffic Volume (vph)	100	280	55	175	590	210	85
X East (ft):	-1806	Sign Control	Stop	—	—	—	Stop	Stop	—
Y North (ft):	0	Median Width (ft)	12	—	—	—	12	12	—
Z Elevation (ft):		TwLTL Median	<input type="checkbox"/>	—	—	—	<input type="checkbox"/>	<input type="checkbox"/>	—
Description		Right Turn Channelized	—	None	—	—	None	—	Stop
Control Type	Unsig	Critical Gap, IC (s)	—	—	—	—	—	—	—
Max v/c Ratio:	1.12	Follow Up Time, tF (s)	—	—	—	—	—	—	—
Intersection Delay (s):	47.2	Volume to Capacity Ratio	0.23	0.54	—	0.36	1.12	0.42	0.08
Intersection LOS:	E	Control Delay (s)	11.6	15.4	—	12.3	96.4	14.2	6.5
ICU:	0.51	Level of Service	B	C	—	B	F	B	A
ICU LOS:	A	Queue Length 95th (ft)	—	—	—	—	—	—	—

Interim P.M. All-Way Stop

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18 CR 28 & TH 3

NODE SETTINGS		SIGNING SETTINGS							
Node #	18	Lanes and Sharing (#RL)	EBL	EBR	NBU	NBL	NBT	SBT	SBR
Zone:		Traffic Volume (vph)	175	590	110	315	315	565	210
X East (ft):	4263	Sign Control	Stop	—	—	—	Stop	Stop	—
Y North (ft):	-1806	Median Width (ft)	12	—	—	—	12	12	—
Z Elevation (ft):	0	TwLTL Median	<input type="checkbox"/>	—	—	—	<input type="checkbox"/>	<input type="checkbox"/>	—
Description		Right Turn Channelized	—	None	—	—	None	—	None
Control Type	Unsig	Critical Gap, tC (s)	—	—	—	—	—	—	—
Max v/c Ratio:	1.36	Follow Up Time, tF (s)	—	—	—	—	—	—	—
Intersection Delay (s):	110.9	Volume to Capacity Ratio	0.45	1.30	—	0.80	0.76	1.36	0.46
Intersection LDS:	F	Control Delay (s)	17.0	171.1	—	36.8	30.5	198.8	15.2
ICU:		Level of Service	C	F	—	E	D	F	C
ICU LDS:	F	Queue Length 95th (ft)	—	—	—	—	—	—	—

Interim A.M. Traffic Signal

Synchro 7 - T:\Traffic-Study\Synchro\April08 Work\Build AM - interim.syn

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18 CR 28 &

NODE SETTINGS		TIMING SETTINGS										
Node #	18	Lanes and Sharing (#RL)	EBL	EBR	NBU	NBL	NBT	SBT	SBR	PED	HOLD	
Zone	4263	Traffic Volume (vph)	100	280	55	175	590	210	85			
X East (ft)	-1806	Turn Type		Perm	Prot	Prot			Perm			
Y North (ft)	0	Protected Phases	4		5	5	2	6				
Z Elevation (ft)		Permitted Phases	4						6			
Description	Acid-Unord	Detector Phases	4	4	5	5	2	6	6			
Control Type		Switch Phase	0	0	0	0	0	0	0			
Cycle Length (s)	80.0	Leading Detector (ft)	20	20		20	100	100	20			
Lock Timings	<input type="checkbox"/>	Trailing Detector (ft)	0	0		0	0	0	0			
Optimize Cycle Length:	Optimize	Minimum Initial (s)	4.0	4.0	4.0	4.0	4.0	4.0	4.0			
Optimize Splits:	Optimize	Minimum Split (s)	20.0	20.0	8.0	8.0	20.0	20.0	20.0			
Actuated Cycle(s)	44.9	Total Split (s)	25.0	25.0	28.0	28.0	55.0	27.0	27.0			
Natural Cycle(s)	55.0	Yellow Time (s)	3.5	3.5	3.5	3.5	3.5	3.5	3.5			
Max v/c Ratio:	0.56	All-Red Time (s)	0.5	0.5	0.5	0.5	0.5	0.5	0.5			
Intersection Delay (s):	11.7	Lost Time Adjust (s)	0.0	0.0		0.0	0.0	0.0	0.0			
Intersection LOS:	B	Lagging Phase?			<input type="checkbox"/>			<input checked="" type="checkbox"/>				
ICU:	0.51	Allow Lead/Lag Optimize?			<input checked="" type="checkbox"/>			<input checked="" type="checkbox"/>				
ICU LOS:	A	Recall Mode	None	None	None	None	Min	Min	Min			
Offset (s):		Actuated Effct. Green (s)	8.8	8.8		12.1	27.7	11.3	11.3			
Referenced to:		Actuated g/C Ratio	0.20	0.20		0.27	0.62	0.25	0.25			
Reference Phase:		Volume to Capacity Ratio	0.31	0.55		0.52	0.56	0.49	0.20			
Master Intersection:		Control Delay (s)	20.3	7.3		19.5	7.4	19.6	5.7			
Yield Point:		Queue Delay (s)	0.0	0.0		0.0	0.0	0.0	0.0			
		Total Delay (s)	20.3	7.3		19.5	7.4	19.6	5.7			
		Level of Service	C	A		B	A	B	A			
		Approach Delay (s)	10.7				10.8	15.6				
		Approach LOS	B				B	B				
		Queue Length 50th (ft)	23	0		51	70	47	0			
		Queue Length 95th (ft)	72	55		136	177	127	29			

e2	25 s	e4
e5	27 s	e6
28 s		

Average delay per vehicle for approach.

v/c ok Mins ok

Interim P.M. Traffic Signal

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18 CR 28 & TH 3

v/c > 1

Mins ok

NODE SETTINGS		TIMING SETTINGS											
Node #	18	Lanes and Sharing (#RL)	EBL	EBR	NBU	NBL	NBT	SBT	SBR	PED	HOLD		
Zone:	4263	Traffic Volume (vph)	175	590	110	315	315	585	210				
X East (ft)		Turn Type	Perim	Prot	Prot	Prot	Perim						
Y North (ft)	-1806	Protected Phases	4	5	5	2	6						
Z Elevation (ft)	0	Permitted Phases											
Description	Acid-Urned	Detector Phases	4	4	5	5	2	6	6				
Control Type		Switch Phase	0	0	0	0	0	0	0				
Cycle Length (s)	80.0	Leading Detector (ft)	20	20	20	100	100	20	20				
Lock Timings:	<input type="checkbox"/>	Trailing Detector (ft)	0	0	0	0	0	0	0				
Optimize Cycle Length:	Optimize	Minimum Initial (s)	4.0	4.0	4.0	4.0	4.0	4.0	4.0				
Optimize Splits:	Optimize	Minimum Split (s)	20.0	20.0	8.0	8.0	20.0	20.0	20.0				
Actuated Cycle(s)	79.3	Total Split (s)	22.0	22.0	26.0	26.0	58.0	32.0	32.0				
Natural Cycle(s)	80.0	Yellow Time (s)	3.5	3.5	3.5	3.5	3.5	3.5	3.5				
Max v/c Ratio:	1.04	All-Red Time (s)	0.5	0.5	0.5	0.5	0.5	0.5	0.5				
Intersection Delay (s)	44.3	Lost Time Adjust (s)	0.0	0.0	0.0	0.0	0.0	0.0	0.0				
Intersection LOS:	D	Lagging Phase?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>				
ICU:	1.00	Allow Lead/Lag Optimize?	<input checked="" type="checkbox"/>										
ICU LOS:	F	Recall Mode	None	None	None	None	Min	Min	Min				
Offset (s):		Actuated Effct. Green (s)	18.0	18.0	21.8	53.3	27.5	27.5	27.5				
Referenced to:		Actuated g/C Ratio	0.23	0.23	0.27	0.27	0.67	0.35	0.35				
Reference Phase:		Volume to Capacity Ratio	0.47	1.04	0.95	0.27	0.95	0.33	0.33				
Master Intersection:		Control Delay (s)	31.4	63.3	60.3	5.9	52.7	4.2	4.2				
Yield Point:		Queue Delay (s)	0.0	0.0	0.0	0.0	0.0	0.0	0.0				
		Total Delay (s)	31.4	63.3	60.3	5.9	52.7	4.2	4.2				
		Level of Service	C	E	E	A	D	A	A				
		Approach Delay (s)	56.0			37.2	38.6						
		Approach LOS	E			D	D						
		Queue Length 50th (ft)	83	~208		226	58	293	0				
		Queue Length 95th (ft)	145	#411		#407	93	#499	44				

Queue Length 95th Percentile (ft)

Interim A.M. TH 3 & 80th Street

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2 80th Street & TH 3

NODE SETTINGS		SIGNING SETTINGS						
Node #	2	Lanes and Shading (#RL)	WBL	WBR	NBT	NBR	SBL	SBT
Zone:		Traffic Volume (vph)	0	125	690	65	60	480
X East (ft):	4199	Sign Control	Stop	—	Free	—	—	Free
Y North (ft):	-2295	Median Width (ft)	0	—	24	—	—	24
Z Elevation (ft):	0	Tw/LTL Median	<input type="checkbox"/>					
Description		Right Turn Channelized	—	None	—	None	—	None
Control Type	Unsig	Critical Gap, tC (s)	—	6.2	—	—	4.1	—
Max v/c Ratio:	0.44	Follow Up Time, tF (s)	—	3.3	—	—	2.2	—
Intersection Delay (s):	2.0	Volume to Capacity Ratio	—	0.33	0.44	0.04	0.08	0.31
Intersection LOS:	—	Control Delay (s)	—	18.0	0.0	0.0	9.8	0.0
ICU:	0.51	Level of Service	—	C	A	A	A	A
ICU LOS:	A	Queue Length 95th (ft)	—	36	0	0	7	0

Interim P.M. TH 3 & 80th Street

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2 80th Street & TH 3

NODE SETTINGS		SIGNING SETTINGS						
Node #	2	Lanes and Sharing (#RL)	W/BL	W/BR	NBT	NBR	SBL	SBT
Zone:		Traffic Volume (vph)	0	220	515	65	125	1125
X East (ft):	4199	Sign Control	Stop	—	Free	—	—	Free
Y North (ft):	-2295	Median Width (ft)	0	—	24	—	—	24
Z Elevation (ft):	0	Tw/LTL Median	<input type="checkbox"/>					
Description		Right Turn Channelized	—	None	—	None	—	None
Control Type	Unsig	Critical Gap, tC (s)	—	6.2	—	—	4.1	—
Max v/c Ratio:	0.72	Follow Up Time, tF (s)	—	3.3	—	—	2.2	—
Intersection Delay (s):	2.4	Volume to Capacity Ratio	—	0.45	0.33	0.04	0.14	0.72
Intersection LOS:	—	Control Delay (s)	—	17.3	0.0	0.0	9.4	0.0
ICU:	0.63	Level of Service	—	C	A	A	A	A
ICU LOS:	B	Queue Length 95th (ft)	—	58	0	0	12	0

2030 A.M. Traffic Signal

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18 CR 28 & TH 3

NODE SETTINGS		TIMING SETTINGS														HOLD	
Node #	18	Lanes and Sharing (#RL)	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR	PED	HOLD	
Zone:	42633	Traffic Volume (vph)	250	205	225	95	200	35	125	970	110	10	325	235			
X East (ft):	-1806	Turn Type	Prot	—	Perm	Prot	—	Perm	Prot	—	Perm	Prot	—	Perm			
Y North (ft):	0	Protected Phases	7	4	3	8	8	8	5	2	2	6	6				
Z Elevation (ft):	0	Permitted Phases	4	4	4	3	8	8	5	2	2	6	6				
Description	Acid-Uruid	Detector Phases	7	4	4	3	8	8	5	2	2	6	6				
Control Type	Acid-Uruid	Switch Phase	0	0	0	0	0	0	0	0	0	0	0				
Cycle Length (s)	90.0	Leading Detector (ft)	20	100	20	20	100	20	20	100	20	100	20				
Lock Timings:	<input type="checkbox"/>	Trailing Detector (ft)	0	0	0	0	0	0	0	0	0	0	0				
Optimize Cycle Length:	Optimize	Minimum Initial (s)	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0				
Optimize Splits:	Optimize	Minimum Split (s)	20.0	20.0	20.0	80	20.0	20.0	80	20.0	20.0	20.0	20.0				
Actuated Cycle(s):	83.9	Total Split (s)	20.0	25.0	25.0	150	20.0	20.0	17.0	50.0	50.0	33.0	33.0				
Natural Cycle(s):	90.0	Yellow Time (s)	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5				
Max v/c Ratio:	1.03	All-Red Time (s)	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5				
Intersection Delay (s):	38.1	Lost Time Adjust (s)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0				
Intersection LOS:	D	Lagging Phase?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>				
ICU:	0.87	Allow Lead/Lag Optimize?	<input checked="" type="checkbox"/>														
ICU LOS:	E	Recall Mode	None	Min	Min												
Offset (s):	—	Actuated Effct. Green (s)	15.4	18.7	18.7	95	10.4	10.4	10.9	46.0	31.2	31.2	31.2				
Referenced to:	—	Volume to Capacity Ratio	0.18	0.22	0.22	0.11	0.12	0.12	0.13	0.55	0.55	0.37	0.37				
Preference Phase:	—	Control Delay (s)	0.84	0.28	0.45	0.53	0.49	0.17	0.59	1.03	0.13	0.12	0.51				
Master Intersection:	—	Queue Delay (s)	56.9	29.6	7.1	45.9	38.3	13.0	45.7	56.0	3.4	24.5	25.0				
Yield Point:	—	Queue Delay (s)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0				
		Total Delay (s)	56.9	29.6	7.1	45.9	38.3	13.0	45.7	56.0	3.4	24.5	25.0				
		Level of Service	E	C	A	D	D	B	D	E	A	C	C	A			
		Approach Delay (s)	—	32.2	—	—	37.8	—	—	51.7	—	—	16.5				
		Approach LOS	—	C	—	—	D	—	—	D	—	—	B				
		Queue Length 50th (ft)	139	54	0	52	57	0	68	~610	4	4	146				
		Queue Length 95th (ft)	#278	87	95	104	92	27	128	#890	29	18	247				

Queue Length 95th Percentile (ft)

v/c > 1 Mins ok

2030 P.M. Traffic Signal

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18 CR 28 & TH 3

NODE SETTINGS

Node # 18

Zone: 4263

X East (ft): -1806

Y North (ft): 0

Z Elevation (ft): 0

Description: Acid-Unord

Control Type: 150.0

Cycle Length (s): 149.9

Lock Timings:

Optimize Cycle Length: Optimize

Optimize Spills: Optimize

Actuated Cycle(s): 150.0

Natural Cycle(s): 1.21

Max v/c Ratio: 86.2

Intersection Delay (s): 1.04

Intersection LOS: G

ICU: 1.04

ICU LOS: G

Offset (s): -

Reference to: -

Reference Phase: -

Master Intersection: -

Yield Point: -

TIMING SETTINGS

Lanes and Sharing (HRL)

Traffic Volume (vph)

Turn Type

Protected Phases

Permitted Phases

Detector Phases

Switch Phase

Leading Detector (ft)

Trailing Detector (ft)

Minimum Initial (s)

Minimum Split (s)

Total Split (s)

Yellow Time (s)

All-Red Time (s)

Lost Time Adjust (s)

Lagging Phase?

Allow Lead/Lag Optimize?

Recall Mode

Actuated Effct. Green (s)

Volume to Capacity Ratio

Control Delay (s)

Queue Delay (s)

Total Delay (s)

Level of Service

Approach Delay (s)

Approach LOS

Queue Length 50th (ft)

Queue Length 95th (ft)

	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR	PED	HOLD
Lanes and Sharing (HRL)														
Traffic Volume (vph)	325	245	450	185	250	15	315	500	110	50	915	360		
Turn Type	Prot		Perm	Prot		Perm	Prot		Perm	Perm		Perm		
Protected Phases	7	4		3	8		5	2		6				
Permitted Phases			4			8			2	6				
Detector Phases	7	4	4	3	8	8	5	2	2	6	6	6		
Switch Phase	0	0	0	0	0	0	0	0	0	0	0	0		
Leading Detector (ft)	20	100	20	20	100	20	20	100	20	20	100	20		
Trailing Detector (ft)	0	0	0	0	0	0	0	0	0	0	0	0		
Minimum Initial (s)	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0		
Minimum Split (s)	20.0	20.0	20.0	8.0	20.0	20.0	8.0	20.0	20.0	20.0	20.0	20.0		
Total Split (s)	28.0	28.0	28.0	21.0	20.0	20.0	28.0	101.0	101.0	73.0	73.0	73.0		
Yellow Time (s)	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5		
All-Red Time (s)	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5		
Lost Time Adjust (s)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0		
Lagging Phase?	<input checked="" type="checkbox"/>													
Allow Lead/Lag Optimize?	<input checked="" type="checkbox"/>													
Recall Mode	None	Min	Min	Min										
Actuated Effct. Green (s)	25.0	23.9	23.9	17.0	15.9	15.9	24.0	97.0	97.0	69.0	69.0	69.0		
Volume to Capacity Ratio	0.17	0.16	0.16	0.11	0.11	0.11	0.16	0.65	0.65	0.46	0.46	0.46		
Control Delay (s)	1.20	0.47	0.98	1.00	0.73	0.09	1.21	0.45	0.11	0.14	1.16	0.47		
Queue Delay (s)	167.9	60.4	60.7	128.5	78.8	24.8	173.1	14.7	1.8	24.6	122.1	15.3		
Total Delay (s)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0		
Level of Service	F	E	E	F	E	C	F	B	A	C	F	B		
Approach Delay (s)	-	94.8	-	-	96.4	-	-	67.1	-	-	88.4	-		
Approach LOS	-	F	-	-	F	-	-	E	-	-	F	-		
Queue Length 50th (ft)	~417	126	220	~201	137	0	~407	251	0	30	~1149	127		
Queue Length 95th (ft)	#622	174	#459	#373	190	24	#609	332	23	60	#1411	218		

Queue Length 95th Percentile (ft)

v/c > 1 Mins ok

Appendix F
RODEL Modeling Data

Multilane Roundabout – 2010 Interim

10:4:08 TH 3 - CSAH 28 U-TURNS Revised										
E (m)	8.65	8.65	8.65			TIME PERIOD	min	90		
L' (m)	10.00	10.00	10.00			TIME SLICE	min	15		
V (m)	7.30	3.65	7.30			RESULTS PERIOD	min	15	75	
RAD (m)	30.48	24.40	24.40			TIME COST	\$/hr	15.00		
PHI (d)	30.00	30.00	30.00			FLOW PERIOD	min	15	75	
DIA (m)	45.70	45.70	45.70			FLOW TYPE	pcu/veh	VEH		
GRAD SEP	0	0	0			FLOW PEAK	am/op/pm	AM		
LEG NAME	PCU	VEH TURNS (1st exit, 2nd..U)			FLOF	CL	FLOW RATIO			FLOW TIME
TH 3 North	1.02	85	210	0	1.00	85	0.75	1.125	0.75	15 45 75
CSAH 28 w	1.02	280	100	0	1.00	85	0.75	1.125	0.75	15 45 75
TH 3 South	1.02	590	175	55	1.00	85	0.75	1.125	0.75	15 45 75
MODE 2										
FLOW	veh	295	380	820			AVEDEL	s	2.8	
CAPACITY	veh	2104	1301	2188			LOS SIG		A	
AVE DELAY	mins	0.03	0.06	0.04			LOS UNSIG		A	
MAX DELAY	mins	0.04	0.08	0.06						
AVE QUEUE	veh	0	0	1			VEHIC HRS		1.2	
MAX QUEUE	veh	0	0	1			COST	\$	17	
10:4:08 TH 3 - CSAH 28 U-TURNS Revised										
E (m)	8.65	8.65	8.65			TIME PERIOD	min	90		
L' (m)	10.00	10.00	10.00			TIME SLICE	min	15		
V (m)	7.30	3.65	7.30			RESULTS PERIOD	min	15	75	
RAD (m)	30.48	24.40	24.40			TIME COST	\$/hr	15.00		
PHI (d)	30.00	30.00	30.00			FLOW PERIOD	min	15	75	
DIA (m)	45.70	45.70	45.70			FLOW TYPE	pcu/veh	VEH		
GRAD SEP	0	0	0			FLOW PEAK	am/op/pm	PM		
LEG NAME	PCU	VEH TURNS (1st exit, 2nd..U)			FLOF	CL	FLOW RATIO			FLOW TIME
TH 3 North	1.05	210	565	0	1.00	85	0.75	1.125	0.75	15 45 75
CSAH 28 w	1.05	590	175	0	1.00	85	0.75	1.125	0.75	15 45 75
TH 3 South	1.05	315	315	110	1.00	85	0.75	1.125	0.75	15 45 75
MODE 2										
FLOW	veh	775	765	740			AVEDEL	s	8.2	
CAPACITY	veh	1884	1001	2065			LOS SIG		A	
AVE DELAY	mins	0.05	0.31	0.04			LOS UNSIG		A	
MAX DELAY	mins	0.07	0.55	0.06						
AVE QUEUE	veh	1	4	1			VEHIC HRS		5.2	
MAX QUEUE	veh	1	6	1			COST	\$	78	

Multilane Roundabout – 2030

2030-TH3-CSAH28_2-Lane Rodel Analysis - Notepad													
File Edit Format Help													
10:4:08 TH 3 - CSAH 28 2030 analysis										14			
E (m)	8.65	8.65	8.65	8.65	TIME PERIOD	min	90						
L' (m)	10.00	10.00	10.00	10.00	TIME SLICE	min	15						
V (m)	7.30	7.30	7.30	7.30	RESULTS PERIOD	min	15 75						
RAD (m)	24.40	24.40	24.40	24.40	TIME COST	\$/hr	15.00						
PHI (d)	30.00	30.00	30.00	30.00	FLOW PERIOD	min	15 75						
DIA (m)	45.70	45.70	45.70	45.70	FLOW TYPE	pcu/veh	VEH						
GRAD SEP	0	0	0	0	FLOW PEAK	am/op/pm	AM						
LEG NAME	PCU	VEH TURNS (1st exit, 2nd..U)				FLOF	CL	FLOW RATIO			FLOW TIME		
TH 3 North	1.03	235	327	8	0	1.00	85	0.75	1.125	0.75	15	45	75
CSAH 28 w	1.03	225	205	250	0	1.00	85	0.75	1.125	0.75	15	45	75
TH 3 South	1.03	109	969	125	0	1.00	85	0.75	1.125	0.75	15	45	75
CSAH 28 E	1.03	34	200	93	0	1.00	85	0.75	1.125	0.75	15	45	75
MODE 2													
FLOW	veh	570	680	1203	327				AVEDEL	s	4.1		
CAPACITY	veh	1916	1908	1881	1187				LOS SIG	A			
AVE DELAY	mins	0.04	0.05	0.09	0.07				LOS UNSIG	A			
MAX DELAY	mins	0.06	0.07	0.14	0.10				VEHIC HRS	3.2			
AVE QUEUE	veh	0	1	2	0				COST	\$	48		
MAX QUEUE	veh	0	1	3	0								
10:4:08 TH 3 - CSAH 28 2030 analysis										15			
E (m)	8.65	8.65	8.65	8.65	TIME PERIOD	min	90						
L' (m)	10.00	10.00	10.00	10.00	TIME SLICE	min	15						
V (m)	7.30	7.30	7.30	7.30	RESULTS PERIOD	min	15 75						
RAD (m)	24.40	24.40	24.40	24.40	TIME COST	\$/hr	15.00						
PHI (d)	30.00	30.00	30.00	30.00	FLOW PERIOD	min	15 75						
DIA (m)	45.70	45.70	45.70	45.70	FLOW TYPE	pcu/veh	VEH						
GRAD SEP	0	0	0	0	FLOW PEAK	am/op/pm	PM						
LEG NAME	PCU	VEH TURNS (1st exit, 2nd..U)				FLOF	CL	FLOW RATIO			FLOW TIME		
TH 3 North	1.03	360	915	51	0	1.00	85	0.75	1.125	0.75	15	45	75
CSAH 28 w	1.03	450	245	325	0	1.00	85	0.75	1.125	0.75	15	45	75
TH 3 South	1.03	109	502	315	0	1.00	85	0.75	1.125	0.75	15	45	75
CSAH 28 E	1.03	17	250	185	0	1.00	85	0.75	1.125	0.75	15	45	75
MODE 2													
FLOW	veh	1326	1020	926	452				AVEDEL	s	11.1		
CAPACITY	veh	1655	1340	1757	1346				LOS SIG	B			
AVE DELAY	mins	0.25	0.26	0.07	0.07				LOS UNSIG	B			
MAX DELAY	mins	0.46	0.49	0.11	0.10				VEHIC HRS	11.5			
AVE QUEUE	veh	6	4	1	1				COST	\$	172		
MAX QUEUE	veh	9	8	1	1								