



INVER GROVE HEIGHTS CITY COUNCIL AGENDA
MONDAY, NOVEMBER 23, 2009
8150 BARBARA AVENUE
7:30 P.M.

1. **CALL TO ORDER**
2. **ROLL CALL**
3. **PRESENTATIONS:**
4. **CONSENT AGENDA** – All items on the Consent Agenda are considered routine and have been made available to the City Council at least two days prior to the meeting; the items will be enacted in one motion. There will be no separate discussion of these items unless a Council member or citizen so requests, in which event the item will be removed from this Agenda and considered in normal sequence.
 - A. Minutes – November 9, 2009 Regular Council Meeting _____
 - B. Resolution Approving Disbursements for Period Ending November 18, 2009 _____
 - C. Change Order No. 3 for City Project 2008–18 _____
 - D. Change Order No. 1, Final Pay Voucher No. 1, Engineer’s Final Report and Resolution Accepting Work for City Project No. 2009–12, Storm Water Facility Maintenance Program Zone 1 _____
 - E. Change Order No. 1, Final Pay Voucher No. 1, Engineer’s Final Report and Resolution Accepting Work for City Project No. 2009–13, Storm Water Facility Maintenance Program Zone 2 _____
 - F. Change Order No. 1, Final Pay Voucher No. 1, Engineer’s Final Report and Resolution Accepting Work for City Project No. 2009–14, Storm Water Facility Maintenance Program Zone 3 _____
 - G. Change Order No. 1, Pay Voucher No. 1 for City Project No. 2009–15, Storm Water Facility Maintenance Program Zone 4 _____
 - H. Change Order No. 1, Final Pay Voucher No. 1, Engineer’s Final Report and Resolution Accepting Work for City Project No. 2009–16, Storm Water Facility Maintenance Program Zone 5 _____
 - I. Final Compensating Change Order No. 1, Final Pay Voucher No. 1, Engineer’s Final Report and Resolution Accepting Work for City Project No. 2009–17, Storm Water Facility Maintenance Program Zone 6 _____
 - J. Final Compensating Change Order No. 1, Final Pay Voucher No. 1, Engineer’s Final Report and Resolution Accepting Work for City Project No. 2009–18, Storm Water Facility Maintenance Program Zone 7 _____
 - K. Change Order Nos. 8, 9 and Pay Voucher No. 2 for City Project No. 2009–01, Trunk Highway 3/80th (CR 28) Street Intersection Improvements _____

- L. Pay Voucher No. 5 for City Project No. 2009-09D, South Grove Urban Street Reconstruction, Area 4 _____
- M. Change Order No. 1 and Pay Voucher No. 2 for City Project No. 2008-11, Southern Sanitary Sewer System, East Segment _____
- N. Consider Increase to Contract with Short Elliot Hendrickson Inc. (SEH Inc.) for Rock Island Swing Bridge Project _____
- O. Consider Resolution and Table Setting Forth License Fees, Administrative Service Fees and Permit Fees for 2010 _____
- P. Accept Donation to Inver Grove Heights Police Department _____
- Q. Consider Resolution Approving Special Assessment Deferral _____
- R. Consider 2010 City Council Meeting Schedule _____
- S. Personnel Actions _____

5. **PUBLIC COMMENT** – Public comment provides an opportunity for the public to address the Council on items that are not on the Agenda. Comments will be limited to three (3) minutes per person.

6. **PUBLIC HEARINGS:**

A. **CITY OF INVER GROVE HEIGHTS;** Consider Second Reading of an Ordinance Amending City Code Title 3, Chapter 4, Sections 3-4-2-2 and 3-4-2-3 and Title 10, Chapter 3, Section 10-3-8 Adjusting Development Fees for 2010 _____

7. **REGULAR AGENDA:**

COMMUNITY DEVELOPMENT:

A. **MJOJO;** Consider the following Resolutions for property located at 6240/6250 Carmen Ave:

- i) **Conditional Use Permit** to exceed 25% impervious surface in the Shoreland Overlay District _____
- ii) **Conditional Use Permit** for Outdoor Storage in the I-1 District _____
- iii) **Variance** for a Driveway to be located within the required five foot setback _____
- iv) **Variance** from minimum driveway spacing along collector road _____

PARKS AND RECREATION:

B. **CITY OF INVER GROVE HEIGHTS;** Consider Approval of the Comprehensive Park Plan and Development Guide _____

C. **CITY OF INVER GROVE HEIGHTS;** Consider Request to Sell Park Property Adjacent to Oakwood Park _____

ADMINISTRATION:

- D. **CITY OF INVER GROVE HEIGHTS;** Consider Second Reading of Electric Franchise Ordinance with Dakota Electric _____
- E. **CITY OF INVER GROVE HEIGHTS;** Consider Third Reading of Electric and Gas Franchise Ordinances with Xcel Energy (NSP) _____
- F. **CITY OF INVER GROVE HEIGHTS;** Consider Third Reading of an Ordinance relating to Alcohol Server Training Requirements _____
- G. **CITY OF INVER GROVE HEIGHTS;** Consider Third Reading of an Ordinance regulating the Number and Frequency of Garage Sales _____

8. **MAYOR AND COUNCIL COMMENTS**

9. **ADJOURN**

**INVER GROVE HEIGHTS CITY COUNCIL MEETING
MONDAY, NOVEMBER 9, 2009 - 8150 BARBARA AVENUE**

CALL TO ORDER/ROLL CALL The City Council of Inver Grove Heights met in regular session on Monday, November 9, 2009, 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 City Administrator Teppen, City Attorney Kuntz, Public Works Director Thureen, Parks & Recreation Director Carlson, Community Development Director Link and Recording Clerk Fox.

3. PRESENTATIONS:

4. CONSENT AGENDA:

Mr. Allan Cederberg removed Item 4A, Minutes of October 26, 2009 Regular Council Meeting from the Consent Agenda.

Councilmember Piekarski Krech removed Item 4C, Final Pay Voucher for National Guard Gymnasium Floor Replacement, Item 4H, Resolution Authorizing the City of Inver Grove Heights to Enter into Agreement No. 92316 for Railroad Crossing Signals with Mn/DOT and the Union Pacific Railroad Company and Item 4P, Approve Agreement for Periodic Construction Observation Services for Roofing and related Sheet Metal Services for the Proposed Public Safety Addition/City Hall Renovation, from the Consent Agenda.

Councilmember Klein removed Item 4I, Consider Amendment No. 1 to Professional Services Agreement with SRF Consulting Group, Inc. for School Zone Safety Study, from the Consent Agenda.

Councilmember Madden removed Item 4L, Approve Disc Golf Course Hole Realignment, from the Consent Agenda.

Public Works Director Thureen removed Item 4R, Concord Hills Development Agreement Amendment, from the Consent Agenda.

- B. Resolution No. 09-210** Approving Disbursements for Period Ending November 4, 2009
- D.** Change Order No. 1 and Pay Voucher No. 2 for City Project No. 2008-22, Bohrer Pond Shoreland Protection Project
- E.** Change Order No. 1 and Pay Voucher No. 3 for City Project No. 2007-17, Clark Road Extension Improvements
- F.** Pay Voucher No. 3 - City Project No. 2008-09F, Salem Hill Farm Street Reconstruction/Mill and Overlay
- G.** Pay Voucher No. 5 – City Project No. 2008-18, Public Safety Addition/City Hall Renovation
- J. Resolution 09-212** Authorizing the Sale of Unclaimed Property to a Local Non-Profit Organization
- K.** Approve Funding Source for Salem Hills Trail
- M.** Approve Employee Vehicle Use Policy
- N. Resolution No. 09-213** Authorizing Execution of Grant Programs Offered through Minnesota State Patrol
- O.** Accept Donation to the Inver Grove Heights Police Department from Residential Mortgage Group
- Q.** Authorize Advertisement of RFP for a Technology Systems Consultant for the Proposed Public Safety Addition/City Hall Renovation
- S.** Authorize Advertisement of Bids for Fire Truck
- T.** Approve 2010 Meeting Schedule for Advisory Commissions
- U.** Schedule Public Hearing – Amendment to Fees for 2010

- V. Schedule Public Hearing – 2010 Liquor License Renewals
- W. Schedule Special Council Meeting
- X. Consider 2010 Proposed Convention and Visitors Bureau Budget
- Y. Approve Fire Relief Association Worksheets
- Z. Personnel Actions

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

Ayes: 5

Nays: 0 Motion carried.

A. Minutes – October 26, 2009 Regular Council Meeting

Allan Cederberg, 1162 E. 82nd Street, expressed concern regarding the assessment hearing that was held for City Project 2008-09D. He stated that M.S. 429 requires that the City hold a preliminary hearing prior to ordering a project. He explained that in his opinion the City did not follow the proper procedure when the improvements were ordered at the public hearing held on April 14, 2008.

Mayor Tourville clarified that Mr. Cederberg objected to what was done, not the content of the October 26th minutes. He stated the issue could be brought forth during the public comment section of the agenda.

Motion by Klein, second by Madden, to approve the minutes of the October 26, 2009 Regular Council Meeting

Ayes: 5

Nays: 0 Motion carried.

C. Final Pay Voucher for National Guard Gymnasium Floor Replacement

Councilmember Piekarski Krech questioned what is being paid by each entity.

Mr. Carlson explained the National Guard will reimburse the City for 50% of the total cost of the project, up to \$90,000. He stated the City would be responsible for 50% of the total cost of the project, \$177,489.04. He noted the total did not reflect an additional outstanding invoice that had not been received. He clarified that the Council is being asked to approve a payment to the contractor in the amount of \$7,888.60.

Motion by Klein, second by Madden, to adopt Resolution No. 09-211 Approving Final Pay Voucher for National Guard Gymnasium Floor Replacement

Ayes: 5

Nays: 0 Motion carried.

H. Resolution Authorizing the City of Inver Grove Heights to Enter into Agreement No. 92316 for Railroad Crossing Signals with Mn/DOT and the Union Pacific Railroad Company

Councilmember Klein questioned why crossing arms are proposed to be installed at 71st Street.

Mr. Thureen explained the project was identified in the State's Transportation Improvement Program for 2009-2012. He stated the City is responsible for 10% of the cost, approximately \$41,471.

Councilmember Klein stated that he does not think the improvement is needed at that crossing.

Mayor Tourville questioned if the City could decline the improvement.

Mr. Thureen responded that the City could refuse the proposed improvement.

Councilmember Piekarski Krech stated that the City needs to make the remaining railroad crossings as safe as possible. She commented that there will be a lot of changes in that area in the near future with new development, the completion of the Mississippi River Regional Trail, and the closing of one other railroad crossing.

Councilmember Grannis agreed that the remaining crossings need to be made as safe as possible.

Mayor Tourville asked if residents in the area of the crossing were notified of the proposed improvement.

Mr. Thureen responded that to his knowledge residents had not been notified. He noted that the Council originally approved the City's cost participation for the improvements in 2006 and residents may have been notified at that time.

Councilmember Klein confirmed that there would be time to notify the neighbors and bring the item back for further discussion.

Mayor Tourville agreed that it would be a good idea to notify the residents in the area.

Ed Gunther, 6671 Concord Boulevard, commented that the cost should be invested into the crossing at 65th Street.

Mr. Lynch explained that staff would host a neighborhood information meeting and clarified that detailed plans would not likely be available.

Motion by Tourville, second by Madden, to table the item for further discussion.

Ayes: 5

Nays: 0 Motion carried.

- I. Consider Amendment No. 1 to Professional Services Agreement with SRF Consulting Group, Inc. for School Zone Safety Study

Councilmember Klein stated he was not happy that the City has to pay for an additional meeting when no one from the school district attended the informational meetings that were previously held.

Motion by Klein, second by Grannis, to approve Amendment No. 1 to Professional Services Agreement with SRF Consulting Group, Inc. for School Zone Safety Study

Ayes: 5

Nays: 0 Motion carried.

- L. Approve Disc Golf Course Hole Realignment

Councilmember Madden asked how much the realignment would cost and where the funds are proposed to be taken from.

Mr. Carlson stated that staff perceives the course to be a highly-used amenity in the parks system. He explained there is no cost associated with the realignment, with the exception of staff time.

Motion by Madden, second by Klein, to approve disc golf course hole realignment

Ayes: 5

Nays: 0 Motion carried.

- P. Approve Agreement for Periodic Construction Observation Services for Roofing and related Sheet Metal Services for the Public Safety Addition

Councilmember Piekarski Krech stated that the terminology is misleading because the proposal says in an amount not to exceed \$3,600 and there are a number of incidental fees that can be added to the contract for a total cost that would exceed \$3,600.

Ms. Teppen stated that it was her understanding that the entire contract was for \$3,600, including mileage.

Councilmember Piekarski Krech stated that the mileage appeared to be an additional fee of \$600.

Ms. Teppen responded that the request should be corrected to reflect an amount not to exceed \$4,200.

Mayor Tourville questioned why this agreement for services was brought to the Council for approval if it is already included in the project budget.

Ms. Teppen responded that staff has brought all other inspection and testing services to the City Council.

Mr. Kuntz clarified that it was brought to the Council for approval because it is separate from the

construction contract with Shaw-Lundquist.

Councilmember Grannis confirmed that the cost was included in the total project budget.

Councilmember Klein asked why City inspectors could not perform the services in the agreement.

Mr. Link responded that it is not uncommon on large projects to use special inspectors. He stated that the scope of the work includes specialties that City inspectors are not trained for.

Motion by Madden, second by Grannis, to approve agreement for periodic construction observation services for roofing and related sheet metal services for the Public Safety Addition

Ayes: 5

Nays: 0 Motion carried.

R. Concord Hills Development Agreement Amendment

Mr. Thureen explained the developer requested that some of the completion dates be modified due to the stated of the economy. He suggested approving the document but changing the date of November 9th on pages 8, 9 and 10 to November 23rd.

Motion by Klein, second by Piekarski Krech, to adopt Resolution No. 09-214 approving the Concord Hills Development Agreement Amendment with November 23rd inserted on Pages 8, 9, & 10 to replace November 9th

Ayes: 5

Nays: 0 Motion carried.

5. PUBLIC COMMENT:

Allan Cederberg, 1162 E. 82nd Street, stated he has discussed the preliminary hearing requirement with other attorneys and by his estimation state statute requires two publications of the notice of hearing. He added that his understanding is that the project cannot be ordered at the public hearing.

Mayor Tourville suggested that Mr. Cederberg meet with Mr. Lynch to discuss his questions.

Mr. Lynch stated he has already discussed the issue with Mr. Cederberg and his questions were answered by the City Attorney.

Frank Rauschnot Jr., 6840 Dixie Avenue, commented that Walmart was treated unfairly regarding their request for extended hours of operation. He stated the City should look into allowing the business to be open 7 days a week, 24 hours a day, similar to the options available to Cub and Rainbow Foods.

6. ADMINISTRATIVE HEARINGS:

A. CITY OF INVER GROVE HEIGHTS; Kladek, Inc. Liquor License Violation

Mr. Kuntz stated the hearing is being held to consider the evidence and Council action relating to an alleged violation of a liquor license with respect to the license holder, Kladek, Inc.

Bridget McCauley-Nason, LeVander, Gillen & Miller, explained that Kladek, Inc., dba King of Diamonds is before the Council for a hearing regarding the imposition of a civil penalty for the illegal sale of alcohol that occurred after 1:00 a.m. on September 19, 2009. She explained that a packet containing eight separate exhibits was provided to the Council and asked that the exhibits be formally received into the record.

Motion by Madden, second by Klein, to receive Exhibits 1-8.

Ayes: 5

Nays: 0 Motion carried.

Ms. McCauley-Nason explained the allegation involves an illegal sale of alcohol after 1:00 a.m. on September 19, 2009. She stated that Kladek, Inc., held an optional 2:00 a.m. liquor license that expired in

July of 2009. She explained that two investigators from the State Department of Alcohol and Gambling enforcement were served alcohol after 1:00 a.m. on September 19, 2009 which is a violation of state statute. She noted that the State Department of Public Safety did impose a \$200 civil penalty on Kladek, Inc. She explained that the City does have the authority to impose an additional civil penalty against the licensee and City Code deems that the minimum penalty of \$750 shall be imposed for the first violation.

Mr. Lynch stated he spoke with the licensee who admitted that the violation was the result of an oversight on her part and is willing to accept the \$750 civil penalty.

Allen Cederberg, 1162 E. 82nd Street, stated the event happened on September 19th and the following meeting on September 28th the one hour extension was approved by the Council. He stated the Council should not have approved the application for the 2 AM license if they knew about the violation.

Mr. Kuntz responded that the State of Minnesota is the entity which grants the 2:00 a.m. license.

Mayor Tourville clarified that the Council was notified by the Deputy Clerk as soon as the City received notification of the violation.

Susan Kladek, 1401 70th Street East, apologized for the violation and clarified that a business has to have two separate liquor licenses to stay open until 2:00 a.m. She assured the Council that this situation would never happen again.

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

Ayes: 5

Nays: 0 Motion carried.

Motion by Klein, second by Piekarski Krech, to approve Resolution No. 09-215 Imposing a \$750 Penalty upon On-Sale Intoxicating Liquor License Holder Kladek, Inc. dba King of Diamonds

Ayes: 5

Nays: 0 Motion carried.

B. CITY OF INVER GROVE HEIGHTS; Assessment Hearing for 2009 Nuisance Abatement

Ms. Teppen stated that a number of property owners were noticed that their properties were out of compliance for issues such as long grass, weeds, or refuse. She explained property owners were notified that they needed to bring their properties into compliance or the City would abate the nuisance and assess the property for the costs. She stated six properties were proposed to be assessed for a total assessment amount of \$2,730.99.

Councilmember Piekarski Krech questioned how many of the properties were in foreclosure.

Ms. Teppen responded that she was not sure how many were in foreclosure. She opined that each of the properties would likely fall into that category.

Councilmember Madden questioned if the property owner was personally contacted.

Ms. Teppen responded that numerous attempts are made to contact the property owner.

Councilmember Piekarski Krech asked for clarification regarding what happens if the property taxes are not paid.

Mr. Kuntz explained that once the assessment is certified to the County it is payable with taxes and it becomes a lien on the property, coexistent with the real estate taxes paid in that year. He clarified that the real estate taxes cannot be paid without paying the assessment and the assessment cannot be paid without paying the real estate taxes. He stated that both costs need to be paid in order to record any deed of ownership transfer.

Mayor Tourville suggested that the reason for abatement be given to the Council in the future.

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

Ayes: 5

Nays: 0 Motion carried.

Motion by Klein, second by Grannis, to approve Resolution No. 09-216 adopting the assessment for the 2009 Nuisance Abatement Program

Ayes: 5

Nays: 0 Motion carried.

7. REGULAR AGENDA:

ADMINISTRATION:

A. CITY OF INVER GROVE HEIGHTS; Consider First Reading of Electric Franchise Ordinance with Dakota Electric

Mr. Kuntz stated the existing franchise ordinance with Dakota Electric will expire on December 31, 2009. He explained the ordinance mirrors that of the franchise ordinance with Xcel Energy with two exceptions that were outlined in the memo to the City Council.

Motion by Klein, second by Piekarski Krech, to approve the first reading of an Electric Franchise Ordinance with Dakota Electric

Craig Knudsen, Dakota Electric, stated they are in agreement with the provisions and support the ordinance.

Mayor Tourville suggested the revised franchise ordinances be sent to the Chamber of Commerce.

Ayes: 5

Nays: 0 Motion carried.

B. CITY OF INVER GROVE HEIGHTS; Consider Second Reading of Electric and Gas Franchise Ordinances with Xcel Energy (NSP)

Mr. Kuntz explained there have been no changes to either ordinance since the first reading. He noted that a map of the territorial areas served by Dakota Electric and Xcel Energy were included in the packet for informational purposes.

Motion by Klein, second by Grannis, to approve the Second Reading of Electric and Gas Franchise Ordinances with Xcel Energy (NSP)

Ayes: 5

Nays: 0 Motion carried.

C. CITY OF INVER GROVE HEIGHTS; Consider Second Reading of an Ordinance relating to Alcohol Server Training Requirements

Mr. Kuntz stated the second page of the ordinance addresses the timeframe in which the training must be renewed. He explained that a draft of the ordinance with options of 12, 24 or 36 months for renewal was sent to all licensed establishments and the Chamber of Commerce for feedback. He noted that the responses received were provided in a separate memo from the Deputy Clerk.

Mayor Tourville noted that most of the servers are already required to go through training.

Shannon Goerges, 7850 Cahill Avenue, stated that Cub Foods only sells 3.2 liquor and asked that the Council recognize the in-house training program as fulfillment of the ordinance requirements.

Dave Gall, 7850 Cahill Avenue, stated the in-house training program is completed on an annual basis by all employees that are involved with the point-of-sale system. He explained the registers automatically lock when alcohol is scanned through the system and the transaction cannot be completed until the employee enters the birth date from the identification provided by the customer. He noted he has worked at Cub Foods for over five years and there has never been an alcohol violation. He encouraged the

Council to authorize their training program.

Mayor Tourville clarified that the ordinance requires training that addresses how to determine if a person should not be allowed to purchase alcohol because of reasons other than age. He stated that while the in-house training program offered by Cub Foods addresses not selling to underage persons, it does not include the full scope of issues that the ordinance is intended to address. He clarified that the intent of the ordinance is proactive in nature and is not being looked at as a method to punish establishments because of violations.

Mr. Gall asked if their training program would be accepted if it was modified and expanded to address the other areas covered by the acceptable training programs recognized in the ordinance.

Mayor Tourville responded in the affirmative.

Mr. Lynch clarified that the modified training program would need to be reviewed by staff.

Susan Kladek, 1401 70th St. E., supported the ordinance stated that her employees are already required to receive server training. She suggested that the liquor license holders in the City could network and host joint training sessions to reduce the cost to the business owners.

Mr. Kuntz referred to Page 2, Item F, and stated the current language of the ordinance does not recognize in-house training programs. He questioned if the curriculum of the in-house training program should be required to be approved by the City.

Ms. Piekarski Krech suggested that a list be developed that would outline the criteria that need to be covered in the training program.

Mayor Tourville stated the City Council would need to review and approve the in-house training program.

Councilmember Klein indicated he would like to receive information regarding the costs of the various training programs that are offered.

Councilmember Madden commented on the business owners concerns regarding high employee turnover and their request for a 30-day grace period.

Councilmember Piekarski Krech stated there are ways the business owner can address that issue and indicated she is not willing to allow employees that have not been properly trained to serve or sell alcohol.

Mayor Tourville agreed with Councilmember Piekarski Krech and added that the training can be completed in a very short period of time.

Councilmember Klein stated he would prefer the 24-month renewal option.

Motion by Klein, second by Piekarski Krech, to approve the Second Reading of an Ordinance relating to Alcohol Server Training Requirements with a refresher course required every 24 months

Ayes: 5

Nays: 0 Motion carried.

D. CITY OF INVER GROVE HEIGHTS; Consider the Second Reading of an Ordinance regulating the Number and Frequency of Garage Sales

Ms. Teppen explained the only change made after the first reading was the addition of language to allow four garage sales per calendar year and not including any city-sanctioned garage sale event. She noted the City Attorney added a memorandum regarding the differences between a misdemeanor and a petty misdemeanor.

Motion by Madden, second by Klein, to approve the second reading of an Ordinance regulating the Number and Frequency of Garage Sales with a violation resulting in a petty misdemeanor

Ayes: 4

Nays: 1 (Piekarski Krech) Motion carried.

COMMUNITY DEVELOPMENT:

- E. JOYCE JOHNSON;** Consider Resolution and Two Encroachment Agreements relating to a Conditional Use Permit to increase the size of a non-conforming structure by 14% of the original size for property located at 7432 Cloman Way

Mr. Link stated the applicant intends to reconstruct a house that was destroyed by a fire last August. He explained the original structure did not meet setback requirements and the new house is proposed to be 14% larger than the original. He stated the second part of the request requires two encroachment agreements because of the encroachment into the utility easement. He noted both Planning staff and the Planning Commission recommended approval of the request.

Councilmember Piekarski Krech questioned if a conditional use permit would still be necessary if Item 7F on the agenda was approved.

Mr. Link responded in the affirmative.

Councilmember Klein asked if the applicant agreed with the conditions of approval.

Joyce Johnson, 7432 Cloman Way, indicated she agreed with the conditions.

Motion by Madden, second by Klein, to adopt Resolution No. 09-217 and Two Encroachment Agreements relating to a Conditional Use Permit to increase the size of a non-conforming structure by 14% of the original size for property located at 7432 Cloman Way

Ayes: 5

Nays: 0 Motion carried.

- F. CITY OF INVER GROVE HEIGHTS;** Consider the Third Reading of a Zoning Code Amendment relating to the maintenance and repair of Non-Conforming Uses and Structures

Mr. Link reviewed that the ordinance would amend the City Code to make it consistent with changes in state statute. He noted no changes had been made to the ordinance since the second reading. He stated Planning staff and the Planning Commission recommended approval.

Frank Rauschnot Jr., 6840 Dixie Avenue, stated that allowing non-conforming structures to be rebuilt does not bring the property into compliance. He commented that something needs to be done to bring properties into compliance rather than continuing to allow non-conforming uses.

Motion by Madden, second by Klein, to adopt Ordinance No. 1198, a Zoning Code Amendment relating to the maintenance and repair of Non-Conforming Uses and Structures

Ayes: 5

Nays: 0 Motion carried.

- G. CITY OF INVER GROVE HEIGHTS;** Consider Resolution relating to a Comprehensive Plan Amendment for the modification of proposed trails shown on the Parks, Trails and Open Space Plan in the Parks and Recreation Chapter of the 2030 Comprehensive Plan

Mr. Link stated this is a modification to the trail plan in the 2030 comprehensive plan. He said all cities in the metro are required to have a Comprehensive Plan and to update it every 10 years. He stated there are about 15 pages of different testimony from various Planning Commission meetings regarding the proposed trail plan.

Mr. Carlson reviewed the development of the current trail plan that was part of the 2020 Comprehensive Plan and the process that has been followed to update the trail plan for inclusion in the 2030 Comprehensive Plan. He stated removal of proposed trail segments on the Comprehensive Plan would affect the framework and long-term goals of the City. He explained that because the southern portion of the City will not develop as intensely as the northern part of the City removal of any of the proposed trail segments would result in large gaps that would hinder the connectivity of trails. He stated trails are popular and use has grown significantly both regionally and locally. He explained that trails are used for

safe and convenient access to parks, open space, neighborhoods, commercial areas and destinations beyond and into the City. He reviewed the proposed changes recommended by City staff and those changes that were not recommended. He noted the Parks and Recreation Advisory Commission discussed the trail plan at two separate meetings and recommended that the trail along Barnes Avenue be retained, provided the trail is a paved shoulder on the roadway once the road is reconstructed. He added that their recommendation also included the removal of the proposed trails on Courthouse Boulevard Court, Anne Marie Trail, and Annalisa Path.

Councilmember Madden referenced the retention of a proposed trail along Barnes Avenue and stated it was his understanding that the Council agreed to remove that trail from the plan.

Mr. Carlson responded it was previously discussed, but was not formally removed from the plan.

Councilmember Madden stated he would not support the inclusion of the proposed trail along Barnes Avenue. He expressed concerns with the cost to build and maintain all the trails.

Councilmember Piekarski Krech clarified that they are not deciding to whether or not the trails will be built. She stated this is a long term plan and that the decision regarding whether or not some of the trails will be built may be left to future City Councils.

Councilmember Madden stated that the use of the tax payers' money still needs to be taken into consideration.

Lee Lindberg, 8965 Alfa Lane, questioned who the trails on Barnes Avenue and Courthouse Boulevard Court were for because he has not seen people in favor of those trails being included in the trail plan. He stated that the trails need to be safe and shoulders along the side of the road do not promote safety. He asked that Council remove the proposed trail on Barnes Avenue.

Sheldon Sandmann, 10199 Barnes Way, stated he was not in favor of the trail on Barnes Avenue had asked that it be removed from the trail plan.

Councilmember Madden agreed that there are safety concerns with shoulders along the side of the road and he does not consider that to be a trail.

Motion by Grannis, seconded by Klein, to approve the resolution with the eight (8) identified changes to the Comprehensive Trail Plan with an additional change (number 9) that the proposed trail along Barnes Avenue be removed from the plan and (number 10) that the proposed trail along Courthouse Boulevard Court be removed from the plan.

Mayor Tourville stated he would be fine with the removal of the proposed trail on Barnes Avenue but not Courthouse Boulevard Court. He explained that trail is currently part of an agreement and leaving it on the plan does not force the City to do anything.

Motion by Tourville, seconded by Madden, to amend the motion by removing proposed change number 10.

Ayes: 3

Nays: 2 (Grannis, Piekarski Krech) Motion carried

Motion by Klein, second by Madden, to adopt Resolution No. 09-218 approving items 1-9 of the Comprehensive Plan Amendment for the modification of proposed trails shown on the Parks, Trails and Open Space Plan in the Parks and Recreation Chapter of the 2030 Comprehensive Plan

Ayes: 4

Nays: 1 (Piekarski Krech) Motion carried.

Motion by Klein, second by Grannis, to remove the proposed trail on Courthouse Boulevard Ct from the 2030 Comprehensive Plan

Mayor Tourville opined that leaving it in the plan would provide them with the opportunity to discuss it further.

Councilmember Grannis stated he does not see the harm in removing the trail at this point because the Council could consider an amendment to include it at a later date.

Ayes: 2 (Grannis, Klein)

Nays: 3 (Madden, Tourville, Piekarski Krech) Motion failed.

H. CITY OF INVER GROVE HEIGHTS; Consider Renewal of permits for advertising benches (bus benches) in the City of Inver Grove Heights

Mr. Link explained the number and location of the benches are identical to what the City Council approved two years ago.

Motion by Klein, second by Madden, to renew permits for advertising benches (bus benches) in the City of Inver Grove Heights

Ayes: 5

Nays: 0 Motion carried.

PUBLIC WORKS:

I. CITY OF INVER GROVE HEIGHTS; Consider Resolutions Establishing Utility Rates for 2010

Mr. Thureen explained the water rates are proposed to increase 2% and sewer rates are proposed to increase 3.5 % for 2010.

Motion by Klein, second by Piekarski Krech, to adopt Resolution Nos. 09-219 and 09-220 establishing utility rates for 2010

Ayes: 5

Nays: 0 Motion carried.

J. CITY OF INVER GROVE HEIGHTS; Consider Change Order No. 5 and Pay Voucher No. 14 for City Project No. 2003-15, Northwest Area Trunk Improvements

Mr. Thureen explained that this amount is higher than what is typically seen. He stated this is for the tunneling work and noted it is within the contingency budget.

Motion by Klein, second by Grannis, to approve Change Order No. 5 and Pay Voucher No. 14 for City Project No. 2003-15, Northwest Area Trunk Improvements

Ayes: 5

Nays: 0 Motion carried.

K. CITY OF INVER GROVE HEIGHTS; Consider Resolution Approving Addendum No. 5 for Engineering and Construction Services Agreement with Bolton & Menk, Inc. for City Project No. 2003-15, Northwest Area Trunk Utility Improvements

Mr. Thureen explained that this was a large, complex project and Bolton & Menk, Inc. assisted with the engineering and construction services.

Motion by Klein, second by Grannis, to adopt Resolution No. 09-221 approving Addendum No. 5 for Engineering and Construction Services Agreement with Bolton & Menk, Inc. for City Project No. 2003-15, Northwest Area Trunk Utility Improvements

Ayes: 5

Nays: 0 Motion carried.

L. CITY OF INVER GROVE HEIGHTS; Consider First Reading of an Ordinance Amending City Code Title 3, Chapter 4, Sections 3-4-2-2 and 3-4-2-3 and Title 10, Chapter 3, Section 10-3-8 Adjusting Development Fees for 2010

Ms. Teppen stated the Council is asked to approve the first reading of an ordinance to amend the City Code to adjust the fees and charges associated activities. She explained that this would include water and sanitary sewer connection fees, as well as fees associated with planning activities. She explained the

water and sanitary sewer connection fees are proposed to increase between 3.5% and 4.5% based on financial projections provided by Ehlers and Associates.

Councilmember Piekarski Krech asked what the abstract fee was for.

Ms. Teppen reviewed the fees and stated that none of them have been changed for 2010. She noted that the required public hearing was scheduled for Nov. 23rd.

Motion by Klein, second by Grannis, to approve Consider First Reading of an Ordinance Amending City Code Title 3, Chapter 4, Sections 3-4-2-2 and 3-4-2-3 and Title 10, Chapter 3, Section 10-3-8 Adjusting Development Fees for 2010

Ayes: 5

Nays: 0 Motion carried.

8. MAYOR AND COUNCIL COMMENTS:

Councilmember Madden commented on the Lions Park dock and asked about the repairs.

Mr. Carlson responded the fishing dock was donated to the City and the City is responsible for maintaining it. He indicated that staff plans to repair the dock next spring.

Councilmember Klein questioned if any of the lakes were going to be stocked by the DNR.

Mr. Carlson stated he would provide an update on the stocking activity of the DNR.

9. ADJOURN: Motion by Madden, second by Grannis, to adjourn. The meeting was adjourned by a unanimous vote at 10:30 p.m.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Meeting Date: November 23, 2009
 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 November 5, 2009 to November 18, 2009.

SUMMARY

Shown below is a listing of the disbursements for the various funds for the period ending November 18, 2009. The detail of these disbursements is attached to this memo.

General & Special Reveune	\$418,495.54
Debt Service & Capital Projects	850,872.11
Enterprise & Internal Service	412,334.61
Escrows	<u>5,568.20</u>
Grand Total for All Funds	<u><u>\$1,687,270.46</u></u>

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

Attached to this summary for your action is a resolution approving the disbursements for the period November 5, 2009 to November 18, 2009 and the listing of disbursements requested for approval.

DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. _____

**RESOLUTION APPROVING DISBURSEMENTS FOR THE
PERIOD ENDING NOVEMBER 18, 2009**

WHEREAS, a list of disbursements for the period ending November 18, 2009 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	\$ 418,495.54
Debt Service & Capital Projects	850,872.11
Enterprise & Internal Service	412,334.61
Escrow	<u>5,568.20</u>
Grand Total for All Funds	<u>\$ 1,687,270.46</u>

Adopted by the City Council of Inver Grove Heights this 23rd day of November, 2009.

Ayes:

Nays:

George Tourville, Mayor

ATTEST:

Melissa Rheame, Deputy City Clerk

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
11/09/2009	97193	OLD WORLD PIZZA	council session	101-1000-413.50-75		11/2009	67.99
						* Total	67.99
11/12/2009	97195	ACE PAINT & HARDWARE				11/2009	2.22
						11/2009	36.32
						11/2009	16.01
						* Total	54.55
11/12/2009	97198	AMERICAN ENGINEERING TE	cust inv001	101-5200-443.30-34		11/2009	2,880.35
						* Total	2,880.35
11/12/2009	97201	ARROW MOWER, INC.		101-4200-423.40-41		11/2009	8.91
						* Total	8.91
11/12/2009	97203	BARNA, GUZY, & STEFFEN	50003005	101-1100-413.30-43		11/2009	384.00
						* Total	384.00
11/12/2009	97207	BERGHRSON-CASWELL INC	9091	101-6000-451.30-70		11/2009	1,295.00
						* Total	1,295.00
11/12/2009	97216	DAKOTA ELECTRIC ASSN		101-6000-451.40-20		11/2009	588.59
						* Total	588.59
11/12/2009	97217	DAKOTA ELECTRIC ASSN		101-6000-451.40-20		11/2009	306.46
						* Total	306.46
11/12/2009	97219	DAKOTA ELECTRIC ASSN		101-5400-445.40-20		11/2009	27.27
						* Total	27.27
11/12/2009	97220	DAKOTA ELECTRIC ASSN		101-6000-451.40-20		11/2009	17.88
						* Total	17.88
11/12/2009	97221	DAKOTA ELECTRIC ASSN		101-6000-451.40-20		11/2009	2,123.32
						* Total	2,123.32
11/12/2009	97222	DANNER INC	42423	101-5200-443.40-47		11/2009	3,173.50
						* Total	3,173.50
11/12/2009	97224	EARL F ANDERSEN INC	cust 4094	101-5200-443.60-16		11/2009	109.76
						* Total	109.76
11/12/2009	97228	EXPRESS SIGNS AND BALLO	5153	101-5200-443.60-40		11/2009	155.33
						* Total	155.33
11/12/2009	97231	FLAIL-MASTER	103541	101-6000-451.60-65		11/2009	203.76
						* Total	203.76
11/12/2009	97235	GERTENS				11/2009	480.14
						11/2009	68.68
						11/2009	17.63
						11/2009	26.56
						* Total	593.01

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
11/12/2009	97236	GLASSING FLORIST	acct 2015	101-4000-421.60-65		11/2009	71.13
						* Total	71.13
11/12/2009	97240	GRAINGER	acct 806460150	101-6000-451.40-40		11/2009	85.93
						* Total	85.93
11/12/2009	97241	HAHN, NICHOLAS	boot allowance	101-5100-442.60-45		11/2009	157.00
						* Total	157.00
11/12/2009	97248	LITTLE SUBURBAN NEWSPAP	acct 1363	101-3200-419.50-25		11/2009	11.20
			acct 1363	101-3200-419.50-25		11/2009	9.60
						* Total	20.80
11/12/2009	97252	MIRACLE RECREATION EQUI	692703	101-6000-451.40-47		11/2009	871.47
						* Total	871.47
11/12/2009	97253	MN CONWAY FIRE & SAFETY	387025	101-4200-423.40-42		11/2009	80.24
						* Total	80.24
11/12/2009	97256	MTI DISTRIBUTING CO	704663	101-6000-451.40-47		11/2009	84.09
						* Total	84.09
11/12/2009	97258	NORTHERN SAFETY COMPANY	cust 15831654	101-5100-442.60-45		11/2009	271.89
						* Total	271.89
11/12/2009	97262	PEARL VALLEY ORGANIX, I	51740	101-6000-451.60-30		11/2009	6,132.35
			51743	101-6000-451.60-30		11/2009	5,627.65
						* Total	11,760.00
11/12/2009	97265	QWEST	acct 6514577674	101-6000-451.50-20		11/2009	41.38
						* Total	41.38
11/12/2009	97266	QWEST	acct 6514577671	101-6000-451.50-20		11/2009	41.38
						* Total	41.38
11/12/2009	97269	RCM SPECIALTIES INC	2997	101-5200-443.40-46		11/2009	3,800.00
						* Total	3,800.00
11/12/2009	97270	SEPLER & ASSOCIATES	2802	101-1100-413.30-70		11/2009	4,400.00
						* Total	4,400.00
11/12/2009	97271	SIMPLEXGRINNELL	acct 33700893204	101-4200-423.30-70		11/2009	462.23
						* Total	462.23
11/12/2009	97274	TERRI KENISON	OCTOBER	101-4200-423.30-70		11/2009	908.44
						* Total	908.44
11/12/2009	97275	U OF M - CCE REGISTRART	attende; scott thureen	101-5000-441.50-80		11/2009	334.00
						* Total	334.00
11/12/2009	97277	UNITED PARCEL SERVICE	cust v4650v	101-5200-443.60-16		11/2009	18.86
						* Total	18.86

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
11/12/2009	97279	VERIZON WIRELESS	acct 580565481	101-5100-442.50-20		11/2009	645.96
						* Total	645.96
11/12/2009	97282	WSB & ASSOCIATES, INC.	Project 01702-050 Project 01702-190	101-5100-442.30-30 101-5100-442.30-30		11/2009	1,407.00
						11/2009	1,250.00
						* Total	2,657.00
11/12/2009	97284	XCEL ENERGY	acct 5188494737	101-5400-445.40-20		11/2009	53.78
						* Total	53.78
11/12/2009	97286	YAHOO! CUSTODIAN OF REC	137928	101-4000-421.60-65		11/2009	20.44
						* Total	20.44
11/18/2009	97288	ACE PAINT & HARDWARE	500245 ACCT 1126	101-4200-423.40-42 101-5200-443.60-16		11/2009	6.94
						11/2009	10.68
						* Total	17.62
11/18/2009	97289	AFSCME COUNCIL 5	10/31 - 11/13	101-0000-203.10-00		11/2009	869.20
						* Total	869.20
11/18/2009	97294	ASPEN MILLS	89935	101-4200-423.60-65		11/2009	161.77
						* Total	161.77
11/18/2009	97298	BLOOMINGTON SECURITY SO	566902	101-6000-451.40-40		11/2009	147.00
						* Total	147.00
11/18/2009	97302	CARDIAC SCIENCE, INC.	1213357	101-4000-421.60-40		11/2009	1,493.56
						* Total	1,493.56
11/18/2009	97309	CRESCENT ELECTRIC SUPPL	024159873	101-6000-451.40-40		11/2009	142.61
						* Total	142.61
11/18/2009	97310	CULLIGAN	acct 157984591188	101-4200-423.60-65		11/2009	78.55
						* Total	78.55
11/18/2009	97311	CULLIGAN	acct 157984591006	101-4200-423.60-65		11/2009	65.80
						* Total	65.80
11/18/2009	97312	DAKOTA CTY PROPERTY RHC	July 2009 July 2009	101-2000-415.30-70 101-4000-421.30-70		11/2009	3.12
						11/2009	7.28
						11/2009	113.36
						* Total	123.76
11/18/2009	97313	DAKOTA CTY TREASURER	vsgg collection	101-5200-443.60-16		11/2009	825.00
						* Total	825.00
11/18/2009	97314	DAKOTA ELECTRIC ASSN	acct 1093947	101-5400-445.40-20		11/2009	1,028.03
						* Total	1,028.03
11/18/2009	97315	DANNER LANDSCAPING	7045	101-6000-451.60-16		11/2009	70.54
						* Total	70.54
11/18/2009	97316	DATA FLOW	53935	101-2000-415.50-30		11/2009	56.21

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD / YEAR	AMOUNT
11/18/2009	97316	DATA FLOW	54016	101-2000-415.50-30		11/2009	392.09
						* Total	448.30
11/18/2009	97325	G & K SERVICES	acct 7494701	101-5200-443.60-45		11/2009	21.27
			acct 7494701	101-6000-451.60-45		11/2009	59.05
						* Total	80.32
11/18/2009	97329	GALLS INC	510202580	101-4000-421.60-40		11/2009	144.84
						* Total	144.84
11/18/2009	97331	GERTENS	180378	101-5200-443.40-47		11/2009	319.19
			187824	101-6000-451.60-55		11/2009	70.17
			188011	101-6000-451.60-16		11/2009	505.09
						* Total	894.45
11/18/2009	97336	HEALTH PARTNERS	DEC 2009	101-0000-203.07-00		11/2009	85,435.40
			DEC 2009	101-0000-203.08-00		11/2009	6,796.96
						* Total	92,232.36
11/18/2009	97337	HEALTH PARTNERS	COBRA	101-0000-203.07-00		11/2009	1,511.14
			COBRA	101-0000-203.08-00		11/2009	338.32
						* Total	1,849.46
11/18/2009	97341	IAPC MEMBERSHIP	member; jeff schadegg	101-4200-423.50-70		11/2009	229.00
						* Total	229.00
11/18/2009	97342	IGH FIRE RELIEF ASSN	igh fire state aid	101-4200-423.20-50		11/2009	119,457.00
						* Total	119,457.00
11/18/2009	97343	INFINITY WIRELESS	26738	101-4200-423.40-20		11/2009	105.00
						* Total	105.00
11/18/2009	97344	INTOXIMETERS	cust mainvo	101-4000-421.60-65		11/2009	1,252.58
						* Total	1,252.58
11/18/2009	97346	J-C PRESS	294942	101-1100-413.50-32		11/2009	3,462.75
						* Total	3,462.75
11/18/2009	97347	JOHNSON, JOYCE	over chrg meter	101-0000-207.01-00		11/2009	9.95
						* Total	9.95
11/18/2009	97348	JTD INC SPORTS TURF SPE	431B	101-6000-451.40-65		11/2009	534.38
			431B	101-6000-451.60-16		11/2009	2,945.47
			434B	101-6000-451.30-70		11/2009	4,501.58
			437B	101-6000-451.60-30		11/2009	5,343.75
						* Total	13,325.18
11/18/2009	97349	KALDUNSKI, TOM	daily planner	101-5100-442.60-65		11/2009	32.08
						* Total	32.08
11/18/2009	97351	KLECKNER, CHARLES	cake-employee recognition	101-4000-421.50-75		11/2009	30.79
						* Total	30.79

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD / YEAR	AMOUNT
11/18/2009	97354	LEVANDER, GILLEN & MILL	CLIENT 92000E	101-4000-421.30-41		11/2009	17,108.67
						* Total	17,108.67
11/18/2009	97356	LEVANDER, GILLEN & MILL	Client 81000e	101-1000-413.30-40		11/2009	240.00
			Client 81000e	101-1000-413.30-42		11/2009	18,550.15
			Client 81000e	101-3200-419.30-42		11/2009	1,382.00
			Client 81000e	101-3300-419.30-42		11/2009	32.00
			Client 81000e	101-4000-421.30-42		11/2009	32.00
			Client 81000e	101-4200-423.30-42		11/2009	192.00
			Client 81000e	101-5000-441.30-42		11/2009	3,456.00
			Client 81000e	101-5100-442.30-42		11/2009	344.00
			Client 81000e	101-6000-451.30-42		11/2009	317.18
						* Total	24,545.33
11/18/2009	97357	LEXISNEXIS	acct 1369635	101-4000-421.50-20		11/2009	34.65
						* Total	34.65
11/18/2009	97358	LYNCH, JOE	LEAD MTG - LUNCH	101-1100-413.50-75		11/2009	44.93
						* Total	44.93
11/18/2009	97363	METROPOLITAN COUNCIL EN	OCT 2009	101-0000-341.40-00		11/2009	60.00-
						* Total	60.00-
11/18/2009	97364	MINNEAPOLIS OXYGEN CO.	acct 113505	101-4200-423.40-20		11/2009	11.11
			cust 113505	101-4000-421.60-65		11/2009	2.76
						* Total	13.87
11/18/2009	97370	MN SOCIETY OF PROF. ENG	MEMBER: SCOTT THUREN	101-5000-441.50-70		11/2009	315.00
						* Total	315.00
11/18/2009	97371	MN VISITING NURSE AGENC	22313	101-1100-413.30-50		11/2009	48.00
			22448	101-1100-413.30-50		11/2009	48.00
						* Total	96.00
11/18/2009	97372	MOORE MEDICAL LLC	acct 21185816	101-4200-423.60-65		11/2009	362.13
						* Total	362.13
11/18/2009	97376	NATURE CALLS, INC.	14171	101-6000-451.40-65		11/2009	81.38
						* Total	81.38
11/18/2009	97377	NEWMAN TRAFFIC SIGNS IN	acct INV001	101-5200-443.60-16		11/2009	1,307.72
						* Total	1,307.72
11/18/2009	97378	NFPA	member judy thill	101-4200-423.50-70		11/2009	150.00
						* Total	150.00
11/18/2009	97381	OLD WORLD PIZZA	orders 19/55/181/242	101-4200-423.50-75		11/2009	793.23
						* Total	793.23
11/18/2009	97383	OPTUMHEALTH FINANCIAL S	102392	101-1100-413.30-55		11/2009	12.30
			102392	101-2000-415.30-55		11/2009	28.70
			102392	101-3000-419.30-55		11/2009	8.30
			102392	101-3200-419.30-55		11/2009	4.15
						* Total	53.45

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
11/18/2009	97383	OPTUMHEALTH FINANCIAL S	102392	101-3300-419.30-55		11/2009	13.95
			102392	101-4000-421.30-55		11/2009	66.80
			102392	101-5000-441.30-55		11/2009	5.65
			102392	101-5100-442.30-55		11/2009	42.55
			102392	101-6000-451.30-55		11/2009	1.92
						Total	184.32
11/18/2009	97385	OXYGEN SERVICE COMPANY,	cust 04394	101-4000-421.60-65		11/2009	68.71
						Total	68.71
11/18/2009	97388	RCM SPECIALTIES INC	2998	101-5200-443.40-46		11/2009	15,200.00
						Total	15,200.00
11/18/2009	97389	RIVARD STONE, INC.	64917	101-6000-451.60-65		11/2009	1,784.83
			64918	101-6000-451.60-65		11/2009	934.28
			64927	101-6000-451.60-65		11/2009	7,219.41
			64951	101-6000-451.60-65		11/2009	160.31
						Total	10,098.83
11/18/2009	97391	SENSIBLE LAND USE COALL	A.HUNTING/H. BOTTEN	101-3200-419.50-80		11/2009	76.00
			2010 membership	101-3000-419.50-80		11/2009	200.00
						Total	276.00
11/18/2009	97392	SIRCHIE FINGER PRINT LA	0530628	101-4000-421.60-65		11/2009	109.08
						Total	109.08
11/18/2009	97393	SOLBERG AGGREGATE CO	3454	101-5200-443.60-16		11/2009	184.04
						Total	184.04
11/18/2009	97394	SOUTH ST PAUL, CITY OF	JUN - SEP	101-0000-207.09-00		11/2009	33.00
						Total	33.00
11/18/2009	97397	ST. CROIX TREE SERVICE,	55896	101-6000-451.30-70		11/2009	3,270.38
						Total	3,270.38
11/18/2009	97399	STRAIGHT RIVER MEDIA	1227	101-1100-413.50-32		11/2009	900.00
						Total	900.00
11/18/2009	97400	T MOBILE	acct 494910368	101-5100-442.50-20		11/2009	49.99
						Total	49.99
11/18/2009	97407	U OF M - CCE REGISTRATI	JASON LUNDELL	101-5200-443.50-80		11/2009	70.00
						Total	70.00
11/18/2009	97408	U OF M - CCE REGISTRATI	attende; scott thureen	101-5100-442.50-80		11/2009	334.00
						Total	334.00
11/18/2009	97409	UNIFORMS UNLIMITED	10731	101-4000-421.60-45		11/2009	29.39
						Total	29.39
11/18/2009	97410	UNITED WAY	10/31 - 11/13	101-0000-203.13-00		11/2009	178.00
						Total	178.00

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
11/18/2009	97412	USA MOBILITY WIRELESS I	acct 03174091	101-4000-421.50-20		11/2009	26.54
						* Total	26.54
11/18/2009	97414	WAKOTA MUTUAL FIREMANS	dec 2008 - dec 2009	101-4200-423.50-70		11/2009	50.00
						* Total	50.00
11/18/2009	97416	WHAT WORKS INC	igh fd 09 - 03 igh fd 09 - 03	101-4200-423.50-30 101-4200-423.50-80		11/2009	266.00
						11/2009	1,000.00
						* Total	1,266.00
11/18/2009	97417	XCEL ENERGY	acct 5164318574	101-4200-423.40-10		11/2009	673.99
			acct 5164318574	101-4200-423.40-20		11/2009	846.25
						* Total	1,520.24
11/18/2009	97418	XCEL ENERGY	cust 5464351291	101-5400-445.40-20		11/2009	122.61
						* Total	122.61
11/18/2009	97419	XCEL ENERGY	cust 5152791130	101-5200-443.40-20		11/2009	458.96
			cust 5152791130	101-5400-445.40-20		11/2009	8,891.89
						* Total	9,350.85
11/18/2009	97421	XCEL ENERGY	acct 5151854463	101-4000-421.40-42		11/2009	40.53
						* Total	40.53
						99 Checks	365,508.62
						** Fund Total	
11/12/2009	97227	ENSEMBLE CREATIVE & MAR	OCTOBER 2009	201-1600-465.50-25		11/2009	1,500.00
						* Total	1,500.00
11/18/2009	97359	MALL OF AMERICA ENTERTA	100 - \$50.00 GIFT CARDS	201-1600-465.50-25		11/2009	5,150.00
						* Total	5,150.00
11/18/2009	97360	MALL OF AMERICA-NICKELO	100-\$16.50 TICKET VOUCHER	201-1600-465.50-25		11/2009	1,650.00
						* Total	1,650.00
						3 Checks	8,300.00
						** Fund Total	
11/18/2009	97415	WELLS FARGO BANK	INVE8000GO	333-9000-570.90-30		11/2009	450.00
						* Total	450.00
						1 Checks	450.00
						** Fund Total	
11/18/2009	97415	WELLS FARGO BANK	INVE1204BGOW	342-9000-570.90-30		11/2009	400.00
						* Total	400.00
						1 Checks	400.00
						** Fund Total	
11/18/2009	97415	WELLS FARGO BANK	INVE1205DGO	344-9000-570.90-30		11/2009	400.00
						* Total	400.00
						1 Checks	400.00
						** Fund Total	
11/18/2009	97415	WELLS FARGO BANK	INVE706BGOEC	345-9000-570.90-30		11/2009	400.00
						* Total	400.00
						1 Checks	400.00
						** Fund Total	

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
11/18/2009	97415	WELLS FARGO BANK	INVE706AGOI	346-9000-570.90-30		11/2009	400.00
						* Total	400.00
						** Fund Total	400.00
11/18/2009	97415	WELLS FARGO BANK	INVE706CGWR	347-9000-570.90-30		11/2009	400.00
						* Total	400.00
						** Fund Total	400.00
11/18/2009	97415	WELLS FARGO BANK	INVE1103CTGO	385-9000-570.90-30		11/2009	350.00
						* Total	350.00
						** Fund Total	350.00
11/18/2009	97415	WELLS FARGO BANK	INVE1103DGOT	386-9000-570.90-30		11/2009	350.00
						* Total	350.00
						** Fund Total	350.00
11/18/2009	97415	WELLS FARGO BANK	INVE1205GOTT	387-9000-570.90-30		11/2009	400.00
						* Total	400.00
						** Fund Total	400.00
11/18/2009	97415	WELLS FARGO BANK	INVE1205BGO	388-9000-570.90-30		11/2009	400.00
						* Total	400.00
						** Fund Total	400.00
11/18/2009	97318	EAGAN, CITY OF	OCT 2009	403-0000-207.05-00		11/2009	2,020.00
						* Total	2,020.00
						** Fund Total	2,020.00
11/18/2009	97363	METROPOLITAN COUNCIL EN	OCT 2009	404-0000-217.00-00		11/2009	6,000.00
						* Total	6,000.00
						** Fund Total	6,000.00
11/12/2009	97239	GORMAN SURVEYING, INC	6842	423-5903-723.30-32	0303	11/2009	667.50
						* Total	667.50
11/12/2009	97246	KIMLEY-HORN & ASSOCIATE	3997665	423-5903-723.30-30	0303	11/2009	1,958.35
						* Total	1,958.35
11/18/2009	97356	LEVANDER, GILLEN & MILL	Client 81000e	423-5903-723.30-42	0303	11/2009	213.40
						* Total	213.40

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
11/12/2009	97209	CARLSON, ERIC	copies-bonding tour	425-5907-725.50-30	0507	11/2009	466.19
				3 Checks	** Fund Total		2,839.25
11/12/2009	97198	AMERICAN ENGINEERING TE	cust inv001	427-5917-727.30-34	0717	11/2009	2,616.35
				1 Checks	** Fund Total		466.19
11/12/2009	97246	KIMLEY-HORN & ASSOCIATE	3994663	427-5917-727.30-30	0717	11/2009	2,567.85
				* Total			2,616.35
11/18/2009	97356	LEVANDER, GILLEN & MILL	client 81000e	427-5917-727.30-42	0717	11/2009	529.60
				* Total			529.60
				3 Checks	** Fund Total		5,713.80
11/12/2009	97198	AMERICAN ENGINEERING TE	cust inv001	428-5911-728.30-34	0811	11/2009	697.30
				* Total			697.30
11/12/2009	97208	BKV GROUP, INC.		428-5918-728.30-20	0818	11/2009	2,375.00
				26633			1,715.00
				26669			8,983.08
				26670			13,073.08
				* Total			
11/12/2009	97246	KIMLEY-HORN & ASSOCIATE	wrong project code used	428-5911-728.30-30	0810	11/2009	6,404.65
				3994665			1,115.65
				3996854			12,809.30
				3996854A			3,545.59
				* Total			11,065.89
11/18/2009	97299	BT DESIGN SIGNS		428-5922-728.50-50	0822	11/2009	106.88
				21418			106.88
				* Total			
11/18/2009	97338	HENNEN CONSTRUCTION COM	south sanitary sewer	428-5911-728.80-30	0811	11/2009	254,859.49
				* Total			254,859.49
11/18/2009	97352	KRECH, O'BRIEN, WUELLER	81530116007	428-5918-728.30-70	0818	11/2009	8,022.05
				* Total			8,022.05
11/18/2009	97356	LEVANDER, GILLEN & MILL	client 81000e	428-5911-728.30-42	0811	11/2009	40.50
				* Total			40.50
				7 Checks	** Fund Total		287,865.19
11/06/2009	97192	MN DEPT OF NATURAL RESO	rock island swing bridge	429-5924-729.70-60	0924	11/2009	150.00
				* Total			150.00
11/12/2009	97248	LILLIE SUBURBAN NEWSPAP	acct 1363	429-5929-729.50-25	0929	11/2009	20.80
				* Total			20.80
11/12/2009	97250	MALACOLOGICAL CONSULTAN	FINAL PWT	429-5924-729.30-70	0924	11/2009	1,981.80

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
11/12/2009	97282	MSB & ASSOCIATES, INC.	project 01702-200	429-5901-729.30-30	0901	11/2009	62,076.25
						* Total	62,076.25
11/18/2009	97292	ARCON CONSTRUCTION CO I	storm water facility	429-5914-729.40-66	0914	11/2009	15,532.06
						* Total	15,532.06
11/18/2009	97403	TOTAL CONSTRUCTION & EQ	storm water facility	429-5912-729.40-66	0912	11/2009	17,871.44
						* Total	17,871.44
11/18/2009	97404	TOTAL REPAIR, INC.	storm water facility	429-5915-729.40-66	0915	11/2009	8,313.53
						* Total	8,313.53
11/18/2009	97405	TOTAL REPAIR, INC.	storm water facility	429-5917-729.40-66	0917	11/2009	5,150.63
						* Total	5,150.63
						8 Checks	111,096.51
						** Fund Total	
11/12/2009	97198	AMERICAN ENGINEERING TE	cust inv001	440-5900-740.30-34	0909D	11/2009	4,445.10
						* Total	4,445.10
11/12/2009	97215	DAKOTA CTY SOIL & WATER	Jul - sep	440-5900-740.30-70	0909D	11/2009	870.00
						* Total	870.00
11/12/2009	97229	FEDEX KINKO'S	acct 9980016701	440-5900-740.30-30	0809F	11/2009	22.32
						* Total	22.32
11/12/2009	97246	KIMLEY-HORN & ASSOCIATE	3994669	440-5900-740.30-30	0809F	11/2009	20,088.34
			399668	440-5900-740.30-30	0909D	11/2009	6,954.94
						* Total	27,043.28
11/12/2009	97248	LILLIE SUBURBAN NEWSPAP	acct 1363	440-5900-740.50-25	0809D	11/2009	121.60
						* Total	121.60
11/18/2009	97291	ARCON CONSTRUCTION CO I	south grove urban street	440-5900-740.80-30	0909D	11/2009	160,316.85
						* Total	160,316.85
						6 Checks	192,819.15
						** Fund Total	
11/12/2009	97282	MSB & ASSOCIATES, INC.	project 01082-080	441-5900-741.30-30		11/2009	353.00
						* Total	353.00
11/18/2009	97394	SOUTH ST PAUL, CITY OF	JUN - SEP	441-0000-207.08-00		11/2009	40.50
						* Total	40.50
						2 Checks	393.50
						** Fund Total	
11/18/2009	97397	ST. CROIX TREE SERVICE,	56005	443-5900-743.60-16		11/2009	566.44
						* Total	566.44
						1 Checks	566.44
						** Fund Total	566.44

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
11/12/2009	97263	PRAIRIE RESTORATIONS, I	121530	444-5900-744.40-47		11/2009	11,380.00
						* Total	11,380.00
						1 Checks	11,380.00
						** Fund Total	11,380.00
11/18/2009	97356	LEVANDER, GILLEN & MILL	Client 81000e	446-5915-746.30-42	0315	11/2009	702.00
						* Total	702.00
						1 Checks	702.00
						** Fund Total	702.00
11/12/2009	97237	GLOBAL GOLF ADVISORS	10060911	451-5900-751.30-70		11/2009	5,950.00
						* Total	5,950.00
						1 Checks	5,950.00
						** Fund Total	5,950.00
11/18/2009	97296	BLACKBERRY POINTE APART	PAY GO NOTE	453-9000-570.90-10		11/2009	109,092.18
						* Total	109,092.18
						1 Checks	109,092.18
						** Fund Total	109,092.18
11/18/2009	97297	BLACKBERRY POINTE APART	PAY GO NOTE	453-9000-570.90-10		11/2009	110,017.90
						* Total	110,017.90
						1 Checks	110,017.90
						** Fund Total	110,017.90
11/12/2009	97195	ACE PAINT & HARDWARE	500230	501-7100-512.60-16		11/2009	21.36
						* Total	21.36
						2 Checks	21.36
						** Fund Total	21.36
11/12/2009	97202	BARNS MECHANICAL, INC.	118K	501-7100-512.30-70		11/2009	103.99
						* Total	103.99
						1 Checks	103.99
						** Fund Total	103.99
11/12/2009	97233	GA INDUSTRIES INC	acct 114220518	501-7100-512.40-43		11/2009	968.07
						* Total	968.07
						1 Checks	968.07
						** Fund Total	968.07
11/12/2009	97238	GOPHER STATE ONE-CALL	acct c1nghtc1	501-7100-512.30-70		11/2009	704.70
						* Total	704.70
						1 Checks	704.70
						** Fund Total	704.70
11/12/2009	97283	XCEL ENERGY	acct 5160987097	501-7100-512.40-10		11/2009	831.99
			acct 5160987097	501-7100-512.40-20		11/2009	11,737.89
						* Total	12,569.88
						1 Checks	12,569.88
						** Fund Total	12,569.88
11/18/2009	97306	CITY OF BLOOMINGTON	OCTOBER	501-7100-512.30-70		11/2009	600.00
						* Total	600.00
						1 Checks	600.00
						** Fund Total	600.00
11/18/2009	97315	DANNER LANDSCAPING	7044	501-7100-512.60-16		11/2009	141.08
						* Total	141.08
						1 Checks	141.08
						** Fund Total	141.08
11/18/2009	97319	ELECTRIC FIRE & SECURIT	65941	501-7100-512.40-40		11/2009	610.79
						* Total	610.79
						1 Checks	610.79
						** Fund Total	610.79
11/18/2009	97325	G & K SERVICES	acct 7494701	501-7100-512.60-45		11/2009	4.93
						* Total	4.93
						1 Checks	4.93
						** Fund Total	4.93
11/18/2009	97328	GA INDUSTRIES INC	IV094342	501-7100-512.40-43		11/2009	351.95
						* Total	351.95
						1 Checks	351.95
						** Fund Total	351.95

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
11/18/2009	97330	GARFZKE CONSTRUCTION IN	9044	501-7100-512.40-43		11/2009	3,920.00
						* Total	3,920.00
11/18/2009	97365	MN DEPT OF HEALTH	RENEWAL	501-7100-512.50-70		11/2009	23.00
						* Total	23.00
11/18/2009	97366	MN GLOVE & SAFETY, INC.	234322	501-7100-512.60-45		11/2009	118.63
						* Total	118.63
11/18/2009	97369	MN PIPE & EQUIPMENT	0246756	501-7100-512.40-43		11/2009	698.96
						* Total	698.96
11/18/2009	97383	OPTUMHEALTH FINANCIAL S	102392	501-7100-512.30-55		11/2009	23.43
						* Total	23.43
11/18/2009	97394	SOUTH ST PAUL, CITY OF	JUN - SEP	501-7100-512.40-05		11/2009	221.97
						* Total	221.97
				16 Checks	** Fund Total		21,082.74
11/12/2009	97283	XCEL ENERGY	acct 5160987097	502-7200-514.40-20		11/2009	291.68
						* Total	291.68
11/18/2009	97313	DAKOTA CTY TREASURER	OCT 2009	502-0000-207.01-00		11/2009	80.00
						* Total	80.00
11/18/2009	97323	FIELD ASSET SERVICES IN	REQUESTED CREDIT REFUND	502-0000-116.00-00		11/2009	295.65
						* Total	295.65
11/18/2009	97325	G & K SERVICES	acct 7494701	502-7200-514.60-45		11/2009	2.12
						* Total	2.12
11/18/2009	97362	METROPOLITAN COUNCIL	cust 5084	502-7200-514.40-15		11/2009	114,043.79
						* Total	114,043.79
11/18/2009	97383	OPTUMHEALTH FINANCIAL S	102392	502-7200-514.30-55		11/2009	15.62
						* Total	15.62
11/18/2009	97386	PERSYN, SANDRA G.	REQUESTED CREDIT REFUND	502-0000-116.00-00		11/2009	779.94
						* Total	779.94
11/18/2009	97394	SOUTH ST PAUL, CITY OF	JUN - SEP	502-7200-514.40-15		11/2009	378.32
						* Total	378.32
11/18/2009	97413	VILLAGE TITLE & ABSTRAC	REQUESTED CREDIT REFUND	502-0000-116.00-00		11/2009	54.19
						* Total	54.19
				9 Checks	** Fund Total		115,941.31
11/12/2009	97218	DAKOTA ELECTRIC ASSN	acct 2013605	503-8600-527.40-20		11/2009	174.01
						* Total	174.01
11/12/2009	97255	MN GOLF ASSOCIATION, IN	CLUB 45-413-03	503-8000-521.70-25		11/2009	209.00

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
11/18/2009	97288	ACE PAINT & HARDWARE	500278	503-8600-527.40-40		11/2009	13.31
			500304	503-8600-527.60-12		11/2009	64.61
						* Total	77.92
11/18/2009	97305	CHECKPOINT SYSTEMS INC	190201	503-8500-526.50-55		11/2009	267.81
						* Total	267.81
11/18/2009	97326	G & K SERVICES	accct 0157401	503-8600-527.60-45		11/2009	80.23
						* Total	80.23
11/18/2009	97327	G & K SERVICES	accct 0157401	503-8600-527.60-45		11/2009	86.20
						* Total	86.20
11/18/2009	97334	GRANDMA'S BAKERY	accct 24400	503-8300-524.76-05		11/2009	25.81
			accct 24400	503-8300-524.76-05		11/2009	36.13
			accct 24400	503-8300-524.76-05		11/2009	36.13
			accct 24400	503-8300-524.76-05		11/2009	36.13
						* Total	134.20
11/18/2009	97353	IESCO CREDIT SERVICES	accct 269520	503-8600-527.60-30		11/2009	221.32
						* Total	221.32
11/18/2009	97361	METRO CASH REGISTER SYS	68254	503-8000-521.60-10		11/2009	42.88
						* Total	42.88
11/18/2009	97374	MTI DISTRIBUTING CO	cust 402307	503-8600-527.40-42		11/2009	168.27
			cust 402307	503-8600-527.40-42		11/2009	58.72
						* Total	226.99
11/18/2009	97375	NAPA OF INVER GROVE HEI	cust 301	503-8600-527.40-42		11/2009	17.57
						* Total	17.57
11/18/2009	97383	OPTUMHEALTH FINANCIAL S	102392	503-8500-526.30-55		11/2009	4.15
			102392	503-8600-527.30-55		11/2009	11.30
						* Total	15.45
11/18/2009	97395	SOUTH SUBURBAN RENTAL I	0303492	503-8600-527.40-50		11/2009	141.94
						* Total	141.94
11/18/2009	97401	TDS METROCOM	accct 6514573667	503-8500-526.50-20		11/2009	247.83
						* Total	247.83
11/18/2009	97406	TWIN CITY SAW	A16619	503-8600-527.40-42		11/2009	53.00
						* Total	53.00
11/18/2009	97411	US FOODSERVICE	cust 223000	503-8300-524.76-05		11/2009	75.64
			cust 223000	503-8300-524.60-65		11/2009	126.33
			cust 223000	503-8300-524.76-05		11/2009	127.40
			cust 223000	503-8300-524.76-10		11/2009	83.00
						* Total	412.37

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11/18/2009	97415	WELLS FARGO BANK	INVE1003AGCG	503-9000-570.90-30		11/2009	350.00
						* Total	350.00
						17 Checks	2,758.72
						** Fund Total	
11/12/2009	97197	ALDRICH, PATRICK		504-0000-228.01-00		11/2009	50.00
						* Total	50.00
11/12/2009	97206	BELL, MATT		504-6100-452.60-09	R50100	11/2009	115.00
						* Total	115.00
11/12/2009	97212	CORNIEA, RYAN		504-0000-228.01-00		11/2009	50.00
						* Total	50.00
11/12/2009	97223	DUVAL, CATHLIN		504-6100-452.60-09	R50150	11/2009	115.00
						11/2009	50.00
						* Total	165.00
11/12/2009	97234	GALLAHER, NICK		504-6100-452.60-09	R50150	11/2009	115.00
						11/2009	50.00
						* Total	165.00
11/12/2009	97243	INDEPENDENT SCHOOL DIST		504-0000-227.10-00		11/2009	1,755.00
						* Total	1,755.00
11/12/2009	97245	INVER GROVE HEIGHTS SEN		504-0000-227.10-00		11/2009	216.00
						* Total	216.00
11/12/2009	97281	WALZ, AARON		504-0000-228.01-00		11/2009	50.00
						* Total	50.00
11/18/2009	97383	OPTUMHEALTH FINANCIAL S		504-6100-452.30-55	R90100	11/2009	7.90
						* Total	7.90
						9 Checks	2,573.90
						** Fund Total	
11/12/2009	97194	ABRAHAMSON, TAMMY		505-6200-453.60-65	C16000	11/2009	43.89
						* Total	43.89
11/12/2009	97195	ACE PAINT & HARDWARE		505-6200-453.60-16	C25000	11/2009	23.30
						* Total	23.30
11/12/2009	97196	AL'S COFFEE COMPANY		505-6200-453.76-10	C30100	11/2009	351.95
						* Total	351.95
11/12/2009	97199	AMERICAN RED CROSS		505-6200-453.50-70	C51000	11/2009	35.00
						* Total	35.00
11/12/2009	97200	APEC		505-6200-453.60-16	C21000	11/2009	782.42
						* Total	782.42
11/12/2009	97202	BAARS MECHANICAL, INC.		505-6200-453.40-40	C25000	11/2009	297.00
						* Total	297.00

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
11/12/2009	97205	BCSG, LLC	5645 5649	505-6200-453.30-70 505-6200-453.30-70	C10000 C10000	11/2009 11/2009 * Total	2,550.00 725.00 3,275.00
11/12/2009	97210	CHAMPIONSHIP PRODUCTS	27551	505-6200-453.60-45	C70000	11/2009 * Total	45.00 45.00
11/12/2009	97211	COCA COLA BOTTLING COMP	0178179926	505-6200-453.76-10	C30100	11/2009 * Total	244.05 244.05
11/12/2009	97225	ELECTRONIC DESIGN COMPA	M116129	505-6200-453.40-40	C21000	11/2009 * Total	224.50 224.50
11/12/2009	97230	FERRILLGAS	acct 7757735	505-6200-453.60-21	C21000	11/2009 * Total	309.13 309.13
11/12/2009	97232	FORREST, HANNAH	ach return	505-6200-453.10-30	C51000	11/2009 * Total	624.16 624.16
11/12/2009	97240	GRAINGER	acct 806460150	505-6200-453.60-16	C25000	11/2009 * Total	62.33 62.33
11/12/2009	97242	HILLYARD INC	acct 267670 acct 267670 6088614 acct 267670	505-6200-453.60-11 505-6200-453.60-11 505-6200-453.60-11 505-6200-453.40-42	C25000 C25000 C25000 C25000	11/2009 11/2009 11/2009 11/2009 * Total	938.93 156.56 47.80 343.66 1,486.95
11/12/2009	97248	LILLIE SUBURBAN NEWSPAP	acct 9587	505-6200-453.50-25	C91000	11/2009 * Total	296.10 296.10
11/12/2009	97251	METCALFE, JANET	cancelled class	505-0000-352.35-00	C71000	11/2009 * Total	10.00 10.00
11/12/2009	97254	MN DEPT OF LABOR & INDU	elevator id 06368	505-6200-453.50-70	C25000	11/2009 * Total	100.00 100.00
11/12/2009	97257	NIHCA	12073	505-6200-453.50-70	C10100	11/2009 * Total	376.89 376.89
11/12/2009	97260	OLD WORLD PIZZA	VMCC	505-6200-453.76-05	C16000	11/2009 * Total	295.11 295.11
11/12/2009	97264	PUSH PEDAL PULL	20169	505-6200-453.76-65	C70000	11/2009 * Total	191.55 191.55
11/12/2009	97268	R & R SPECIALTIES OF WI	43737	505-6200-453.40-40	C21000	11/2009 * Total	2,166.36 2,166.36
11/12/2009	97272	SPRUNG SERVICES	58128	505-6200-453.40-40	C25000	11/2009 * Total	630.50 630.50
11/12/2009	97273	SWANK MOTION PICTURE IN	cust 02599507001	505-6200-453.60-65	C50000	11/2009	289.63

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
11/12/2009	97276	UNITED LABORATORIES	acct 55077004	505-6200-453.60-11	C25000	11/2009	197.70
						* Total	197.70
11/12/2009	97278	VANCO SERVICES LLC	OCTOBER	505-6200-453.70-60	C10100	11/2009	43.10
						* Total	43.10
11/12/2009	97280	VISTAR CORPORATION	acct 10130236	505-6200-453.60-65	C30100	11/2009	105.79
			acct 10130236	505-6200-453.76-05	C30100	11/2009	212.89
						* Total	318.68
11/18/2009	97307	COMCAST	acct 8772105910277033	505-6200-453.50-70	C10000	11/2009	74.95
						* Total	74.95
11/18/2009	97335	GUTZMAN, SARAH	CANCELLED	505-0000-352.35-00	C51000	11/2009	44.00
						* Total	44.00
11/18/2009	97367	MN HOCKEY DISTRICT 8		505-6200-453.50-25	C91000	11/2009	110.00
						* Total	110.00
11/18/2009	97383	OPTUMHEALTH FINANCIAL S	102392	505-6200-453.30-55	C50000	11/2009	32.38
						* Total	32.38
11/18/2009	97384	ORIENTAL TRADING COMPAN	63486812501	505-6200-453.60-65	C15500	11/2009	55.66
						* Total	55.66
11/18/2009	97385	OXYGEN SERVICE COMPANY,	03126991	505-6200-453.60-65	C16000	11/2009	12.59
						* Total	12.59
11/18/2009	97390	RIVER HEIGHTS CHAMBER O	27455	505-6200-453.50-70	C91000	11/2009	1,155.00
						* Total	1,155.00
11/18/2009	97396	SPORTS PROMOTIONS	2009-2010	505-6200-453.50-25	C91000	11/2009	80.00
						* Total	80.00
11/18/2009	97420	XCEL ENERGY	acct 5168679487	505-6200-453.40-10	C25000	11/2009	7,520.28
			acct 5168679487	505-6200-453.40-20	C25000	11/2009	20,307.86
						* Total	27,828.14
						35 Checks	42,113.02
						** Fund Total	52,566.75
11/12/2009	97247	LEAGUE OF MN CITIES INS	2nd installment	602-2100-415.50-09		11/2009	52,566.75
						* Total	52,566.75
11/18/2009	97383	OPTUMHEALTH FINANCIAL S	102392	602-2100-415.30-55		11/2009	.70
						* Total	.70
						2 Checks	52,567.45
						** Fund Total	2.66
11/12/2009	97195	ACE PAINT & HARDWARE	500220	603-5300-444.40-41		11/2009	2.66
						* Total	2.66

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
11/12/2009	97236	ELK RIVER FORD, INC.	39694	603-5300-444.80-70		11/2009	24,316.36
			39695	603-5300-444.80-70		11/2009	24,316.36
			40754	603-5300-444.80-70		11/2009	24,316.36
			40755	603-5300-444.80-70		11/2009	24,316.36
						* Total	97,265.44
11/12/2009	97267	R & R CARPET SERVICE	OCTOBER 2009	603-5300-444.40-65		11/2009	78.02
						* Total	78.02
11/18/2009	97288	ACE PAINT & HARDWARE	500238	603-5300-444.40-40		11/2009	41.59
						* Total	41.59
11/18/2009	97290	ALTERNATORS STARTERS &	A67270	603-5300-444.40-41		11/2009	101.48
						* Total	101.48
11/18/2009	97293	ARROW PONTIAC	362676	603-5300-444.40-41		11/2009	59.90
						* Total	59.90
11/18/2009	97295	ASTLEFORD INT'L & ISUZU	T290226	603-0000-145.50-00		11/2009	138.04
						* Total	138.04
11/18/2009	97301	CANON BUSINESS SOLUTION	ACCT 1061833	603-5300-444.40-41		11/2009	120.61
						* Total	120.61
11/18/2009	97304	CARQUEST OF ROSEMOUNT	1596112742	603-0000-145.50-00		11/2009	26.69
			1596112742	603-5300-444.60-12		11/2009	64.10
			1596112753	603-5300-444.60-12		11/2009	66.03
			1596112837	603-5300-444.40-40		11/2009	32.83
			1596112879	603-5300-444.40-41		11/2009	56.77
			1596112934	603-5300-444.40-41		11/2009	52.02
			1596112956	603-5300-444.40-41		11/2009	105.27
						* Total	403.71
11/18/2009	97320	ELK RIVER FORD, INC.	4-2010 FORD CROWN VICTORA	603-5300-444.80-70		11/2009	97,265.44
						* Total	97,265.44
11/18/2009	97321	EMERGENCY AUTOMOTIVE TE	Inver grove hghts	603-5300-444.40-41		11/2009	131.46
						* Total	131.46
11/18/2009	97322	FACTORY MOTOR PARTS COM	acct 10799	603-5300-444.40-41		11/2009	18.75-
			acct 10799	603-5300-444.40-41		11/2009	91.17
			acct 10799	603-5300-444.40-41		11/2009	172.81
						* Total	245.23
11/18/2009	97324	FORCE AMERICA, INC.	acct 366100	603-5300-444.40-41		11/2009	154.64
						* Total	154.64
11/18/2009	97325	G & K SERVICES	acct 7494701	603-5300-444.40-65		11/2009	79.70
			acct 7494701	603-5300-444.60-45		11/2009	22.54
						* Total	102.24
11/18/2009	97332	GOPHER BEARING	acct 102358	603-5300-444.40-41		11/2009	9.63
			acct 102358	603-5300-444.40-41		11/2009	22.17

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
11/18/2009	97333	GRAINGER	acct 806460150	603-5300-444.40-41		11/2009	53.21
			acct 806460150	603-5300-444.40-41		11/2009	72.60
			acct 806460150	603-5300-444.60-40		11/2009	150.08
						* Total	275.89
11/18/2009	97345	INVER GROVE LICENSE CEN	4 - FORD CROWN VICTORIA	603-5300-444.80-70		11/2009	80.00
						* Total	80.00
11/18/2009	97350	KISS'S INC SAFETY SYSTE	764	603-5300-444.80-70		11/2009	338.58
						* Total	338.58
11/18/2009	97373	MTI DISTRIBUTING CO	acct 91180	603-5300-444.40-41		11/2009	62.46
						* Total	62.46
11/18/2009	97398	ST. PAUL HARLEY-DAVIDSO	cust 44051	603-5300-444.40-41		11/2009	5.46
						* Total	5.46
11/18/2009	97419	XCEL ENERGY	cust 5152791130	603-5300-444.40-20		11/2009	1,443.12
			cust 5152791130	603-5300-444.40-10		11/2009	517.10
						* Total	1,960.22
11/18/2009	97424	1800 RADIATOR INC	50849015	603-5300-444.40-41		11/2009	12.38
						* Total	12.38
						** Fund Total	198,877.25
11/18/2009	97308	COORDINATED BUSINESS SY	cust 4502512	604-2200-416.60-05		11/2009	72.38
						* Total	72.38
11/18/2009	97380	OFFICE EQUIPMENT FINANC	cust 923425	604-2200-416.40-50		11/2009	1,900.25
						* Total	1,900.25
11/18/2009	97387	PRECISION DATA SYSTEMS	WATER BILLS	604-2200-416.60-10		11/2009	950.60
			REQUEST FOR LEAVE FORMS	604-2200-416.60-10		11/2009	588.00
						* Total	1,538.60
						** Fund Total	3,511.23
11/12/2009	97204	BARTLEY SALES COMPANY	cty:in	605-3100-419.40-40		11/2009	988.59
						* Total	988.59
11/12/2009	97244	INTEGRA TELECOM	acct 2129	605-3100-419.40-40		11/2009	365.70
						* Total	365.70
11/12/2009	97249	LONE OAK COMPANIES	45330	605-3100-419.50-35		11/2009	315.28
						* Total	315.28
11/12/2009	97267	R & R CARPET SERVICE	OCTOBER 2009	605-3100-419.40-65		11/2009	103.56
						* Total	103.56
11/12/2009	97285	XCEL ENERGY	acct 5142529960	605-3100-419.40-10		11/2009	1,048.11

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
11/12/2009	97285	KCEL ENERGY	acct 5142529960	605-3100-419.40-20		11/2009	2,924.67
						* Total	3,972.78
11/12/2009	97287	ZAYO ENTERPRISE NETWORK		605-3100-419.50-20		11/2009	992.68
				605-3100-419.50-20		11/2009	975.00
						* Total	1,967.68
11/18/2009	97340	HILLYARD INC	acct 274069	605-3100-419.60-11		11/2009	168.93
						* Total	168.93
11/18/2009	97379	NS/I MECHANICAL CONTRAC	W18335	605-3100-419.40-40		11/2009	360.50
						* Total	360.50
11/18/2009	97442	USA MOBILITY WIRELESS I	cust 03174935	605-3100-419.40-65		11/2009	4.89
						* Total	4.89
				9 Checks		** Fund Total	8,247.91
11/12/2009	97213	DAKOTA COUNTY CDA	6	606-1400-413.30-70		11/2009	1,008.90
						* Total	1,008.90
11/12/2009	97214	DAKOTA CTY FINANCIAL SV	recoupment	606-1400-413.50-80		11/2009	75.00
						* Total	75.00
11/12/2009	97259	OFFICE OF ENTERPRISE TE	cust 200b000171	606-1400-413.30-75		11/2009	311.81
						* Total	311.81
11/18/2009	97317	DBMSAR, LLC	NOV 2009	606-1400-413.30-70		11/2009	6,800.00
						* Total	6,800.00
11/18/2009	97368	MN OFFICE OF ENTERPRISE	cust 200b000659	606-1400-413.30-70		11/2009	100.00
						* Total	100.00
11/18/2009	97402	TOTAL CONSTRUCTION & EQ	46271	606-1400-413.30-70		11/2009	255.21
						* Total	255.21
11/18/2009	97422	XEROX DIRECT	901516589	606-1400-413.60-10		11/2009	640.18
						* Total	640.18
11/18/2009	97423	ZEE MEDICAL SERVICE	cust 000701	606-1400-413.60-65		11/2009	156.90
						* Total	156.90
				8 Checks		** Fund Total	9,348.00
11/12/2009	97261	ORIENTAL TRADING COMPAN	cust 20867186	702-0000-230.72-00		11/2009	281.22
						* Total	281.22
11/12/2009	97282	WSB & ASSOCIATES, INC.	Project 01702-120	702-0000-228.21-00		11/2009	371.00
			Project 01702-070	702-0000-228.22-00		11/2009	1,075.00
						* Total	1,446.00
11/18/2009	97300	BUTLER BROTHERS ENTERPR	hydrant permit 200907	702-0000-229.43-00		11/2009	499.33
						* Total	499.33

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
11/18/2009	97303	CARL BOLANDER & SONS CO	hydrant permit 200909	702-0000-229.43-00		11/2009	866.63
						* Total	866.63
11/18/2009	97310	CULLIGAN	cust 157984732428	702-0000-228.63-00		11/2009	35.32
						* Total	35.32
11/18/2009	97339	HENNEPIN COUNTY DISTRICT	Johnathan troy schuster	702-0000-229.10-00		11/2009	50.00
						* Total	50.00
11/18/2009	97356	LEVANDER, GILLEN & MILL	client 81000e	702-0000-228.23-00		11/2009	1,536.50
			client 81000e	702-0000-228.66-00		11/2009	423.20
			client 81000e	702-0000-228.80-00		11/2009	385.00
			client 81000e	702-0000-229.61-00		11/2009	44.00
			client 81000e	702-0000-230.25-00		11/2009	11.00
						* Total	2,389.70
						7 Checks	5,568.20
						287 Checks	1,687,270.46
						*** Bank Total	1,687,270.46
						287 Checks	1,687,270.46
						*** Grand Total	1,687,270.46

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

CONSIDER CHANGE ORDER NO. THREE FOR CITY PROJECT 2008-18 PUBLIC SAFETY ADDITION/CITY HALL RENOVATION

Meeting Date: November 23, 2009
 Item Type: Consent
 Contact: JTeppen, Asst City Admin *JS*
 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 Change Order No. 3 for City Project 2008-18 Public Safety Addition/City Hall Renovation.

SUMMARY As the Council will recall, throughout the length of this project we will be asking the Council to consider any change orders at the second meeting of the month, with a Pay Voucher request from the Contractor on the first meeting of the month with a revised contract amount.

As Council will also recall, the amounts reflected in these Change Orders have already been approved – either by the Council or by staff if the amounts fall under \$15,000. This action item simply formally approves the amounts so that the contract amount can be changed.

This Change Order request comprises five items. The Architect has provided a brief explanation of each of the items:

PR-009: Revised water heater to eliminate hot water storage tank. This was done for improved hot water temperature control and improved heat exchanger integration with the domestic hot water system. -\$1,308.00

PR-014: Additional dowels were required to anchor the floor slab to the foundation wall for resistance of lateral earth pressures. \$1,031.00

PR -017: Additional reinforcement was required to accommodate the specific loading requirements of the high density file storage system at the upper floor. \$1,937.00

GCPR-007: Poured concrete topping was not thick enough to accommodate floor boxes at two locations. The issue was resolved by core drilling holes for poke through devices. \$330.00

GCPR-008: Soil corrections required at the south half of Phase 1. Work took place on September 2 and 3. All items have been documented by an Independent Testing Agency. \$21,680.00

The Contract amount is reflected to increase a total of \$23,670.00 for these five items. Five payments have been approved and processed for a total of \$1,677,686.22 leaving an unpaid contract balance of \$9,958,436.78.

Change Orders are financed from the project contingency which started at \$613,601 and is now at \$479,378. with the above changes/amounts.

CHANGE ORDER

OWNER _____
 ARCHITECT _____
 CONTRACTOR _____
 FIELD _____
 OTHER _____

AIA DOCUMENT G701

THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES; CONSULTATION WITH AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS COMPLETION OR MODIFICATION. AUTHENTICATION OF THIS ELECTRONICALLY DRAFTED AIA DOCUMENT MAY BE MADE BY USING AIA DOCUMENT D401.

PROJECT:	Inver Grove Heights Public Safety & City Hall Remodel	CHANGE ORDER NO.:	THREE (3)
		DATE:	November 16, 2009
TO CONTRACTOR:	Shaw-Lundquist Associates 2757 West Service Road St. Paul, MN 55121	ARCHITECT'S PROJECT #:	1643.01
		CONTRACT DATE:	May 19, 2009
		CONTRACT FOR:	Addition & Remodel

The contract is changed as follows:

- | | |
|---|-----------|
| 1. PR-009 Revise combination domestic water heater and heat exchanger | -1,308.00 |
| 2. PR-014 Additional hooked dowels. | 1,031.00 |
| 3. PR-017 Composite deck reinforcement for high density files | 1,937.00 |
| 4. GCPR-007 Cost for poke through electrical boxes. | 330.00 |
| 5. GCPR-008 Cost for soil correction at the south half of Phase 1. | 21,680.00 |

The original (Contract Sum)(Guaranteed Maximum Price) was	\$11,501,900.00
Net change by previously authorized Change Orders	\$110,553.00
The (Contract Sum)(Guaranteed Maximum Price) prior to this Change Order was	\$11,612,453.00
The (Contract Sum)(Guaranteed Maximum Price) will be	\$23,670.00
(increased)(decreased)(unchanged) by this change order in the amount of	
The new (Contract Sum)(Guaranteed Maximum Price) including this Change Order will be	\$11,636,123.00

The Contract time will be (increased)(decreased)(unchanged).

The date of Substantial Completion therefore is (increased)(decreased)(unchanged) .

Authorized:

ARCHITECT	CONTRACTOR	OWNER
Boarman Kroos Vogel Group, Inc. Address 222 N. 2nd Street Minneapolis, MN 55401	Shaw-Lundquist & Associates Address 2757 West Service Road St. Paul, MN 55121	City of Inver Grove Heights Address 8150 Barbara Avenue Inver Grove Heights, MN 55077
BY _____	BY _____	BY _____

David Jaeger, Sr. Cons. Administrator		
DATE	DATE	DATE

AIA DOCUMENT G701 * CHANGE ORDER * 1987 EDITION * AIA - COPYRIGHT 1987 *
THE AMERICAN INSTITUTE OF ARCHITECT'S, 1735 NEW YORK AVE., N.W., WASHINGTON, D.C. 20006-5292
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CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Change Order No. 1, Final Pay Voucher No. 1, Engineer's Final Report and Resolution Accepting Work for City Project No. 2009-12 – Storm Water Facility Maintenance Program Zone 1.

Meeting Date: November 23, 2009
Item Type: Consent
Contact: Thomas J. Kaldunski, 651.450.2572
Prepared by: Thomas J. Kaldunski, City Engineer
Reviewed by: Scott D. Thureen, Public Works Director

TJK
SDT *CB*

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: Pavement Management Fund

PURPOSE/ACTION REQUESTED

Consider Change Order No. 1, Final Pay Voucher No. 1, Engineer's Final Report, and Resolution Accepting Work of Total Construction, Inc. for City Project No. 2009-12 – Storm Water Facility Maintenance Program Zone 1.

SUMMARY

The improvements were included as part of the 2009 Storm Water Facility Maintenance Program. The contract was awarded in an amount of \$16,961.60 to Total Construction, Inc. on September 14, 2009.

Change Order No. 1, in the amount of \$909.84 is for extra work items required due to unforeseen field conditions.

Engineering recommends approval of Change Order No. 1 in the amount of \$909.84 (for a revised contract amount of \$17,871.44), approval of Final Pay Voucher No. 1 in the amount of \$17,871.44, Engineer's Final Report and Resolution Accepting Work of Total Construction, Inc. for City Project No. 2009-12 – Storm Water Facility Maintenance Program Zone 1.

TJK/kf

Attachment: Change Order No. 1
Pay Voucher No. 1 (Final)
Engineer's Final Report
Resolution

~

CHANGE ORDER NO. 1

**2009 STORM WATER FACILITY MAINTENANCE PROGRAM
CITY PROJECT NO. 2009-12
ZONE 1**

Owner: City of Inver Grove Heights 8150 Barbara Avenue Inver Grove Heights, MN 55077	Date of Issuance: November 13, 2009
Contractor: Total Construction, Inc. 10195 Inver Grove Trail Inver Grove Heights, MN 55076	Engineer: City Engineer
<u>PURPOSE OF CHANGE ORDER</u> See attached.	
CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIME
Original Contract Price: \$16,961.60	Original Contract Time:
Previous Change Orders \$0.00	Net Change from Previous Change Orders
Contract Price Prior to this Change Order \$16,961.60	Contract Time Prior to this Change Order
Net Increase of this Change Order \$909.84	Net Increase (Decrease) of Change Order
Contract Price with all Approved Change Orders \$17,871.44	Contract Time with Approved Change
Recommended By:  Nick Hahn, Engineering Technician	Approved By: _____ Total Construction, Inc.

Approved By:
Action:

Approved By:

Date of Council


Thomas J. Kaldunski, City Engineer

George Tourville, Mayor

November 23, 2009

ATTACHMENT TO CHANGE ORDER NO. 1

**CITY PROJECT NO. 2009-12 – STORM WATER FACILITY MAINTENANCE PROGRAM
ZONE 1**

Description of Changes:

Additional work items required due to unforeseen field conditions.

The existing soils were not adequate to support the storm sewer manhole and the pipe to be installed, so 1 ½" rock was used to provide stable bedding. This change order is to provide for the added cost of supplying the rock bedding.

Total Cost of 1 ½" pipe bedding rock = 4 loads X \$227.46/load = \$909.84

Total Cost of Revisions \$909.84

CONSTRUCTION PAY VOUCHER

ESTIMATE NO: 1 (Final)
DATE: November 13, 2009
PERIOD ENDING: October 31, 2009
CONTRACT: 2009 Storm Water Facility Maintenance Program
PROJECT NO: 2009-12 – Zone 1

TO: Total Construction, Inc.
10195 Inver Grove Trail
Inver Grove Heights, MN 55076

Original Contract Amount..... \$16,961.60
Total Addition \$909.84
Total Deduction..... -\$0.00
Total Contract Amount..... \$17,871.44
Total Value of Work to Date \$17,871.44
Less Retained (5%) \$0.00
Less Previous Payment \$0.00
Total Approved for Payment this Voucher..... \$17,871.44
Total Payments including this Voucher \$17,871.44

Approvals:

Pursuant to our field observation, I hereby recommend for payment the above stated amount for work performed through October 31, 2009.

Signed by: 
Thomas J. Kaldunski, City Engineer

November 13, 2009

Signed by: _____
Total Construction, Inc.

Date

Signed by: _____
George Tourville, Mayor

November 23, 2009

2009 STORM WATER FACILITY MAINTENANCE PROGRAM
 CITY OF INVER GROVE HEIGHTS
 ZONE 1
 CITY PROJECT NO. 2009-12

ITEM NO.	MN/DOT NO.	DESCRIPTION	UNITS	ESTIMATED QUANTITY	QUANTITY TO DATE	UNIT PRICE	TOTAL ESTIMATED COST	CONTRACT COST TO DATE
1	2021.501	MOBILIZATION	LS	1	1	\$ 500.00	\$ 500.00	\$ 500.00
2	2104.501	REMOVE EXISTING 24" RC PIPE SEWER	LF	8	8	\$ 250.00	\$ 2,000.00	\$ 2,000.00
3	2104.509	REMOVE EXISTING 24" RC SURGE BASIN	EA	1	1	\$ 250.00	\$ 250.00	\$ 250.00
4	2105.523	COMMON BORROW (CV)	CY	200	200	\$ 14.00	\$ 2,800.00	\$ 2,800.00
5	2501.573	INSTALL FLEX STAKE MARKER POST	EA	2	2	\$ 25.00	\$ 50.00	\$ 50.00
6	2501.602	24" RC PIPE APRON AND IOWA TRASH GUARD	EA	1	1	\$ 1,683.00	\$ 1,683.00	\$ 1,683.00
7	2503.541	24" RC PIPE SEWER DESIGN 3006 CLASS III	LF	68	68	\$ 52.70	\$ 3,583.60	\$ 3,583.60
8	2506.502	CONSTRUCT DRAINAGE STRUCTURE, DESIGN 48-4020	EA	1	1	\$ 3,630.00	\$ 3,630.00	\$ 3,630.00
9	2506.602	CONNECT TO EXISTING STORM SEWER	EA	1	1	\$ 500.00	\$ 500.00	\$ 500.00
10	2511.501	RANDOM RIP RAP - CLASS III	CY	20	20	\$ 70.00	\$ 1,400.00	\$ 1,400.00
11	2511.515	GEOTEXTILE FILTER, TYPE III	SY	20	20	\$ 3.25	\$ 65.00	\$ 65.00
12	2575.602	TERRASEEDING, SEED MIXTURE 328	SY	200	200	\$ 2.50	\$ 500.00	\$ 500.00
SUBTOTAL:							\$ 16,961.60	\$ 16,961.60

ORIGINAL CONTRACT AMOUNT: \$ 16,961.60

CHANGE ORDER 1:	ADDITION	\$ 909.84
	DEDUCTION	\$ -
	NET CONTRACT CHANGE	\$ 909.84

CONTRACT AMOUNT WITH CHANGE ORDER: \$ 17,871.44

CONTRACT WORK COMPLETED TO DATE:	\$ 17,871.44
RETAINAGE (0%):	\$ -
PREVIOUS PAYMENTS:	\$ -
PAYMENT #1 FINAL TOTAL:	\$ 17,871.44

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

ENGINEER'S REPORT OF FINAL ACCEPTANCE

**2009 STORM WATER FACILITY MAINTENANCE PROGRAM
CITY PROJECT NO. 2009-12 – ZONE 1**

November 13, 2009

TO THE CITY COUNCIL
INVER GROVE HEIGHTS, MINNESOTA

HONORABLE MAYOR AND CITY COUNCIL MEMBERS:

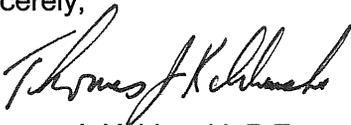
This is to advise you that I have reviewed the work under contract to Total Construction, Inc. The work consisted of storm water facility maintenance within the City of Inver Grove Heights.

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

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

ORIGINAL CONTRACT PRICE	\$16,961.60
ADDITION (CHANGE ORDER NO. 1)	\$909.84
FINAL CONTRACT AMOUNT	\$17,871.44
FINAL VALUE OF WORK	\$17,871.44
PREVIOUS PAYMENTS	\$0.00
BALANCE DUE	\$17,871.44

Sincerely,



Thomas J. Kaldunski, P.E.
City Engineer

TJK/kf

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

**RESOLUTION ACCEPTING WORK OF TOTAL CONSTRUCTION, INC. AND AUTHORIZING
FINAL PAYMENT IN THE AMOUNT OF \$17,239.04**

**2009 STORM WATER FACILITY MAINTENANCE PROGRAM
CITY PROJECT NO. 2009-12 – ZONE 1**

RESOLUTION NO. _____

WHEREAS, pursuant to a written contract with the City of Inver Grove Heights dated September 14, 2009, Total Construction, Inc. satisfactorily completed improvements and appurtenances for the 2009 Storm Water Facility Maintenance Program, City Project No. 2009-12 – Zone 1.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS: That the work completed under this contract is hereby accepted and approved, and

BE IT FURTHER RESOLVED: That the Mayor and the City Clerk are hereby directed to issue a proper order for final payment on such contract, taking the contractor's receipt in full.

Adopted by the City Council of Inver Grove Heights this 23rd day of November 2009.

AYES:

NAYS:

George Tourville, Mayor

ATTEST:

Melissa Rheäume, Deputy Clerk

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Final Compensating Change Order No. 1, Final Pay Voucher No. 1, Engineer's Final Report and Resolution Accepting Work for City Project No. 2009-13 – Storm Water Facility Maintenance Program Zone 2

Meeting Date: November 23, 2009
 Item Type: Consent
 Contact: Thomas J. Kaldunski, 651.450.2572
 Prepared by: Thomas J. Kaldunski, City Engineer
 Reviewed by: Scott D. Thureen, Public Works Director

ST

Fiscal/FTE Impact:

- 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 Final Compensating Change Order No. 1, Final Pay Voucher No. 1, Engineer's Final Report, and Resolution Accepting Work of Total Construction, Inc. for City Project No. 2009-13 – Storm Water Facility Maintenance Program Zone 2.

SUMMARY

The improvements were included as part of the 2009 Storm Water Facility Maintenance Program. The contract was awarded in an amount of \$15,747.90 to Total Construction, Inc. on September 14, 2009.

Final Compensating Change Order No. 1, in the amount of \$135.00, is for quantity adjustments required due to field conditions.

Engineering recommends approval of Final Compensating Change Order No. 1 in the amount of \$135.00 (for a revised contract amount of \$15,882.90), approval of Final Pay Voucher No. 1 in the amount of \$15,882.90, Engineer's Final Report and Resolution Accepting Work of Total Construction, Inc. for City Project No. 2009-13 – Storm Water Facility Maintenance Program Zone 2.

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

CONSTRUCTION PAY VOUCHER

ESTIMATE NO: 1 (Final)
DATE: November 16, 2009
PERIOD ENDING: October 31, 2009
CONTRACT: 2009 Storm Water Facility Maintenance Program
PROJECT NO: 2009-13 – Zone 2

TO: Total Construction, Inc.
10195 Inver Grove Trail
Inver Grove Heights, MN 55076

Original Contract Amount.....\$15,747.90
Total Addition (Change Order No. 1)..... \$135.00
Total Deduction..... \$0.00
Total Contract Amount.....\$15,882.90
Total Value of Work to Date.....\$15,882.90
Less Retained (5%) \$0.00
Less Previous Payment..... \$0.00
Total Approved for Payment this Voucher.....\$15,882.90
Total Payments including this Voucher\$15,882.90

Approvals:

Pursuant to our field observation, I hereby recommend for payment the above stated amount for work performed through October 31, 2009.

Signed by: Sgt For TOM KALDUNSKI November 17, 2009
Thomas J. Kaldunski, City Engineer

Signed by: _____
Total Construction, Inc. Date

Signed by: _____
George Tourville, Mayor November 23, 2009

FINAL COMPENSATING CHANGE ORDER NO. 1

**2009 STORM WATER FACILITY MAINTENANCE PROGRAM
CITY PROJECT NO. 2009-13
ZONE 2**

Owner: City of Inver Grove Heights 8150 Barbara Avenue Inver Grove Heights, MN 55077	Date of Issuance: November 16, 2009
Contractor: Total Construction, Inc. 10195 Inver Grove Trail Inver Grove Heights, MN 55076	Engineer: City Engineer
<p><u>PURPOSE OF CHANGE ORDER</u></p> <p>See attached.</p>	
CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIME
Original Contract Price: \$15,747.90	Original Contract Time:
Previous Change Orders \$0.00	Net Change from Previous Change Orders
Contract Price Prior to this Change Order \$15,747.90	Contract Time Prior to this Change Order
Net Increase of this Change Order \$135.00	Net Increase (Decrease) of Change Order
Contract Price with all Approved Change Orders \$15,882.90	Contract Time with Approved Change
Recommended By: _____ Nick Hahn, Engineering Technician	Approved By: _____ Total Construction, Inc.

Approved By:
Action:

Approved By:

Date of Council

Sgt J. Tom Kaldunski
Thomas J. Kaldunski, City Engineer

George Tourville, Mayor

November 23, 2009

ATTACHMENT TO FINAL COMPENSATING CHANGE ORDER NO. 1

**CITY PROJECT NO. 2009-13 – STORM WATER FACILITY MAINTENANCE PROGRAM
ZONE 2**

Description of Changes:

Quantity adjustments required due to field conditions.

It was not necessary to remove the existing 30" corrugated metal pipe, so that contract pay item was deleted.

The quantity of rip rap needed to properly stabilize the channel exceeded that which was called for in the contract quantities. The quantity was increased accordingly.

Deduction due to deletion of "Remove Existing Corrugated Metal Pipe Sewer" =
 $16\text{LF} \times \$300/\text{LF} = -\4800

Additional cost due to quantity increase of "Random Rip Rap – Class III" =
 $70.5\text{CY} \times \$70/\text{CY} = \4935

Total Cost of Revisions \$135.00

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

ENGINEER'S REPORT OF FINAL ACCEPTANCE

**2009 STORM WATER FACILITY MAINTENANCE PROGRAM
CITY PROJECT NO. 2009-13 – ZONE 2**

November 13, 2009

TO THE CITY COUNCIL
INVER GROVE HEIGHTS, MINNESOTA

HONORABLE MAYOR AND CITY COUNCIL MEMBERS:

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

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

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

ORIGINAL CONTRACT PRICE	\$15,747.90
ADDITION (CHANGE ORDER NO. 1)	\$135.00
FINAL CONTRACT AMOUNT	\$15,882.90
FINAL VALUE OF WORK	\$15,882.90
PREVIOUS PAYMENTS	\$0.00
BALANCE DUE	\$15,882.90

Sincerely,


Thomas J. Kaldunski, P.E.
City Engineer

TJK/kf

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

**RESOLUTION ACCEPTING WORK OF TOTAL CONSTRUCTION, INC. AND AUTHORIZING
FINAL PAYMENT IN THE AMOUNT OF \$15,882.90**

**2009 STORM WATER FACILITY MAINTENANCE PROGRAM
CITY PROJECT NO. 2009-13 – ZONE 2**

RESOLUTION NO. _____

WHEREAS, pursuant to a written contract with the City of Inver Grove Heights dated September 14, 2009, Total Construction, Inc. satisfactorily completed improvements and appurtenances for the 2009 Storm Water Facility Maintenance Program, City Project No. 2009-13 – Zone 2.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS: That the work completed under this contract is hereby accepted and approved, and

BE IT FURTHER RESOLVED: That the Mayor and the City Clerk are hereby directed to issue a proper order for final payment on such contract, taking the contractor's receipt in full.

Adopted by the City Council of Inver Grove Heights this 23rd day of November 2009.

AYES:

NAYS:

George Tourville, Mayor

ATTEST:

Melissa Rheame, Deputy Clerk

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Change Order No. 1, Final Pay Voucher No. 1, Engineer's Final Report and Resolution Accepting Work for City Project No. 2009-14 – Storm Water Facility Maintenance Program Zone 3.

Meeting Date: November 23, 2009
Item Type: Consent
Contact: Thomas J. Kaldunski, 651.450.2572
Prepared by: Thomas J. Kaldunski, City Engineer
Reviewed by: Scott D. Thureen, Public Works Director

DK

SAT *ST*

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 Change Order No. 1, Final Pay Voucher No. 1, Engineer's Final Report, and Resolution Accepting Work of Arcon Construction, Inc. for City Project No. 2009-14 – Storm Water Facility Maintenance Program Zone 3.

SUMMARY

The improvements were included as part of the 2009 Storm Water Facility Maintenance Program. The contract was awarded in an amount of \$15,784.00 to Arcon Construction, Inc. on September 14, 2009.

Change Order No. 1, in the amount of -\$251.94 is for quantity adjustments required due to field conditions.

Engineering recommends approval of Change Order No. 1 in the amount of -\$251.94 (for a revised contract amount of \$15,532.06), approval of Final Pay Voucher No. 1 in the amount of \$15,532.06, Engineer's Final Report and Resolution Accepting Work of Arcon Construction, Inc. for City Project No. 2009-14 – Storm Water Facility Maintenance Program Zone 3.

TJK/kf

Attachment: Change Order No. 1
Pay Voucher No. 1 (Final)
Engineer's Final Report
Resolution

CHANGE ORDER NO. 1

**2009 STORM WATER FACILITY MAINTENANCE PROGRAM
CITY PROJECT NO. 2009-14
ZONE 3**

Owner: City of Inver Grove Heights 8150 Barbara Avenue Inver Grove Heights, MN 55077 Contractor: Arcon Construction 43249 Frontage Rd P.O. Box 159 Harris, MN 55032	Date of Issuance: November 13, 2009 Engineer: City Engineer
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PURPOSE OF CHANGE ORDER

To adjust final quantities to reflect contract work performed in the field.

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIME
Original Contract Price: \$15,784.00	Original Contract Time:
Previous Change Orders \$0.00	Net Change from Previous Change Orders
Contract Price Prior to this Change Order \$15,784.00	Contract Time Prior to this Change Order
Net Increase of this Change Order \$0.00	Net Increase (Decrease) of Change Order (\$251.94)
Contract Price with all Approved Change Orders \$15,532.06	Contract Time with Approved Change
Recommended By:  Nick Hahn, Engineering Technician	Approved By: _____ Arcon Construction, Inc.

Approved By:
Action:

Approved By:

Date of Council


Thomas J. Kaldunski, City Engineer

George Tourville, Mayor

November 23, 2009

CONSTRUCTION PAY VOUCHER

ESTIMATE NO: 1 (Final)
DATE: November 13, 2009
PERIOD ENDING: October 31, 2009
CONTRACT: 2009 Storm Water Facility Maintenance Program
PROJECT NO: 2009-14 – Zone 3

TO: Arcon Construction
43249 Frontage Rd
P.O. Box 159
Harris, MN 55032

Original Contract Amount..... \$15,784.00
Total Addition \$0.00
Total Deduction..... -\$251.94
Total Contract Amount..... \$15,532.06
Total Value of Work to Date..... \$15,532.06
Less Retained (5%) \$0.00
Less Previous Payment \$0.00
Total Approved for Payment this Voucher..... \$15,532.06
Total Payments including this Voucher \$15,532.06

Approvals:

Pursuant to our field observation, I hereby recommend for payment the above stated amount for work performed through October 31, 2009.

Signed by: 
Thomas J. Kaldunski, City Engineer

November 13, 2009

Signed by: _____
Arcon Construction, Inc.

Date

Signed by: _____
George Tourville, Mayor

November 23, 2009

2009 STORM WATER FACILITY MAINTENANCE PROGRAM
 CITY OF INVER GROVE HEIGHTS
 ZONE 3
 CITY PROJECT NO. 2009-14

ITEM NO.	MN/DOT NO.	DESCRIPTION	UNITS	ESTIMATED QUANTITY	QUANTITY TO DATE	UNIT PRICE	TOTAL ESTIMATED COST	CONTRACT COST TO DATE
1	2021.501	MOBILIZATION	LS	1.0	1.0	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00
2	2104.509	REMOVE TRASH GUARD	EA	1.0	1.0	\$ 100.00	\$ 100.00	\$ 100.00
3	2104.509	REMOVE EXISTING 24" RC SURGE BASIN	EA	1.0	1.0	\$ 300.00	\$ 300.00	\$ 300.00
4	2105.501	COMMON EXCAVATION	CY	50.0	50.0	\$ 30.00	\$ 1,500.00	\$ 1,500.00
5	2105.602	HAND EXCAVATION	HR	40.0	20.0	\$ 65.00	\$ 2,600.00	\$ 1,300.00
6	2501.602	24" RC SURGE BASIN	EA	1.0	1.0	\$ 1,590.00	\$ 1,590.00	\$ 1,590.00
7	2501.573	INSTALL FLEX STAKE MARKER POST	EA	3.0	2.0	\$ 100.00	\$ 300.00	\$ 200.00
8	2511.501	RANDOM RIP RAP - CLASS III	CY	25.0	32.0	\$ 146.00	\$ 3,650.00	\$ 4,672.00
9	2511.515	GEOTEXTILE FILTER, TYPE III	SY	20.0	77.3	\$ 2.20	\$ 44.00	\$ 170.06
10	2575.502	SEEDING, MIXTURE 328	LB	10.0	10.0	\$ 20.00	\$ 200.00	\$ 200.00
11	2575.513	MULCH MATERIAL, TYPE III	CY	5.0	5.0	\$ 300.00	\$ 1,500.00	\$ 1,500.00
SUBTOTAL:							\$ 15,784.00	\$ 15,532.06

ORIGINAL CONTRACT AMOUNT: \$ 15,784.00

CHANGE ORDER 1:	ADDITION	\$ -
	DEDUCTION	\$ (251.94)
	NET CONTRACT CHANGE	\$ (251.94)

CONTRACT AMOUNT WITH CHANGE ORDER: \$ 15,532.06

CONTRACT WORK COMPLETED TO DATE:	\$ 15,532.06
RETAINAGE (0%):	\$ -
PREVIOUS PAYMENTS:	\$ -
PAYMENT #1 FINAL TOTAL:	\$ 15,532.06

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

ENGINEER'S REPORT OF FINAL ACCEPTANCE

**2009 STORM WATER FACILITY MAINTENANCE PROGRAM
CITY PROJECT NO. 2009-14 – ZONE 3**

November 13, 2009

TO THE CITY COUNCIL
INVER GROVE HEIGHTS, MINNESOTA

HONORABLE MAYOR AND CITY COUNCIL MEMBERS:

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

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

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

ORIGINAL CONTRACT PRICE	\$15,784.00
DEDUCTION (CHANGE ORDER NO. 1)	-\$251.94
FINAL CONTRACT AMOUNT	\$15,532.06
FINAL VALUE OF WORK	\$15,532.06
PREVIOUS PAYMENTS	\$0.00
BALANCE DUE	\$15,532.06

Sincerely,



Thomas J. Kaldunski, P.E.
City Engineer

TJK/kf

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

**RESOLUTION ACCEPTING WORK OF ARCON CONSTRUCTION, INC. AND AUTHORIZING
FINAL PAYMENT IN THE AMOUNT OF \$15,532.06**

**2009 STORM WATER FACILITY MAINTENANCE PROGRAM
CITY PROJECT NO. 2009-14 – ZONE 3**

RESOLUTION NO. _____

WHEREAS, pursuant to a written contract with the City of Inver Grove Heights dated September 14, 2009, Arcon Construction, Inc. satisfactorily completed improvements and appurtenances for the 2009 Storm Water Facility Maintenance Program, City Project No. 2009-14 – Zone 3.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS: That the work completed under this contract is hereby accepted and approved, and

BE IT FURTHER RESOLVED: That the Mayor and the City Clerk are hereby directed to issue a proper order for final payment on such contract, taking the contractor's receipt in full.

Adopted by the City Council of Inver Grove Heights this 23rd day of November 2009.

AYES:

NAYS:

George Tourville, Mayor

ATTEST:

Melissa Rheume, Deputy Clerk

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Change Order No. 1, Pay Voucher No. 1 for City Project No. 2009-15 – Storm Water Facility Maintenance Program Zone 4

Meeting Date: November 23, 2009
 Item Type: Consent
 Contact: Thomas J. Kaldunski, 651.450.2572
 Prepared by: Thomas J. Kaldunski, City Engineer
 Reviewed by: Scott D. Thureen, Public Works Director

TJK

SDT *ST*

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 Change Order No. 1, Pay Voucher No. 1 to Total Repair, Inc. for City Project No. 2009-15 – Storm Water Facility Maintenance Program Zone 4.

SUMMARY

The improvements were included as part of the 2009 Storm Water Facility Maintenance Program. The contract was awarded in an amount of \$13,589.43 to Total Repair, Inc. on September 14, 2009.

Change Order No. 1, in the amount of \$1,208.00, is for additional maintenance and restoration. This amount will be funded by the project contingency fund.

Engineering recommends approval of Change Order No. 1 in the amount of \$1,208.00 (for a revised contract amount of \$14,797.43), approval of Pay Voucher No. 1 in the amount of \$8,313.53 to Total Repair, Inc. for City Project No. 2009-15 – Storm Water Facility Maintenance Program Zone 4.

TJK/kf
 Attachment: Change Order No. 1
 Pay Voucher No. 1

CHANGE ORDER NO. 1

City Project # 2009-15
2009 Storm Water Facility Maintenance Program-ZONE 4

<p>Owner: City of Inver Grove Heights 8150 Barbara Avenue Inver Grove Heights, MN 55077</p> <p>Contractor: Total Repair, Inc. 3401 Highway 55 St. Paul, MN 55121-1510</p>	<p>Date of Issuance: November 1, 2009</p>
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You are directed to make the following changes in the Contract Documents:

Purpose of Change Order:

The contract has been modified to include the following:

See attached sheet

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIME
Original Contract Price: \$ 13,589.43	Original Contract Time:
Previous Change Orders \$ 0.00	Net Change from Previous Change Orders
Contract Price Prior to this Change Order \$ 13,589.43	Contract Time Prior to this Change Order
Net Increase of this Change Order \$ 1,208.00	Net Increase (Decrease) of Change Order
Contract Price with all Approved Change Orders \$ 14,797.43	Contract Time with Approved Change Orders
Recommended	Approved
By:  Mike Edwards, Senior Engineering Technician	By: _____ Total Repair, Inc.

Approved By:

Approved By:

Date of Council Action


Tom Kaldanski, City Engineer

George Tourville, Mayor

November 23, 2009

Attachment to Change Order Number 1
City Project 2009-15

Contractor: Total Repair, Inc.
3401 Highway 55
St. Paul, MN 55121-1510

City Project # 2009-15
2009 Storm Water Facility Maintenance Program-ZONE 4

Description of Changes:

1. City requested the following modifications, additional maintenance and restoration be done.

<u>Item Description</u>	<u>Unit</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Total</u>
Modified existing trash guards	EA	3	\$90.00	\$270.00
Erosion Control Blanket	SY	250	\$1.50	\$375.00
Straw Mulch	SY	200	\$0.70	\$140.00
Flushed Storm Line	LS	1	\$450.00	<u>\$423.81</u>
			Sub total	\$1,208.00

Total increase for Change Order 1 = \$1,208.00

Payment 1

10/30/2009

**City Project # 2009-15
2009 Storm Water Facility Maintenance Program- ZONE 4**

Contractor: **Total Repair, Inc.
3401 Highway 55
St. Paul, MN 55121-1510**

Item No.	Mn/DOT No.	Item Description	Unit	Contract Quantity	Quantity to Date	Contract Unit Price	Total Estimated Cost	Contract Cost to Date
1	2021.501	Mobilization	EA	1	1	\$ 1,823.00	\$ 1,823.00	\$ 1,823.00
2	2104.509	Remove Trash Guard	EA	4	3	\$ 20.00	\$ 80.00	\$ 60.00
3	2105.501	Common Excavation	CY	50	54	\$ 28.80	\$ 1,440.00	\$ 1,555.20
4	2105.602	Hand Excavation	HR	20	25	\$ 40.00	\$ 800.00	\$ 1,000.00
5	2501.573	Install 48" Iowa Trash guard	EA	1		\$ 1,012.05	\$ 1,012.05	\$ -
6	2501.573	Install 24" Iowa Trash Guard	EA	2		\$ 323.10	\$ 646.20	\$ -
7	2501.573	Install Flexstake Marking Post	EA	4	4	\$ 30.37	\$ 121.48	\$ 121.48
8	2511.501	Random Rip Rap- ClassIII	CY	70	44	\$ 34.43	\$ 2,410.10	\$ 1,514.92
9	2511.515	Geotextile Filter, Type III	SY	70	116	\$ 1.38	\$ 96.60	\$ 160.08
10	2575.505	Sod, Type Lawn	SY	400	0	\$ 3.45	\$ 1,380.00	\$ -
11	2575.602	Terraseeding, Seed Mixture 328	SY	1000	932	\$ 2.70	\$ 2,700.00	\$ 2,516.40
12	2575.602	Terraseeding, Seed Mixture 270	SY	400	-	\$ 2.70	\$ 1,080.00	\$ -

Original Contract Amount	\$ 13,589.43	
Change Order #1	\$ 1,208.00	
Revised Contract Amount	\$ 14,797.43	
Contract Work Completed to Date		\$8,751.08
Retainage (5%)		\$437.55
Amount Due This Payment #1		\$8,313.53

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Change Order No. 1, Final Pay Voucher No. 1, Engineer's Final Report and Resolution Accepting Work for City Project No. 2009-16 – Storm Water Facility Maintenance Program Zone 5

Meeting Date: November 23, 2009
Item Type: Consent
Contact: Thomas J. Kaldunski, 651.450.2572
Prepared by: Thomas J. Kaldunski, City Engineer
Reviewed by: Scott D. Thureen, Public Works Director

SAT *ST*

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 Change Order No. 1, Final Pay Voucher No. 1, Engineer's Final Report, and Resolution Accepting Work of Arcon Construction, Inc. for City Project No. 2009-16 – Storm Water Facility Maintenance Program Zone 5.

SUMMARY

The improvements were included as part of the 2009 Storm Water Facility Maintenance Program. The contract was awarded in an amount of \$25,469.00 to Arcon Construction, Inc. on September 14, 2009.

Change Order No. 1, in the amount of \$5,875.66 is for quantity adjustments required due to field conditions. The Change Order will be financed from the Street Maintenance account.

Engineering recommends approval of Change Order No. 1 in the amount of \$5,875.66 (for a revised contract amount of \$31,344.66), approval of Final Pay Voucher No. 1 in the amount of \$31,344.66, Engineer's Final Report and Resolution Accepting Work of Arcon Construction, Inc. for City Project No. 2009-16 – Storm Water Facility Maintenance Program Zone 5.

TJK/kf

Attachment: Change Order No. 1
Pay Voucher No. 1 (Final)
Engineer's Final Report
Resolution

CHANGE ORDER NO. 1

**2009 STORM WATER FACILITY MAINTENANCE PROGRAM
CITY PROJECT NO. 2009-16
ZONE 5**

Owner: City of Inver Grove Heights 8150 Barbara Avenue Inver Grove Heights, MN 55077	Date of Issuance: November 13, 2009
Contractor: Arcon Construction 43249 Frontage Rd P.O. Box 159 Harris, MN 55032	Engineer: City Engineer

PURPOSE OF CHANGE ORDER

To adjust final quantities to reflect contract work performed in the field.

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIME
Original Contract Price: \$25,469.00	Original Contract Time:
Previous Change Orders \$0.00	Net Change from Previous Change Orders
Contract Price Prior to this Change Order \$25,469.00	Contract Time Prior to this Change Order
Net Increase of this Change Order \$5,875.66	Net Increase (Decrease) of Change Order
Contract Price with all Approved Change Orders \$31,344.66	Contract Time with Approved Change
Recommended By:  Nick Hahn, Engineering Technician	Approved By: _____ Arcon Construction, Inc.

Approved By:
Action:

Approved By:

Date of Council


Thomas J. Kaldunski, City Engineer

George Tourville, Mayor

November 23, 2009

2009 STORM WATER FACILITY MAINTENANCE PROGRAM
 CITY OF INVER GROVE HEIGHTS
 ZONE 5
 CITY PROJECT NO. 2009-16

ITEM NO.	MN/DOT NO.	DESCRIPTION	UNITS	ESTIMATED QUANTITY	QUANTITY TO DATE	UNIT PRICE	TOTAL ESTIMATED COST	CONTRACT COST TO DATE
1	2021.501	MOBILIZATION	LS	1.0	1.0	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00
2	2104.509	REMOVE TRASH GUARD	EA	2.0	2.0	\$ 100.00	\$ 200.00	\$ 200.00
3	2105.501	COMMON EXCAVATION	CY	150.0	252.0	\$ 30.00	\$ 4,500.00	\$ 7,560.00
4	2105.523	COMMON BORROW (CV)	CY	10.0	10.0	\$ 30.00	\$ 300.00	\$ 300.00
5	2105.602	HAND EXCAVATION	HR	10.0	10.0	\$ 65.00	\$ 650.00	\$ 650.00
6	2501.573	INSTALL FLEX STAKE MARKER POST	EA	3.0	2.0	\$ 100.00	\$ 300.00	\$ 200.00
7	2506.602	CONSTRUCT 48" POND SKIMMER WITH TRASHRACK	EA	1.0	1.0	\$ 3,795.00	\$ 3,795.00	\$ 3,795.00
8	2511.501	RANDOM RIP RAP - CLASS III	CY	60.0	62.6	\$ 146.00	\$ 8,760.00	\$ 9,139.60
9	2511.515	GEOTEXTILE FILTER, TYPE III	SY	20.0	127.3	\$ 2.20	\$ 44.00	\$ 280.06
10	2575.602	TERRASEEDING SEED MIXTURE 325	SY	400.0	1400.0	\$ 2.30	\$ 920.00	\$ 3,220.00
SUBTOTAL:							\$ 25,469.00	\$ 31,344.66

ORIGINAL CONTRACT AMOUNT: \$ 25,469.00

CHANGE ORDER 1:	ADDITION	\$ 5,875.66
	DEDUCTION	\$ -
	NET CONTRACT CHANGE	\$ 5,875.66

CONTRACT AMOUNT WITH CHANGE ORDER: \$ 31,344.66

CONTRACT WORK COMPLETED TO DATE:	\$ 31,344.66
RETAINAGE (0%):	\$ -
PREVIOUS PAYMENTS:	\$ -
PAYMENT #1 FINAL TOTAL:	\$ 31,344.66

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

ENGINEER'S REPORT OF FINAL ACCEPTANCE

**2009 STORM WATER FACILITY MAINTENANCE PROGRAM
CITY PROJECT NO. 2009-16 – ZONE 5**

November 13, 2009

TO THE CITY COUNCIL
INVER GROVE HEIGHTS, MINNESOTA

HONORABLE MAYOR AND CITY COUNCIL MEMBERS:

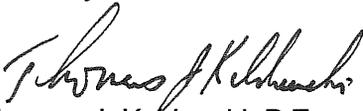
This is to advise you that I have reviewed the work under contract to Arcon Construction, Inc. The work consisted of storm water facility maintenance within the City of Inver Grove Heights.

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

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

ORIGINAL CONTRACT PRICE	\$25,469.00
ADDITION (CHANGE ORDER NO. 1)	\$5,875.66
FINAL CONTRACT AMOUNT	\$31,344.66
FINAL VALUE OF WORK	\$31,344.66
PREVIOUS PAYMENTS	\$0.00
BALANCE DUE	\$31,344.66

Sincerely,



Thomas J. Kaldunski, P.E.
City Engineer

TJK/kf

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

**RESOLUTION ACCEPTING WORK OF ARCON CONSTRUCTION, INC. AND AUTHORIZING
FINAL PAYMENT IN THE AMOUNT OF \$31,344.66**

**2009 STORM WATER FACILITY MAINTENANCE PROGRAM
CITY PROJECT NO. 2009-16 – ZONE 5**

RESOLUTION NO. _____

WHEREAS, pursuant to a written contract with the City of Inver Grove Heights dated September 14, 2009, Arcon Construction, Inc. satisfactorily completed improvements and appurtenances for the 2009 Storm Water Facility Maintenance Program, City Project No. 2009-16 – Zone 5.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS: That the work completed under this contract is hereby accepted and approved, and

BE IT FURTHER RESOLVED: That the Mayor and the City Clerk are hereby directed to issue a proper order for final payment on such contract, taking the contractor's receipt in full.

Adopted by the City Council of Inver Grove Heights this 23rd day of November 2009.

AYES:

NAYS:

George Tourville, Mayor

ATTEST:

Melissa Rheaume, Deputy Clerk

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Final Compensating Change Order No. 1, Final Pay Voucher No. 1, Engineer's Final Report and Resolution Accepting Work for City Project No. 2009-17 – Storm Water Facility Maintenance Program Zone 6

Meeting Date: November 23, 2009
 Item Type: Consent
 Contact: Thomas J. Kaldunski, 651.450.2572
 Prepared by: Thomas J. Kaldunski, City Engineer *TJK*
 Reviewed by: Scott D. Thureen, Public Works Director *SST*

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: Pavement Management Fund

PURPOSE/ACTION REQUESTED

Consider Final Compensating Change Order No. 1, Final Pay Voucher No. 1, Engineer's Final Report, and Resolution Accepting Work of Total Repair, Inc. for City Project No. 2009-17 – Storm Water Facility Maintenance Program Zone 6.

SUMMARY

The improvements were included as part of the 2009 Storm Water Facility Maintenance Program. The contract was awarded in an amount of \$8,863.71 to Total Repair, Inc. on September 14, 2009.

Final Compensating Change Order No. 1, in the amount of (\$3,713.08) is for quantity adjustments required due to field conditions.

Engineering recommends approval of Final Compensating Change Order No. 1 in the amount of (\$3,713.08), (for a revised contract amount of \$5,150.63), approval of Final Pay Voucher No. 1 in the amount of \$5,150.63, Engineer's Final Report and Resolution Accepting Work of Total Repair, Inc. for City Project No. 2009-17 – Storm Water Facility Maintenance Program Zone 6.

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

**FINAL COMPENSATING
CHANGE ORDER NO. 1**

City Project # 2009-17
2009 Storm Water Facility Maintenance Program-ZONE 6

<p>Owner: City of Inver Grove Heights 8150 Barbara Avenue Inver Grove Heights, MN 55077</p> <p>Contractor: Total Repair, Inc. 3401 Highway 55 St. Paul, MN 55121-1510</p>	<p>Date of Issuance: November 1, 2009</p>
---	---

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

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

See attached sheet

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIME
Original Contract Price: \$ 8,863.71	Original Contract Time:
Previous Change Orders \$ 0.00	Net Change from Previous Change Orders
Contract Price Prior to this Change Order \$ 8,863.71	Contract Time Prior to this Change Order
Net Decrease of this Change Order \$ 3,713.08	Net Increase (Decrease) of Change Order
Contract Price with all Approved Change Orders \$ 5,150.63	Contract Time with Approved Change Orders
Recommended By:  Mike Edwards, Senior Engineering Technician	Approved By: _____ Total Repair, Inc.

Approved By:

Approved By:

Date of Council Action


Tom Kaldunski, City Engineer

George Tourville, Mayor

November 23, 2009

Attachment to Change Order Number 1
City Project 2009-17

Contractor: Total Repair, Inc.
3401 Highway 55
St. Paul, MN 55121-1510

City Project # 2009-17
2009 Storm Water Facility Maintenance Program-ZONE 6

Description of Changes:

1. Final compensating amount to balance value of work completed and total payments made to Contractor. Accounts for miscellaneous increases and decreases in contract quantities listed in Final Payment Voucher form. The amount is calculated as follows:

Original contract Cost	\$ 8,863.71
Total Value of work completed to date	\$ 5,150.63
Compensating Amount	-\$ 3,713.08

Total of Change Order # 1 - \$ 3,713.08

**City Project # 2009-17
2009 Storm Water Facility Maintenance Program- ZONE 6**

Contractor: **Total Repair, Inc.
3401 Highway 55
St. Paul, MN 55121-1510**

Item No.	Mn/DOT No.	Item Description	Unit	Contract Quantity	Quantity to Date	Contract Unit Price	Total Estimated Cost	Contract Cost to Date
1	2021.501	Mobilization	EA	1	1	\$ 1,352.00	\$ 1,352.00	\$ 1,352.00
2	2105.501	Common Excavation	CY	90	56	\$ 28.80	\$ 2,592.00	\$ 1,612.80
3	2105.602	Hand Excavation	HR	40	18	\$ 40.00	\$ 1,600.00	\$ 720.00
4	2501.573	Install Flexstake Marking Post	EA	3	3	\$ 30.37	\$ 91.11	\$ 91.11
5	2511.501	Random Rip Rap- ClassIII	CY	60	24	\$ 34.43	\$ 2,065.80	\$ 826.32
6	2511.515	Geotextile Filter, Type III	SY	60	100	\$ 1.38	\$ 82.80	\$ 138.00
7	2575.602	Terraseeding, Seed Mixture 328	SY	400	152	\$ 2.70	\$ 1,080.00	\$ 410.40

Original Contract Amount	\$ 8,863.71	
Contract Work Completed to Date		\$5,150.63
Change Order #1	\$ (3,713.08)	
Revised Contract Amount	\$ 5,150.63	
Retainage (0%)		\$0.00
Amount Due This Final Payment		\$5,150.63

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

ENGINEER'S REPORT OF FINAL ACCEPTANCE

**2009 STORM WATER FACILITY MAINTENANCE PROGRAM
CITY PROJECT NO. 2009-17 – ZONE 6**

November 16, 2009

TO THE CITY COUNCIL
INVER GROVE HEIGHTS, MINNESOTA

HONORABLE MAYOR AND CITY COUNCIL MEMBERS:

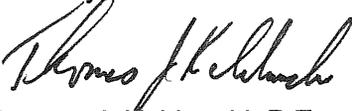
This is to advise you that I have reviewed the work under contract to Total Repair, Inc. The work consisted of storm water facility maintenance within the City of Inver Grove Heights.

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

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

ORIGINAL CONTRACT PRICE	\$8,863.71
DEDUCTION (CHANGE ORDER NO. 1)	(\$3,713.08)
FINAL CONTRACT AMOUNT	\$5,150.63
FINAL VALUE OF WORK	\$5,150.63
PREVIOUS PAYMENTS	\$0.00
BALANCE DUE	\$5,150.63

Sincerely,



Thomas J. Kaldunski, P.E.
City Engineer

TJK/kf

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

**RESOLUTION ACCEPTING WORK OF TOTAL REPAIR, INC. AND AUTHORIZING FINAL
PAYMENT IN THE AMOUNT OF \$5,150.63**

**2009 STORM WATER FACILITY MAINTENANCE PROGRAM
CITY PROJECT NO. 2009-17- ZONE 6**

RESOLUTION NO. _____

WHEREAS, pursuant to a written contract with the City of Inver Grove Heights dated September 14, 2009, Total Repair, Inc. satisfactorily completed improvements and appurtenances for the 2009 Storm Water Facility Maintenance Program, City Project No. 2009-17 – Zone 6.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS: That the work completed under this contract is hereby accepted and approved, and

BE IT FURTHER RESOLVED: That the Mayor and the City Clerk are hereby directed to issue a proper order for final payment on such contract, taking the contractor's receipt in full.

Adopted by the City Council of Inver Grove Heights this 23rd day of November 2009.

AYES:

NAYS:

George Tourville, Mayor

ATTEST:

Melissa Rheahme, Deputy Clerk

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Final Compensating Change Order No. 1, Final Pay Voucher No. 1, Engineer's Final Report and Resolution Accepting Work for City Project No. 2009-18 – Storm Water Facility Maintenance Program Zone 7

Meeting Date: November 23, 2009
 Item Type: Consent
 Contact: Thomas J. Kaldunski, 651.450.2572
 Prepared by: Thomas J. Kaldunski, City Engineer
 Reviewed by: Scott D. Thureen, Public Works Director

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: Pavement Management Fund

PURPOSE/ACTION REQUESTED

Consider Final Compensating Change Order No. 1, Final Pay Voucher No. 1, Engineer's Final Report, and Resolution Accepting Work of Total Repair, Inc. for City Project No. 2009-18 – Storm Water Facility Maintenance Program Zone 7.

SUMMARY

The improvements were included as part of the 2009 Storm Water Facility Maintenance Program. The contract was awarded in an amount of \$7,216.34 to Total Repair, Inc. on September 14, 2009.

Final Compensating Change Order No. 1, in the amount of (\$2,831.10) is for quantity adjustments required due to field conditions.

Engineering recommends approval of Final Compensating Change Order No. 1 in the amount of (\$2,831.10), (for a revised contract amount of \$4,385.24), approval of Final Pay Voucher No. 1 in the amount of \$4,385.24, Engineer's Final Report and Resolution Accepting Work of Total Repair, Inc. for City Project No. 2009-18 – Storm Water Facility Maintenance Program Zone 7.

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

FINAL COMPENSATING CHANGE ORDER NO. 1

City Project # 2009-18

2009 Storm Water Facility Maintenance Program-ZONE 7

Owner: City of Inver Grove Heights 8150 Barbara Avenue Inver Grove Heights, MN 55077 Contractor: Total Repair, Inc. 3401 Highway 55 St. Paul, MN 55121-1510	Date of Issuance: November 1, 2009
--	------------------------------------

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

Purpose of Change Order:

The contract has been modified to include the following:

See attached sheet

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIME
Original Contract Price: \$ 7,216.34	Original Contract Time:
Previous Change Orders \$ 0.00	Net Change from Previous Change Orders
Contract Price Prior to this Change Order \$ 7,216.34	Contract Time Prior to this Change Order
Net Decrease of this Change Order \$ 2,831.10	Net Increase (Decrease) of Change Order
Contract Price with all Approved Change Orders \$ 4,385.24	Contract Time with Approved Change Orders
Recommended	Approved
By: _____ Mike Edwards, Senior Engineering Technician	By: _____ Total Repair, Inc.

Approved By:

Approved By:

Date of Council Action

SAT For Tom Kaldunski
Tom Kaldunski, City Engineer

George Tourville, Mayor

November 23, 2009

Attachment to Final Compensating Change Order Number 1
City Project 2009-18

Contractor: Total Repair, Inc.
3401 Highway 55
St. Paul, MN 55121-1510

City Project # 2009-18
2009 Storm Water Facility Maintenance Program-ZONE 7

Description of Changes:

1. Final compensating amount to balance value of work completed and total payments made to Contractor. Accounts for miscellaneous increases and decreases in contract quantities listed in Final Payment Voucher form. The amount is calculated as follows:

Original contract Cost	\$ 7,216.34
Total Value of work completed to date	\$ 4,385.24
Compensating Amount	-\$ 2,831.10

Total of Change Order # 1 - \$ 2,831.10

CONSTRUCTION PAY VOUCHER

ESTIMATE NO: 1 (Final)
DATE: November 16, 2009
PERIOD ENDING: October 31, 2009
CONTRACT: 2009 Storm Water Facility Maintenance Program
PROJECT NO: 2009-18 – Zone 7

TO: Total Repair, Inc.
3401 Highway 55
St. Paul, MN 55121-1510

Original Contract Amount..... \$7,216.34
Total Addition \$0.00
Total Deduction..... \$2,831.10
Total Contract Amount..... \$4,385.24
Total Value of Work to Date \$4,385.24
Less Retained (0%) \$0.00
Less Previous Payment \$0.00
Total Approved for Payment this Voucher..... \$4,385.24
Total Payments including this Voucher \$4,385.24

Approvals:

Pursuant to our field observation, I hereby recommend for payment the above stated amount for work performed through October 31, 2009.

Signed by: SAT Sr TOM KALDUNSKI November 17, 2009
Thomas J. Kaldunski, City Engineer

Signed by: _____
Total Repair, Inc. Date

Signed by: _____
George Tourville, Mayor November 23, 2009

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

ENGINEER'S REPORT OF FINAL ACCEPTANCE

**2009 STORM WATER FACILITY MAINTENANCE PROGRAM
CITY PROJECT NO. 2009-18 – ZONE 7**

November 16, 2009

TO THE CITY COUNCIL
INVER GROVE HEIGHTS, MINNESOTA

HONORABLE MAYOR AND CITY COUNCIL MEMBERS:

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

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

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

ORIGINAL CONTRACT PRICE	\$7,216.34
DEDUCTION (CHANGE ORDER NO. 1)	(\$2,831.10)
FINAL CONTRACT AMOUNT	\$4,385.24
FINAL VALUE OF WORK	\$4,385.24
PREVIOUS PAYMENTS	\$0.00
BALANCE DUE	\$4,385.24

Sincerely,

SAT For Tom Kaldunski
Thomas J. Kaldunski, P.E.
City Engineer

TJK/kf

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

**RESOLUTION ACCEPTING WORK OF TOTAL REPAIR, INC. AND AUTHORIZING FINAL
PAYMENT IN THE AMOUNT OF \$4,385.24**

**2009 STORM WATER FACILITY MAINTENANCE PROGRAM
CITY PROJECT NO. 2009-18– ZONE 7**

RESOLUTION NO. _____

WHEREAS, pursuant to a written contract with the City of Inver Grove Heights dated September 14, 2009, Total Repair, Inc. satisfactorily completed improvements and appurtenances for the 2009 Storm Water Facility Maintenance Program, City Project No. 2009-18 – Zone 7.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS: That the work completed under this contract is hereby accepted and approved, and

BE IT FURTHER RESOLVED: That the Mayor and the City Clerk are hereby directed to issue a proper order for final payment on such contract, taking the contractor's receipt in full.

Adopted by the City Council of Inver Grove Heights this 23rd day of November 2009.

AYES:

NAYS:

George Tourville, Mayor

ATTEST:

Melissa Rheäume, Deputy Clerk

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Change Order Nos. 8, 9 and Pay Voucher No. 2 for City Project No. 2009-01 – Trunk Highway 3/80th (CR 28) Street Intersection Improvements

Meeting Date: November 23, 2009
Item Type: Consent
Contact: Thomas J. Kaldunski, 651.450.2572
Prepared by: Thomas J. Kaldunski, City Engineer
Reviewed by: Scott D. Thureen, Public Works Director *SST OS*

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: Project Fund

PURPOSE/ACTION REQUESTED

Consider Change Order Nos. 8, 9 and Pay Voucher No. 2 for City Project No. 2009-01 – Trunk Highway 3/80th (CR 28) Street Intersection Improvements.

SUMMARY

City Council awarded a contract on July 28, 2008 to Enebak Construction Company in the amount \$869,859.71.

Change Order No. 8 is for raising the sanitary sewer and conduit, power connections and extensions. Change Order No. 9 is for paving incentives. The specifications required by Mn/DOT, Section 2360.6 require minimum pavement density of 93%. Incentives are provided if the pavement density exceeds the minimum required. Core samples taken by American Engineering Testing support the payment of the incentives because the contractor has provided a bituminous surface that will perform above the minimum allowance. Both change orders will be funded by the project contingency fund.

WSB & Associates Inc. and I recommend approval of Change Order Nos. 8, 9 in the amount of \$11,208.15 and \$892.55, respectively, (for a revised contract amount of \$899,046.66), and Pay Voucher No. 2 in the amount of \$547,919.24 for City Project No. 2009-01 – Trunk Highway 3/80th (CR 28) Street Intersection Improvements.

TJK/kf
Attachments: Change Order Nos. 8 and 9
Pay Voucher No. 2

City/County of Inver Grove Heights, MN

Change Order No. 8

FEDERAL PROJECT NO.	STATE PROJECT NO. S.A.P. No. 178-010-008	LOCAL PROJECT NO. 2009-01	CONTRACT NO.	
CONTRACTOR NAME Enebak Construction Co.	ADDRESS PO Box 458	CITY Northfield	STATE MN	ZIP 55057
LOCATION OF WORK: TH 3/CR 28 Roundabout		TOTAL CHANGE ORDER AMOUNT \$11,208.15		

In accordance with the terms of this Contract, you are hereby authorized and instructed to perform the work as altered by the following provisions.

COST BREAKDOWN

<u>Group/ *Fund Cat.</u>	<u>Item No.</u>	<u>Description</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Quantity</u>	<u>Amount</u>
		Raise Sanitary Sewer	Lump Sum	\$2,510.73	1	\$2,510.73
		Conduit Extensions	Lump Sum	\$1,499.40	1	\$1,499.10
		Xcel Power Connection	Lump Sum	\$7,198.32	1	\$7,198.32
Total						\$11,208.15

*Group/Funding category is required for federal projects.

CHANGE IN CONTRACT TIME (check one)
Due to this change, the Contract Time:

a. Is Increased ___ Working Days b. Is Not Changed
by

Is Decreased ___ Working Days
by

Is Increased ___ Calendar Days c. May be revised if work affected the
by controlling operation

Is Decreased ___ Calendar Days
by

Approved by Project Engineer: 	Approved by Contractor: 
Print Name: Jupe Hale, PE WSB & Associates, Inc.	Print Name: James Dockstader Enebak Construction Company
Date: 9/3/09 Phone: 763-287-8311	Date: 8/18/09 Phone: 612-333-1307

Original to Project Engineer; Copy to Contractor

Once contract has been fully executed, forward a copy to DSAE for funding review:

STATE AID FOR LOCAL TRANSPORTATION
CHANGE ORDER

May 2008

Page 2 of 2

The State of Minnesota is not a participant in this contract, signing by the District State Aid Engineer is for FUNDING PURPOSES ONLY. Reviewed for compliance with State and Federal Aid Rules/Policy. Eligibility does not guarantee funds will be available.

This project is eligible for: Federal Funding State Aid Funding Local funds

District State Aid Engineer: _____ Date: _____

STATE AID FOR LOCAL TRANSPORTATION
CHANGE ORDER

May 2008

Page 1 of 1

City/County of Inver Grove Heights, MN

Change Order No. 9

FEDERAL PROJECT NO.	STATE PROJECT NO. S.A.P. No. 178-010-008	LOCAL PROJECT NO. 2009-01	CONTRACT NO.	
CONTRACTOR NAME Enebak Construction Co.	ADDRESS PO Box 458	CITY Northfield	STATE MN	ZIP 55057
LOCATION OF WORK: TH 3/CR 28 Roundabout		TOTAL CHANGE ORDER AMOUNT \$892.55		

In accordance with the terms of this Contract, you are hereby authorized and instructed to perform the work as altered by the following provisions.

COST BREAKDOWN

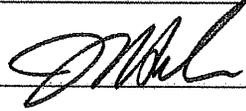
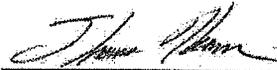
<u>Group/</u>	<u>*Fund Cat.</u>	<u>Item No.</u>	<u>Description</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Quantity</u>	<u>Amount</u>
			Paving Incentive	Lump Sum	\$892.55	1	\$892.55
Total							\$892.55

*Group/Funding category is required for federal projects.

CHANGE IN CONTRACT TIME (check one)
Due to this change, the Contract Time:

a. Is Increased ___ Working Days by
 Is Decreased ___ Working Days by
 Is Increased ___ Calendar Days by
 Is Decreased ___ Calendar Days by

b. Is Not Changed
c. May be revised if work affected the controlling operation

Approved by Project Engineer: 	Approved by Contractor: 
Print Name: Jupe Hale, PE WSB & Associates, Inc.	Print Name: Tom Hanson Enebak Construction Company
Date: 9/3/09 Phone: 763-287-8311	Date: 8/18/09 Phone: 612-333-1307

Original to Project Engineer; Copy to Contractor

Once contract has been fully executed, forward a copy to DSAE for funding review:

The State of Minnesota is not a participant in this contract, signing by the District State Aid Engineer is for FUNDING PURPOSES ONLY. Reviewed for compliance with State and Federal Aid Rules/Policy. Eligibility does not guarantee funds will be available.

This project is eligible for: ___ Federal Funding ___ State Aid Funding ___ Local funds

District State Aid Engineer: _____ Date: _____

CONSTRUCTION PAY VOUCHER

ESTIMATE NO: 2 (Two)
DATE: November 16, 2009
PERIOD ENDING: October 31, 2009
CONTRACT: 2009-01 – TH 3/CR 28 Roundabout
PROJECT NO: 2009-01

TO: Enebak Construction
32825 Northfield Boulevard
Northfield, MN 55057

Original Contract Amount.....\$869,859.71
Total Addition (Change Order Nos. 1, 2, 3, 4, 5, 6, 7, 8, 9)\$29,186.95
Total Deduction..... \$0.00
Total Contract Amount.....\$899,046.66
Total Value of Work to Date.....\$899,046.66
Less Retained (5%).....\$44,952.33
Less Previous Payment.....\$306,175.09
Total Approved for Payment this Voucher.....\$547,919.24
Total Payments including this Voucher\$854,094.33

Approvals:

Pursuant to our field observation, I hereby recommend for payment the above stated amount for work performed through October 31, 2009.

Signed by: SAT for Tom Kaldunski
Thomas J. Kaldunski, City Engineer

November 17, 2009

Signed by: _____
Total Construction, Inc.

Date

Signed by: _____
George Tourville, Mayor

November 23, 2009

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Pay Voucher No. 5 for City Project No. 2009-09D – South Grove Urban Street Reconstruction – Area 4

Meeting Date: November 23, 2009
 Item Type: Consent
 Contact: Thomas J. Kaldunski, 651.450.2572 *TJK*
 Prepared by: Thomas J. Kaldunski, City Engineer
 Reviewed by: Scott D. Thureen, Public Works Director *SAT*

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

PURPOSE/ACTION REQUESTED

Consider Pay Voucher No. 4 for City Project No. 2009-09D – South Grove Urban Street Reconstruction – Area 4.

SUMMARY

The improvements were ordered as part of the 2009 Pavement Management Program. The contract was awarded in the amount of \$2,380,629.24 to Arcon Construction Co., Inc., on May 11, 2009 for City Project No. 2009-09D South Grove Urban Street Reconstruction, Area 4.

The contractor has completed the work through October 31, 2009 in accordance with the contract plans and specifications. A five (5) percent retainage will be maintained until the project is completed.

I recommend approval of Payment Voucher No. 4 in the amount of \$160,316.85 for work on City Project No. 2009-09D – South Grove Urban Street Reconstruction Area 4.

TJK/kf
 Attachments: Pay Voucher No. 5

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Change Order No. 1 and Pay Voucher No. 2 for City Project No. 2008-11 Southern Sanitary Sewer System, East Segment

Meeting Date: November 23, 2009
 Item Type: Consent
 Contact: Thomas J. Kaldunski, 651.450.2572
 Prepared by: Thomas J. Kaldunski, City Engineer
 Reviewed by: Scott D. Thureen, Public Works Director

TJK
 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"/>	Special Assessments, Sewer Connection Fund, Closed Bond Fund

PURPOSE/ACTION REQUESTED

Consider Change Order No. 1 and Pay Voucher No. 2 for City Project No. 2008-11 Southern Sanitary Sewer System, East Segment.

SUMMARY

The contract was awarded in an amount of \$398,322.50 to Hennen Construction Company on April 29, 2009 for the project identified above.

The contractor has completed the work through October 31, 2009 in accordance with the contract plans and specifications. A 5% retainage will be maintained until the project is completed.

Change Order No. 1 includes all changes to the contract quantities and bid prices associated changes in sanitary sewer installation methods.

Public Works/Engineering recommends approval of Change Order No. 1 in the amount of (\$3,135.00), (for a revised contract amount of \$395,187.50) and Pay Voucher No. 2 in the amount of \$254,859.49 to Hennen Construction Company for work on City Project No. 2008-11 – Southern Sanitary Sewer System, East Segment

TJK/kf
 Attachment: Pay Voucher No. 2



**CHANGE ORDER
CITY OF INVER GROVE HEIGHTS**

PROJECT NAME: Southern Sanitary Sewer East Segment Improvements
PROJECT NO: City Project 2008-11
CONTRACTOR: Hennen Construction
CHANGE ORDER NO.: One (1)
DATE: November 4, 2009

The following changes shall be made to the schedule of bid prices in the contract documents:

REVISE SCHEDULE A ROADWAY IMPROVEMENTS:

Item No.	Item Description	Unit	Quantity	Unit Price	Amount
2	Clearing	TREE	-14	\$200.00	-\$2,800.00
3	Grubbing	TREE	-14	\$200.00	-\$2,800.00
4	Remove Bituminous Pavement	SY	-800	\$5.00	-\$4,000.00
7	Salvage Chain Link Fence	LF	-70	\$5.00	-\$350.00
11	Full Depth Bituminous Patching (FR)	SY	-800	\$41.00	-\$32,800.00
15	Install Chain Link Fence	LF	-70	\$50.00	-\$3,500.00
17	Temporary Commercial Access ¹	LS	-1	\$2,000.00	-\$2,000.00
20	Deciduous Tree 6' Ht B&B	TREE	-14	\$225.00	-\$3,150.00
21	Silt Fence, Type Machine Sliced	LF	-250	\$2.00	-\$500.00
25	Sodding, Type Lawn	SY	-1000	\$2.75	-\$2,750.00

TOTAL SCHEDULE A ROADWAY IMPROVEMENTS **-\$54,650.00**

REVISE SCHEDULE C SANITARY SEWER IMPROVEMENTS:

Item No.	Item Description	Unit	Quantity	Unit Price	Amount
10	Private Irrigation System Replacement	LS	-1	\$5,000.00	-\$5,000.00
11	24" Steel Casing Pipe (Jacked) ²	LF	139	\$385.00	\$53,515.00
	10' Casing at I-State Service Jacking	LS	1	\$3,000.00	\$3,000.00

TOTAL SCHEDULE C SANITARY SEWER IMPROVEMENTS **\$51,515.00**

1. The Contractor remains responsible for maintaining access to all parties identified in the contract documents including I-State. The Contractor shall utilize flagging operations as necessary and as directed by the Engineer to safely maintain access. The City shall not incur any costs associated with flagging operations to maintain access.
2. The work associated with this pay item shall be in accordance with Inver Grove Heights Standard Specification for Non-Open Cut Pipe Installation (Section 1012) and with technical special provision 1012.2.1 (see attached). The Contractor assumes all risk associated with jacking operations for the sanitary sewer between manholes 50 and 50A and for the service at station 198+63.5 as shown on the revised plans. The City shall not incur any costs associated with extra

sanitary sewer depth that is a result of the change in installation method. The quantity of 76 LF of Sanitary Sewer Manhole - Extra Depth, Schedule C Pay Item 8, shall become a plan quantity.

TOTAL NET CHANGE ORDER NO. 1

-\$3,135.00

This change order includes all changes to the contract quantities and bid prices associated with the change in sanitary sewer installation method from manhole 50 to manhole 50A and for the service at station 198+63.5. No additional compensation for items associated with this work will be given or considered by the City.

CONTRACT STATUS:

Original Contract:	\$398,322.50
Net Change of Prior Changes:	\$0.00
<u>Change this Change Order:</u>	<u>-\$3,135.00</u>
Revised Contract:	\$395,187.50

Recommended By: Kimley-Horn and Associates, Inc.

By: Beth A Engum

Date: 11/4/09

Agreed to By: Hennen Construction

By: Chris Hennen

Date: 11/9/09

Approved By: City of Inver Grove Heights

By: _____

Date: _____

By: Thomas J. Kilbuck
Mayor
City Engineer

Date: 11/17/09

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Increase to Contract with Short Elliot Hendrickson Inc. (SEH Inc.) for Rock Island Swing Bridge Project

Meeting Date: November 23, 2009
 Item Type: Consent Agenda
 Contact: Eric Carlson – 651.450.2587
 Prepared by: Eric Carlson
 Reviewed by: Eric Carlson – Parks & Recreation

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

PURPOSE/ACTION REQUESTED

Approve an increase not to exceed \$15,000 for professional services provided by SEH Inc. on the Rock Island Swing Bridge project. The original not-to-exceed amount was \$150,000, the new amount would be \$165,000. The increase would be funded from the Host Community Fund.

SUMMARY

On May 26, 2009 the Council hired Short Elliot and Hendrickson Inc. to assist the City in developing plans & specifications, applying for necessary permits, submitting environmental documentation, development of a concept master plan, and bidding services in an effort to re-use the Rock Island Swing Bridge as a recreational pier in the Mississippi River. The contract entered into with SEH Inc. was an estimated amount of \$130,900 subject to actual work performed.

In addition, on May 26th the Council authorized funding from the Host Community Fund in an amount not to exceed \$150,000 for the project.

On September 28, 2009 the Council authorized additional engineering services for the project in the amount of \$6,500. This increase was necessary based on the fact that the City needed to incorporate the demolition of piers 6, 7, & 8 as a part of our project. This expenditure is being temporarily funded from the Host Community Fund and the City will be refunded by the State of Minnesota once the project is completed.

In addition, on September 28th the Council authorized hiring Malacological Consultants to perform a required mussel survey. The cost of the survey was \$19,817.98 and is temporarily funded from the Host Community Fund. The City will be refunded by the State of Minnesota once the project is completed.

Working on our behalf, SEH Inc. has done an excellent job in assisting the City in obtaining our goal to reuse the bridge. The process has been time consuming and SEH has had to spend more time than initially thought. An additional \$15,000 of work is necessary to complete the scope of services up through the bidding phase.

As of November 11th the following expenses have been charged to the project:

Firm	Comment	Amount
SEH Inc.	Work performed	\$130,566.68
SEH Inc.	Reimbursable expenses	\$4,816.27
MN DNR	Waters Permit	\$1,000.00
MN DNR	Work on River Bottom Permit	\$150.00
MN DNR	Environmental Report	\$160.00
American Engineering Testing	Geotechnical Services	\$5,000.00
Braun Intertec	Environmental work on tax forfeited properties	\$1,600.00
Malacological Consultants	Mussel Survey	\$19,817.98
Total		\$163,110.93



November 18, 2009

RE: City of Inver Grove Heights
Rock Island Swing Bridge
Engineering Services Fee Update
SEH No. INVER 108546

Eric Carlson
Parks and Recreation Director
City of Inver Grove Heights
8055 Barbara Avenue
Inver Grove Heights, MN 55077

Dear Mr. Carlson:

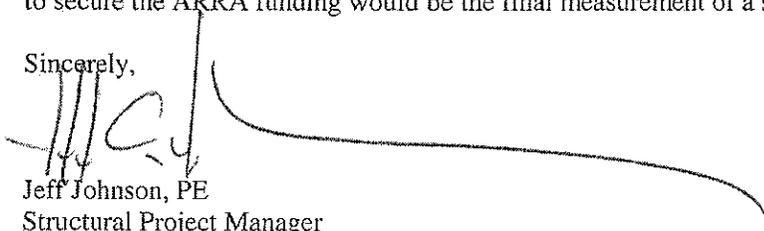
We have completed the plan and bid document submittals for the Rock Island Bridge and have received approvals by Mn/DOT that we have met the ARRA funding requirements and schedule. The Concept Master Park Plans element is nearly complete. We have yet to provide services relating to the advertisement and award of the construction contractor.

Our contract with you for the design services is based on an hourly plus expense basis. We provided an estimate of the fee based on a general scope of work. Through the end of October, we have expended \$135,400 of the \$137,400 budgeted fee. This includes the \$130,900 original contract estimated fee and the additional estimated amount of \$6,500 for inclusion of the river pier removal. Last month we were on track to complete the project within the estimated fee. This project has been fast paced and our effort has been intense to meet the difficult time line. We made it, with much thanks to your effort. There is still the Concept Master Park Plan and the bidding services in our scope to complete. We have also incurred additional expenses this past two weeks in November to complete the bid document proposal.

We have exceeded our estimate of the effort that it would take to complete this project. With the amount expended so far in November and the effort needed to complete the park plan and bidding services, I would estimate that we will finish the project at approximately \$15,000 over our estimate of \$137,400. Although I would like to be able to say that there were specific items that required us to incur additional effort, there were many small items that took additional time including the permitting and agency coordination, plan preparation and last minute inclusion of the pier removal in the channel and the federal document items in the specifications.

In perspective of the entire project, we are conservative in the construction cost estimate and anticipate that bids will be lower than expected. I know that in these tight budget times that any cost increase is undesirable, but I would hope that our diligent effort and success in meeting this difficult project schedule to secure the ARRA funding would be the final measurement of a successful project.

Sincerely,



Jeff Johnson, PE
Structural Project Manager

c:\projects\inver grove hts\rock island bridge\fee overrun.doc

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

CONSIDER ATTACHED RESOLUTION AND TABLE SETTING FORTH LICENSE FEES, ADMINISTRATIVE SERVICE FEES AND PERMIT FEES

Meeting Date: November 23, 2009
Item Type: Consent
Contact: Jenelle Teppen, Asst. City Admin
Prepared by:
Reviewed by:

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

PURPOSE/ACTION REQUESTED Consider approval of the attached resolution and table setting forth license fees, administrative service fees and permit fees for 2010.

SUMMARY Each year Staff submits to Council recommendations on various license fees, administrative service fees and permit fees after internal review and review with what other Metro area cities are charging for the same things.

We propose to remove the fees that were associated with items that were in the City Code (Roller Skating Rinks for example) that were removed during the recodification process. Driver's License checks must now go through the Bureau of Criminal Apprehension. Otherwise there is one minor change – it is bolded for ease of reading.

Attached is a resolution setting license, administrative and permit fees for 2010.

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

RESOLUTION NO. _____

**RESOLUTION ESTABLISHING 2010 LICENSE, ADMINISTRATIVE SERVICES AND PERMIT
FEES**

WHEREAS, the Inver Grove Heights City Council recognizes the need to review the fees charged by the City for licenses, administrative services and permits on an annual basis, and

WHEREAS, any changes to these fees shall be set by resolution by the City Council of the City of Inver Grove Heights City Code;

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Inver Grove Heights, Minnesota, approves the attached Fee Schedule. Said schedule shall be effective January 1, 2010.

Adopted by the City Council of Inver Grove Heights this 23rd day of November, 2009.

Ayes:

Nays:

George Tourville, Mayor

ATTEST:

Melissa Rheaume, Deputy City Clerk

2010 Fees

<u>Type of License</u>	<u>Section Requiring License/Section Pertaining to Fees</u>	<u>License Expires</u>	<u>Fee (annual Unless Otherwise Noted)</u>
Garbage Collection	8-6-2	Dec. 31	\$150.00 plus \$3.00 per truck
Dogs	5-4-2-1	May 1	\$10 male/female \$6 spayed/neutered
Non-Commercial Kennels	5-4-2-10	March 31	\$50.00
Commercial Kennels		March 31	\$250.00
Automobile: Sales	45A-5	1 yr. after date of issuance	\$300 Class A \$100 Class B
Service Station	4-5B-4	Dec. 31	\$60 first pump \$8 ea./ additional pump
Junk Yard	4-5C-4	Jan. 10	\$500.00
Christmas Tree Sales	1107.01/ 1107.07	Dec. 31	\$35 plus \$20 cleanup deposit
Contractor	4-6-2	Dec. 31	\$50
Dance Halls	4-4-4	June 1	\$150 Public Hall \$75 Cabaret
Roller Skating Rinks	1112.03/ 1112.07	Dec. 31	\$75.00
Bowling Alleys	4-3-5	1 yr. after date of issuance	\$50.00
Trade or Business	4-6-2	Dec. 31	\$50.00
Pawnbroker	4-2-5	Dec. 31	\$8,000.00
Secondhand Goods Dealer	4-2-5	Dec. 31	\$500.00
Multiple Sales Secondhand Goods	4-2-5	Dec. 31	\$1,000.00
Saunas, Massage Parlors Escort Services & Employees	4-8-5	Dec. 31	Business Lic. \$1050 Personal Service \$400 Investigation \$250
Massage Therapist	4-8A-4	Dec. 31	\$500 initial investigation of therapeutic massage business; includes investigation of one (1) massage therapist \$100 annual license fee of therapeutic massage business; includes annual license fee for one massage therapist. \$175 initial investigation of massage therapist \$50 annual license fee for massage therapist
Drive In Theaters	1111.03/ 1111.07	1 yr. after issuance	\$120.00

Cont'd

Liquor:			
3.2 Beer On-Sale	4-1C-6	Dec. 31	\$350.00
Off-Sale	4-1A-10	Dec. 31	\$100.00
Temporary On-Sale	4-1C-17	Period not to exceed 7 days	\$30.00 (no proration)
Liquor:			
On-Sale	4-1A-10	Dec. 31	Based on gross annual liquor sales

Gross Annual Liquor Sales	Annual License Fee
\$0-\$250,000	\$3,500
\$250,001-\$500,000	\$4,500
\$500,001-\$1,000,000	\$7,000
\$1,000,001 and above	\$10,000

Off-Sale	4-1A-10	Dec. 31	\$200 Pro-rated qtrly.
On-Sale Wine	4-1A-10	Dec. 31	\$650 Pro-rated qtrly.
Special Club	4-1A-10	Dec. 31	\$225 Pro-rated qtrly.
Sunday On-Sale	4-1A-10	Dec. 31	\$200 Pro-rated qtrly.
Bottle Club	4-1A-10	June 30	\$300 Pro-rated qtrly.

Payment for these on-sale licenses may be paid semi-annually. No holder of a license may engage in the activity conveyed by such license without having made payment to the City in advance of period covered. Any license holder who engages in the activity permitted by the license and who has not paid a semi-annual fee shall be closed by the Police Department, subject to violation of 1200.03 of the City Code and Revocation or Suspension of License pursuant to 1200.31 of the City Code.

Cont'd

Investigations, New	4-1-9		
Single natural person			\$250.00
Partnership			\$400.00
Corporation			\$500.00
Club			\$325.00
Change of Ownership			\$250.00
Background – Foster Care, Day Care, VISA, Record Checks, etc.			\$5.00
Pawnbroker, Secondhand Goods Dealer, Multiple Sales Secondhand Goods			\$150.00
Investigations, Police - Renewal			\$50.00

Other Fees

Sales/Fees (all taxable)	Fee
Copies (per page)	\$.25
State Accident Report	\$.25 per page
Accident Photo	Actual Cost
Audio Tape (each)	\$5.00
Video Tape (each)	\$30.00
CD Rom	\$15.00
DVD CD	\$15.00
All other police reports/data (no cost for victim of domestic assault)	\$.25 per page Fees for data requests other than photocopy requests of 100 or less pages will be based on the actual cost of searching and retrieving the data.
Hunting Permit Fee	\$20
Comprehensive Annual Financial Report	\$25.00
Proposed Budget	\$25.00
Annual Budget	\$25.00
Capital Improvement Plan	\$25.00
Code Book	\$200.00
Comprehensive Guide Plan	\$100.00
Comprehensive Plan Technical Appendices	\$16.00
Water Resources Management Plan	\$290
Construction Plan Sheet (22"x34")	\$2.00 \$3.00
Microfilm Reprint	\$1.00
Zoning and Related Land Use Regulations Manual	\$25.00
Subdivision Regulations Manual	\$6.00
Standard Printed Maps	
Fees for maps are based on size. Custom map sizes are available upon request. Letter (8.5" x 11") Tabloid (11" x 17") C-size (18" x 24") D-size (24" x 36") E-size (36" x 48")	\$5.00 \$10.00 \$15.00 \$20.00 \$25.00
Custom Map Production Using Existing Data	Is subject to an hourly fee of \$50.00 (one-half hour minimum) in addition to the size-based map fee
Custom Map Production with Data Development	Is subject to an hourly fee of \$100.00 (one-half hour minimum) in addition to the size-based map fee
Electronic Data Vector: shapefile or CAD Raster: IMG, TF, SID Graphic Files: JPG, PDF, TIFF, AVI	Cost Provided per Request
GIS Data or Graphic Files Delivery on CD Delivery by email	\$10.00 \$5.00
Additional Shipping/Handling Fees apply to map products delivered by mail: Mailed in Envelope (large maps folded): Letter or Tabloid C- or D-size E-size	\$1.00 \$2.00 \$3.00

Mailed in Tube:	
Letter or Tabloid	\$2.00
C-size	\$3.00
D-size	\$4.00
E-size	\$5.00
CD Mailed	\$2.00
Subdivision Code	\$5.00
Computer Readouts	\$4.00
Fire Marshal's Report	\$.25 per page
MFIRS Report	\$.25 per page
Photographs (negatives or digital)	\$1.00 each \$5.00 minimum
Cemetery Lots	\$120.00
City Council Minutes	\$60.00/year
City Council Agendas	\$30.00/year
Assessment Search	\$15.00
Finger Printing	\$15.00
Driver's License Check	\$4.00
Pound Fees	\$35.00
Dangerous Dog Registration	\$500.00
Animal Cage Rental	\$5.00
Police Officer and Squad Car Off Duty Charge	\$66.00/hour
Returned Check/ACH/Credit/Debit Card Charge	\$30.00
Grove Membership Late Fee	\$25
Reissued Permits during the calendar year for Police, Fire and Combination Police/Fire Alarm System:	
First reissued permit	\$100.00
Second reissued permit	\$200.00
Third reissued permit	\$300.00
Sewage Tank Maintenance Permit (Commercial)	\$35.00
Wetland Conservation Act Certification	\$75.00
Wetland Replacement Plan	\$200 (escrow: \$2,500)
Zoning Letter	\$50
Meter Testing:	
5/8" meter	\$75.00
3/4" meter	\$75.00
1" meter	\$75.00
1-1/2" meter	\$100.00
2" meter	\$100.00
Compound meter	\$350.00
Water Turn-Offs and Turn-Ons	\$25.00
Land Alteration Permit (Plan Checking):	
0-500 Cubic Yards	No fee
501-1,000 Cubic Yards	\$100.00
1,001 – 10,000 Cubic Yards	\$100.00 for the first 1,000 Cubic Yards, plus \$10.00 for each additional 1,000 Cubic Yards or fraction thereof
1,001-100,000 Cubic Yards	\$190.00 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	\$415.00 For the first 100,000 Cubic Yards, plus \$40.00 for each additional 100,000 Cubic Yards or fraction thereof

Sales/Fees (all taxable)	Fee
<p>Land Alteration Permit (Grading Inspection)</p> <p>0-500 Cubic Yards 501-1,000 Cubic Yards</p> <p>1,001-10,000 Cubic Yards</p> <p>10,001-100,000 Cubic Yards</p> <p>100,001 Cubic Yards or more</p> <p>All land alteration permits require a surety, based on the area disturbed, to guarantee final site restoration</p>	<p>No fee \$100.00 For the first 500 Cubic Yards, plus \$10.00 for each additional 100 Cubic Yards or fraction thereof.</p> <p>\$150.00 For the first 1,000 Cubic Yards, plus \$15.00 for each additional 1,000 Cubic Yards or fraction thereof.</p> <p>\$285.00 For the first 10,000 Cubic Yards, plus \$20.00 for each additional 10,000 Cubic Yards or fraction thereof.</p> <p>\$465.00 For the first 100,000 Cubic Yards, plus \$25.00 for each additional 100,000 Cubic Yards or fraction thereof.</p>
Annual Renewal	\$75.00
Plan Review Fee	65% of the building permit fee when determined by valuation
Decks	Based on valuation (i.e., \$147.53 for a \$3,000 deck)
Roofing (new and existing homes)	\$100.00
Siding (new and existing homes)	\$100.00
Moving of Buildings	\$300.00
<p>Building Demolition</p> <p>Accessory Structures Single Family Homes Commercial</p>	<p>\$100.00 \$100.00 Based on valuation (i.e., \$196.75 for a \$10,000 commercial)</p>
Mobile Home Installation	Based on valuation (i.e., \$321.39 for a \$10,000 mobile home)
Retaining Walls	Based on valuation (i.e., \$785.14 for a \$30,000 wall)
Above Ground Swimming Pools	Based on valuation (i.e., \$166.25 for an \$8,000 above ground pool)
In Ground Swimming Pools	Based on valuation plus plan review fee (i.e., \$569.76 for a \$20,000 pool)
Fences (around pools and property)	\$50.00
Inspections when no permit is issued	\$100.00
Inspections outside of normal business hours when approved by Director	\$150.00/hour

Sales/Fees (all taxable)	Fee
Right-of-Way (Street Opening) Permit Surety may be required to ensure that the street is properly restored	\$75.00
Engineering Load Limit Permit	25.00/Load
Plumbing Single-Family Residential Base Fee	\$80.00
Each Fixture	\$3.00
Plumbing Commercial and Multi- Family	\$80.00 base fee plus 2% of contracted work value in dollars
Plumbing Installation or Replacement of single fixture	\$80.00
Utilities – 1. On-Site Septic Systems: (includes site review and \$40 County fee)	
Single family – New and Existing	\$499.50 Flat Fee + .50 State Surcharge = \$500.00
Commercial Systems ≤ 4999 Gallons Per Day	\$749.50 Flat Fee + \$.50 State Surcharge = \$750.00
Commercial Systems ≥ 5,000 Gallons Per Day	\$1,499.50 Flat Fee + .50 State Surcharge = \$1,500.00
2. Sewer and Water Connection Inspection (together or separately)	\$124.50
3. Commercial and Multi-Family Sewer and Water Connection Inspection (together or separately)	\$80.00 base fee plus 2% of contracted work in dollars
Tank Replacement	\$249.50 Flat Fee
Mechanical – 1. Single-Family residential: All new installations (includes gas piping)	\$100.00
Furnace Replacement (includes gas piping)	\$80.00
Gas Fireplace or other single gas appliance	\$80.00
Central Cooling or Ductwork	\$80.00
2. Commercial and Multi-Family	\$80.00 base fee plus 2% of contracted work value in dollars
Gas Piping and Air Test only	\$50.00

Sales/Fees (all taxable)	Fee
Signs and Billboards	
1. Permanent Business Signs regardless of size	\$40.00
2. Billboards up to 100 s.f. in area	\$200.00
Billboards over 100 s.f.	\$300.00
3. Temporary Portable Signs	\$15.00
4. Monument Signs	Based on valuation
Fire Prevention Permits	
1. Fire Permits	\$25 each to max. of \$150 per occupancy
2. Burning Permits	
a. recreational bonfire	\$5.00
b. permanent recreational fire ring	\$15.00
c. Disposal permit for trees, brush, grass, and other vegetative matter for the development and maintenance of land and rights of way.	\$0.50/cubic yard, \$100.00 minimum
d. Open burning permit as defined in Minnesota Rules relating to open burning.	\$25.00
3. Ventilation System Cleaning Permit	\$35.00
Hydrant, meter or valve damage deposit	\$1,000.00
Daily hydrant/meter rental fee	\$2.00

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Meeting Date: November 23, 2009
 Item Type: Consent
 Contact: Lt. Larry Stanger (651) 450-2528
 Prepared by: Lt. Larry Stanger
 Department of Public Safety
 Reviewed by: Chief Charles Kleckner
 Chief of Police

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

PURPOSE/ACTION REQUESTED:

Consider request to accept a \$1000.00 donation to the Inver Grove Heights Police Department from Wal-Mart Foundation.

SUMMARY:

The Wal-Mart Foundation has again generously donated \$1000.00 to the Inver Grove Heights Police Department. They have asked that the funds be used for the purchase of police department related equipment.

THE BACK OF THIS DOCUMENT CONTAINS AN ARTIFICIAL WATERMARK - HOLD AT AN ANGLE TO VIEW

WAL-MART FOUNDATION
702 S.W. 8th Street
BENTONVILLE, ARKANSAS 72716

BANK OF BENTONVILLE
BENTONVILLE, AR
81-701 / 829

DATE OF CHECK	CHECK NUMBER
10/22/2009	1612466

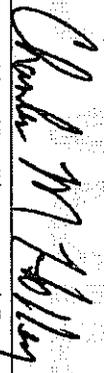
CHECK AMOUNT
\$ *****1,000.00

Void After 180 Days

PAY ONE THOUSAND DOLLARS AND NO CENTS
TO CITY OF INVER GROVE HEIGHTS POLICE
THE ORDER INVER GROVE HEIGHTS MN
OF

5089 - 8996

Executive VP, Finance and Treasurer



⑈ 15 1 24 5 5 ⑈ ⑈ 08 2 9 0 8 8 1 5 ⑈ 9 5 5 2 5 1 9 2 ⑈

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider a Resolution Approving Special Assessment Deferral for City Project No. 2008-09D – South Grove Street Reconstruction Area 4

Meeting Date: November 23, 2009
 Item Type: Consent
 Contact: Scott D. Thureen, 651.450.2571
 Prepared by: Scott D. Thureen, Public Works Director
 Reviewed by: *SDT*

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

PURPOSE/ACTION REQUESTED

Consider a resolution approving special assessment deferral for City Project No. 2008-09D – South Grove Street Reconstruction Area 4. There were two (2) applications for a special assessment deferral; however, only one (1) applicant is eligible and meets the definition of hardship contained in the January 26, 2009, Council Resolution No. 09-13 which defines eligibility requirements. The one (1) eligible application is attached to the accompanying resolution.

SUMMARY

The City Council is asked to consider the attached resolution which approves the deferment. Pursuant to City policy, the annual principal installment, together with interest, will be deferred until the earlier of the following events:

- The death of the eligible owner, provided no other owner is otherwise eligible for the benefits under the attached resolution.
- The sale, transfer, donation or subdivision of the property or any part thereof.
- Contracting to sell, transfer or donate the property.
- The property no longer has its homestead status.
- The owner is no longer eligible for a deferral.
- The City Council determines, for any reason, that there would be no hardship to require immediate, full or partial payment.

When the deferment ceases, then the deferred unpaid installments of principal, together with accrued interest on the unpaid principal balance, become due and payable in the next calendar year with the real estate taxes. The remaining principal installments, if any, together with interest, are paid in the years as originally levied.

SDT/kf

Attachments: Deferral application
 Resolution

**CITY OF INVER GROVE HEIGHTS
DEFERRAL OF SPECIAL ASSESSMENTS**

The undersigned apply to the City of Inver Grove Heights for a deferral of a special assessment on City Project No. 2008-09D

NAMES OF ALL OWNERS

PHONE NUMBER

MANUEL CAPIZ JR.

651 207-8066

65 years of age or older

Permanent and Total Disability

Active military service

***The applicant(s) must provide written evidence of their status eligibility and attach a copy of their federal tax return for the year prior to the year the assessment is certified.**

Eligibility Requirements per Resolution No. 09-13

If the property is the homestead of the eligible applicant, if payment of the assessment would be a hardship (as defined below) for the owner of the property, and if one or more of the following conditions exist:

1. One or more of the owners of the property is 65 years of age or older; or
2. One or more of the owners of the property is retired by virtue of a permanent and total disability; or
3. One or more of the owners of the property is a member of the Minnesota National Guard or other military reserves who is ordered into active military service (as defined in Minnesota Statutes Section 190.05, subdivision 5(b) or 5(c)) as stated in the person's military orders.

"Hardship" shall be deemed to exist if (1) the average annual payments of principal and interest for all assessments levied against the property exceed one percent of the owner's adjusted gross income as filed in the owner's U.S. income tax return for the tax year prior to the year in which the assessment was certified; and (2) the total amount of the principal of the levied assessment exceeds \$300.00. The "average annual payment" is the total principal of the levied assessment plus the interest that would be payable based on a declining principal balance during the number of years over which the principal assessment was originally spread with the sum of principal and interest then being divided by the number of years over which the principal assessment was originally spread.

Deferrals granted pursuant to this resolution shall terminate upon the occurrence of any of the following events:

- (a) The death of the eligible owner provided that no other owner is otherwise eligible for the benefits under Resolution No. 09-13.
- (b) The sale, transfer, donation or subdivision of the property or any part thereof.
- (c) Contracting to sell, transfer or donate the property.
- (d) The property no longer has its homestead status.
- (e) The owner is no longer eligible for a deferral.
- (f) The City Council determines, for any reason, that there would be no hardship to require immediate, full or partial payment.

Signed: Manuel Capiz Jr.

Signed: _____

Dated: 11/19/2009

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

**A RESOLUTION AND CERTIFICATE PURSUANT TO MINNESOTA STATUTE § 435.193
MEMORIALIZING DEFERMENT OF SPECIAL ASSESSMENTS BY THE CITY OF INVER
GROVE HEIGHTS FOR PROPERTY OWNED BY MANUEL CAPIZ, JR.**

RESOLUTION NO. _____

WHEREAS, Manuel Capiz, Jr., owns certain real property situated in the City of Inver Grove Heights, County of Dakota, State of Minnesota, identified as Tax Parcel Number 20-71160-180-02 and legally described as Lot 18, Block 2, South Grove No. 11, Dakota County, Minnesota, according to the plat thereof on file and of record with the Office of Dakota County Recorder (the Subject Property).

WHEREAS, the City Council of Inver Grove Heights, acting pursuant to Minnesota Statute Chapter 429, levied certain special assessments upon the Subject Property.

WHEREAS, the levied special assessments were as follows:

\$4,000 for City Project No. 2008-09D (Urban Street Reconstruction – South Grove Area 3) payable in ten (10) annual equal installments of \$400.00, together with interest on the unpaid principal amount of assessments from the date of levy of the special assessments (October 26, 2009) at an interest rate of 5.5%. The first annual installment is due in calendar year 2010 and the tenth and last installment is due in calendar year 2019.

WHEREAS, Minnesota Statute § 435.193 and City Council Resolution No. 09-13 provide that the City may defer the payment of special assessments for (a) any homestead property owned by a person sixty-five (65) years of age or older for whom it would be a hardship to make the payments; or (b) any homestead property owned by a person who is retired by virtue of a permanent and total disability for whom it would be a hardship to make the payments; or (c) any homestead property owned by a person who is a member of the Minnesota National Guard or other military reserves who is ordered into active military service (as defined in Minnesota Statutes Section 190.05, subdivision 5(b) or 5(c)), as stated in the person's military orders, for whom it would be a hardship to make the payments.

WHEREAS, pursuant to the above cited statute, the City has passed Resolution No. 09-13 which specifies the requisites that must be shown to constitute a hardship.

WHEREAS, applicant, Manuel Capiz, Jr., has requested a deferment of the special assessments levied against the Subject Property.

WHEREAS, upon investigation and review, it appears that the applicant does, in fact, qualify for deferment of special assessments levied against the Subject Property.

WHEREAS, Minnesota Statute § 435.195 states the conditions upon which the deferment will cease. Minnesota Statute § 435.195 states:

The option to defer the payment of special assessments shall terminate and all amounts accumulated plus applicable interest, shall become due upon the occurrence of any of the following events: (a) the death of the eligible owner, provided no other owner is otherwise eligible for the benefits hereunder; (b) the sale, transfer, donation or subdivision of the property or any part thereof; (c) contracting to sell, transfer or donate the property; (d) the property no longer has its homestead status; (e) the owner is no longer eligible for a deferral; or (f) the City Council determines, for any reason, that there would be no hardship to require immediate, full or partial payment.

NOW, THEREFORE, the City Council of Inver Grove Heights does hereby resolve, certify and memorialize for recording the following information:

Payment of the annual installments of principal and interest with respect to the above identified special assessments against the Subject Property are hereby deferred to tax collection year 2010 and thereafter upon the following terms and conditions:

1. The principal amount of the special assessments noted above shall accrue interest at the rate of 5.5% per year from and after October 26, 2009.
2. If the Subject Property is no longer classified as a homestead for tax purposes, then the deferment shall cease.
3. If Manuel Capiz, Jr. dies, then the deferment of the special assessments shall cease.
4. If Manuel Capiz, Jr. no longer meets the eligibility requirements for a hardship as that term is defined by City Resolution No. 09-13, and amendments thereto, then the deferment shall cease.
5. If the Subject Property or a portion thereof is transferred, donated, sold or contracted to be sold, then the deferment shall cease.
6. If the tax parcel for the Subject Property is split or otherwise subdivided, then the deferment shall cease.
7. The accrued interest at the rate of 5.5% per year during the period of deferment shall be added to the principal amount of the special assessments and shall be payable with the principal amount when the principal amount becomes payable at the expiration of the deferment.
8. If the deferment ceases for the Subject Property prior to the year 2019, then the deferred unpaid installments of principal, together with accrued interest on the unpaid principal balance, shall become due and payable in the next calendar year and shall be payable with real estate taxes in the next calendar year. The remaining principal installments, if any, together with interest, shall be paid in the years as originally levied.

If the deferment ceases after calendar year 2019, then the entire unpaid principal amount of the special assessments, together with accrued interest, shall become due and payable in the next calendar year and shall be payable with real estate taxes in the next calendar year.

This Resolution shall be filed with the Dakota County Auditor/Treasurer and recorded with the Dakota County Recorder.

Passed this 23rd day of November, 2009, by the City Council of Inver Grove Heights, MN.

George Tourville, Mayor

ATTEST:

Melissa Rheaume, Deputy Clerk

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

2010 CITY COUNCIL MEETING SCHEDULE

Meeting Date: November 23, 2009
 Item Type: Consent
 Contact: Jenelle Teppen, Asst. City Admin.
 Prepared by:
 Reviewed by:

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

PURPOSE/ACTION REQUESTED Accept the 2010 City Council Meeting Schedule

SUMMARY The Council meets annually with each of its Commissions as well each of the various operating departments. The following schedule represents staff’s recommendations for scheduling meeting dates in 2010.

Again this year meetings with Commissions are scheduled to be held at 5:30 p.m. on the second Monday prior to the Regular Council Meeting, as follows:

1. February 8 Environmental Commission
2. March 8 Parks and Recreation Advisory Commission
3. May 10 Planning Commission
4. August 9 Aircraft Noise Abatement Commission

Again this year department managers are scheduled to report on the activities of their department during the 5:30 p.m. Council Study Meeting on the second Monday prior to the Regular Council meeting as follows:

1. March 8 Park and Recreation Department
2. May 10 Community Development Department
3. June 7 Police and Fire Departments
4. July 12 Public Works Department
5. August 9 Administrative Services Department
6. Sept. 13 Finance Department

The schedule will also need to include a meeting at with the District 199 School Board - our annual Joint Powers meeting. At this time we don’t have a date set. When a date is arrived at, the City Council will be asked to confirm it. At this time the schedule does not include any other meetings; i.e. budget, joint meetings with other cities, etc.

This calendar is modified from time to time. Council is provided with an updated meeting schedule as warranted throughout the year.

RECOMMENDATION: Staff recommends the Council review and approve the proposed 2010 meeting schedule.

**2010 CITY COUNCIL MEETING SCHEDULE
INVER GROVE HEIGHTS**

REGULAR MEETINGS 7:30 P.M.	SPECIAL MEETINGS 5:30 P.M.	HOLIDAYS CITY HALL CLOSED
JANUARY 11 JANUARY 25	JANUARY 11 JANUARY 25	JANUARY 1 – New Year’s Day JANUARY 18 - Martin Luther King, Jr.
FEBRUARY 8 FEBRUARY 22	FEBRUARY 8 - Environmental Commission FEBRUARY 22 FEBRUARY tbd- School District	FEBRUARY 15 - President’s Day
MARCH 8 MARCH 22	MARCH 8 - Park/Recreation Commission Park/Recreation Dept. MARCH 22	
APRIL 12 APRIL 26	APRIL 12 APRIL 26	APRIL 2 – Good Friday – ½ Day
MAY 10 MAY 24	MAY 10 - Planning Commission/ Community Development Dept. MAY 24 MAY 17 – Commission Interviews – 7 p.m.	MAY 31 - Memorial Day
JUNE 14 JUNE 28	JUNE 14 - Public Safety Dept. (Police/Fire) JUNE 28	
JULY 12 JULY 26	JULY 12 - Public Works Department.	JULY 5 – Fourth of July
AUGUST 9 AUGUST 23	AUGUST 9 – Aircraft Noise Abatement Commission/Admin. Services Dept. AUGUST 23	
SEPTEMBER 13 SEPTEMBER 27	SEPTEMBER 13 - Finance Dept. SEPTEMBER 27	SEPTEMBER 6 - Labor Day
OCTOBER 11 OCTOBER 25	OCTOBER 11 OCTOBER 25	
NOVEMBER 8 NOVEMBER 22	NOVEMBER 8 NOVEMBER 22	NOVEMBER 11 - Veterans Day NOVEMBER 25 & 26 - Thanksgiving
DECEMBER 13 DECEMBER 27 (If nec.)	DECEMBER 13	DECEMBER 24 - Christmas Eve/1/2 Day DECEMBER 25 - Christmas Day Holiday

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

PERSONNEL ACTIONS

Meeting Date: November 23, 2009
Item Type: Consent
Contact: Jenelle Teppen, Asst. City Admin
Prepared by: Amy Brinkman, H.R. Coordinator
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 Staff requests that the Council approve the personnel actions listed below:

Please confirm the seasonal/temporary employment of: Bryan Emery, Tom Warnock, and Evan Endsley.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

CONSIDER SECOND READING OF AN ORDINANCE AMENDING CITY CODE TITLE 3, CHAPTER 4, SECTIONS 3-4-2-2 and 3-4-2-3 and TITLE 10, CHAPTER 3, SECTION 10-3-8 ADJUSTING DEVELOPMENT FEES FOR 2010

Meeting Date: November 23, 2009
Item Type: Regular
Contact: Jenelle Teppen, Asst. City Admin.
Prepared by:
Reviewed by:

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

PURPOSE/ACTION REQUESTED The Council is asked to consider the second reading of an ordinance to amend the City Code to adjust the fees and charges associated with development activities. This includes water and sanitary sewer connection fees, and fees associated with planning activities (such as rezoning, variance, conditional use permits, etc.).

SUMMARY Minnesota State Statues 462.353 sets forth the requirements with respect to a municipality’s authority to prescribe fees associated with planning activities.

While Statute 462 does not speak to building permit fees or water or sanitary sewer connection fees, the City Attorney’s advice is to set forth the fees in the Code given the scope of development that is anticipated to take place over the next several years in the northwest area.

Two requirements found in 462 are that new fees must be adopted by January 1st for them to be in effect for the following year, and a public hearing must be held regarding the proposed fees. The public hearing has been set for November 24th.

Staff proposes changes to the fees that address water and sanitary sewer connection fees, etc., and one change to the fees associated with planning activities. The water and sewer connection fees are proposed to increase between 3.5% and 4.5%. These proposed fees are based on financial projections supplied by Ehlers and Associates. The change to the planning fees is to add a fee for recording with the County. We currently play a \$46 abstract fee to the County and propose to pass that cost on to the applicant.

The proposed changes are outlined on the attached.

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

ORDINANCE NO. _____

**AN ORDINANCE AMENDING TITLE 3, CHAPTER 4, SECTIONS 3-4-2-2 and 3-4-2-3 and
TITLE 10, CHAPTER 3, SECTION 10-3-8, OF THE INVER GROVE HEIGHTS CITY CODE
RELATING TO FEES**

The City Council of Inver Grove Heights does hereby ordain as follows:

Section 1. Amendment. IGH City Code Chapter 4, Section 3-4-2-2 is hereby amended to read as follows:

Water and Sanitary Sewer and Storm Water System Connection Fees. The connection fees for the water utility system and the sanitary sewer utility system and the storm water sewer utility system. Those fees are as follows:

Connection Fees for Water Utility System for Land Outside the Northwest Area.

Water Plat Connection Fee	\$950 \$985 multiplied by a density factor of 3.5 multiplied by Gross Acres
Water Building Permit Connection Unit Fee	\$649 \$665 per SAC Unit
Water Treatment Plant Fee	\$560 \$580 per SAC Unit

Water Core Connection Fee (based on water service size)

1 inch	\$1,325 \$1,370
1 ½ inch	\$2,975 \$3,080
2 inch	\$5,285 \$5,470
3 inch	\$11,880 \$12,295
4 inch	\$21,130 \$21,870
6 inch (or larger)	\$49,540 \$51,275

Connection Fees for Sanitary Sewer Utility System for Land Outside the Northwest Area.

Sanitary Sewer Plat Connection Fee	\$950 \$985 multiplied by a density factor of 3.5 multiplied by Gross Acres
MCES SAC Unit Fee	\$2,000 \$2,100 per SAC Unit
Sanitary Sewer Building Permit Connection	\$335 \$350 per SAC Unit
B-Line Special Connection Charge	\$895 \$925 per SAC Unit (applicable only to B-Line Area)

Sewer Core Connection Fee (based on building sewer service size)

4 inch	\$430 \$445
6 inch	\$725 \$750
8 inch	\$1,285 \$1,325
10 inch	\$2,010 \$2,070
12 inch	\$2,890 \$2,980

Connection Fees for Water Utility System for Northwest Area.
Fees Payable at Time of Plat (Northwest Area)

Water Plat Connection Fee

In the R-1 and R-2 Zoning Districts	\$800 \$835
In the R-3A Zoning District	\$800 \$835
In the R-3B Zoning District	\$800 \$835
In the R-3C Zoning District	\$800 \$835
In the B-1 and Office Park Zoning Districts	\$800 \$835
In the B-2, B-3 and B-4 Zoning Districts	\$800 \$835
In the I-1 and I-2 and Industrial - Office Park Zoning Districts	\$800 \$835
In the P-Institutional Zoning Districts	\$800 \$835

Fees Payable at Time of Building Permit (Northwest Area)

Water Building Permit Connection Unit Fee	\$2,215 \$2,315 per SAC Unit
Water Treatment Plant Fee	\$560 \$580 per SAC Unit

Water Core Connection Fee (based on water service size)

1 inch	\$1,325 \$1,380
1 ½ inch	\$2,975 \$3,095
2 inch	\$5,285 \$5,495
3 inch	\$11,880 \$12,355
4 inch	\$21,130 \$21,975
6 inch (or larger)	\$49,540 \$51,520

Connection Fees for Sanitary Sewer Utility System for Northwest Area
Fees Payable at Time of Plat(Northwest Area)

Sanitary Sewer Plat Connection Fee

In the R-1 and R-2 Zoning Districts	\$1,225 \$1,335
In the R-3A Zoning District	\$1,225 \$1,335
In the R-3B Zoning District	\$1,225 \$1,335
In the R-3C Zoning District	\$1,225 \$1,335
In the B-1 and Office Park Zoning Districts	\$1,225 \$1,335
In the B-2, B-3 and B-4 Zoning Districts	\$1,225 \$1,335
In the I-1 and I-2 and Industrial - Office Park Zoning Districts	\$1,225 \$1,335
In the P-Institutional Zoning Districts	\$1,225 \$1,335

Fees Payable at Time of Building Permit (Northwest Area)

MCES SAC Unit Fee	\$2,000 \$2,100 per SAC Unit
Sanitary Sewer Building Permit Connection	\$3,380 \$3,690 per SAC Unit

Sewer Core Connection Fee (based on building sewer service size)

4 inch	\$430 \$450
6 inch	\$725 \$755
8 inch	\$1,285 \$1,335
10 inch	\$2,010 \$2,090
12 inch	\$2,890 \$3,005

Connection Fees for Storm Water Sewer Utility System for Northwest Area

Storm Water Plat Connection Fee
Fees Payable at Time of Plat(Northwest Area)

In the R-1, R-2 and R-3A Zoning Districts	\$8,520 \$8,945
In the R-3B and R-3C Zoning District	\$8,720 \$9,155
In the B-1 and Office Park Zoning District	\$9,780 \$10,270
In the B-2, B-3 and B-4 Zoning Districts	\$9,515 \$9,990
In the I-1, I-2 and I-Office Park Zoning Districts	\$9,250 \$9,715
In the P-Institutional Zoning Districts	\$8,720 \$9,155
In the Mixed Use-Residential Zoning Districts	\$8,720 \$9,155
In the Mixed Use-Commercial Zoning Districts	\$9,250 \$9,715

Section 2. Amendment. IGH City Code Section 1010.04 is hereby amended to read as follows:

Sanitary Sewer and Water Trunk Assessments.

\$3,325 \$3,440 per acre for water trunk line area benefit

\$3,325 \$3,440 per acre for sanitary sewer trunk line area benefit

Section 3. Amendment. IGH City Code Section 515.40, Subd. 9 is hereby amended to read as follows:

TYPE OF LAND USE APPROVAL	BASE FEE	GIS FEE	ESCROW
Conditional Use Permit, single family residential	\$250		\$0
Conditional Use Permit, other	\$500		\$1,250
Conditional Use Permit, other – amendment	\$150		\$500
Comprehensive Plan Amendment	\$500	\$50	\$2,500
Comprehensive Plan Amendment - minor	\$200		\$250
Zoning Code Amendment	\$500		\$500
Zoning Code Amendment – minor	\$100		\$250
Rezoning	\$500	\$50	\$0
Variance - Residential	\$200		\$0
Variance - Commercial	\$200		
Planned Unit Development	\$1,000 + plat fees		\$5,000
Planned Unit Development Amendment	\$250		\$1,000
Determination of Substantially Similar Use	\$200		\$200
Major Site Plan Review	\$500		\$1,500
Preliminary Plat	\$250/+ \$5 per lot		\$3,000
Final Plat – single family	\$350	\$25/lot	\$500
Final Plat - other	\$200	\$100/acre	\$3,000
Waiver of Plat	\$300	\$25	
Administrative Subdivision	\$100	\$25/lot	
Street Easement Vacation	\$150	\$50	
Street Dedication	\$150	\$50	
Wetland Conservation Act Certification	\$75		
Wetland Replacement Plan	\$200	\$100/acre	\$2,500
Northwest Area Sketch Plan Review			\$1,000
Northwest Area Environmental Studies Fee	\$80/gross acre		
Abstract Fee	\$46		

Section 3. Effective Date. This Ordinance shall be in full force and effect from and after its passage and publication according to law.

Passed this 14th day of December, 2009.

George Tourville, Mayor

AYES:

NAYS:

ATTEST:

Melissa Rheame, Deputy Clerk

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

MJOJO Inc - Case No. 09-39C

Meeting Date: November 23, 2009
 Item Type: Regular
 Contact: Heather Botten 651.450.2569
 Prepared by: *HB* Heather Botten, Associate Planner
 Reviewed by: Planning
 Engineering and Fire

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED

Consider the following requests for property located at 6240 Carmen Avenue:

- a.) A **Conditional Use Permit** to exceed the impervious surface maximum in the Shoreland Overlay District.
 - Requires a 4/5ths vote.
- b.) A **Conditional Use Permit** to allow outdoor storage in the I-1 District.
 - Requires a 4/5ths vote.
- c.) A **Variance** for a driveway to be located within the five foot setback.
 - Requires a 3/5ths vote.
- d.) A **Variance** from the minimum driveway spacing along a collector road.
 - Requires a 3/5ths vote.
 - 60-day deadline: February 12, 2010 (second 60 days)

SUMMARY

The applicant currently has an existing tenant located in the industrial building that would like to relocate to the northeast corner of the building. This tenant move would require a new turn around area and an impervious “bump out” for the storage of landscaping material. The property is located in the Shoreland Overlay district which allows a maximum 25% impervious surface in a development. The property currently has 43.6% impervious surface. The applicant is requesting a Conditional Use Permit to add 1% more impervious surface, increasing the total to 44.6%. Additionally, the applicant is asking for a second Conditional Use Permit to allow outdoor storage of landscaping materials. As a condition of approval, the Fire Marshal is requesting both sides of the fire lane, one onto Carmen Avenue and the other onto Claude Way, to be open at the curb, therefore, the applicant is also asking for a driveway spacing and setback variance. The variances would bring the driveway into compliance with the Zoning Ordinance.

Planning Staff: Based on the information provided and the conditions listed in the attached resolutions, staff is recommending **approval** of the Conditional Use Permit to exceed impervious surface in the shoreland district, the Conditional Use Permit for outdoor storage, and Variances from the driveway setback and spacing guidelines.

Planning Commission: Recommended **approval** of the requests at their November 17, 2009 meeting with the conditions listed in the attached resolutions (6-0).

- Attachments:
- Approval resolution for the CUP to exceed impervious surface
 - Approval resolution for the CUP to allow outdoor storage in the I-1 district
 - Approval resolution for the Variance requests
 - Planning Commission recommendation
 - Planning staff report

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

RESOLUTION NO. _____

**RESOLUTION APPROVING A CONDITIONAL USE PERMIT TO ALLOW IMPERVIOUS
COVERAGE ON A LOT UP TO 45% IN THE SHORELAND OVERLAY DISTRICT**

MJOJO Inc.
Case No. 09-39C

WHEREAS, an application for Conditional Use Permit has been submitted for the property legally described as:

**LOTS 1, 2, 8, 9, & 10, BLOCK 2, SOUTHEAST METRO IND PARK, DAKOTA
COUNTY, MINNESOTA**

WHEREAS, the request is to allow up to 45% impervious coverage, exceeding the maximum impervious coverage allowed on a lot in the shoreland overlay district;

WHEREAS, the aforescribed property is zoned I-1, Limited Industry;

WHEREAS, the underlying zoning district of I-1 does not have an impervious coverage maximum;

WHEREAS, the request was sent to the DNR for review, they responded stating they have no concerns with the added impervious surface with its proximity to Boher Pond;

WHEREAS, the request has been reviewed against Title 10, Chapter 3, Article A, Section 10-3A-5 regarding the criterion for a Conditional Use Permit such as consistency with the Comprehensive Plan, conformity with the Zoning Ordinance and compatibility with adjacent properties, among other criteria, the request meets all of the minimum standards;

WHEREAS, a public hearing concerning the conditional use permit was held before the Inver Grove Heights Planning Commission in accordance with Minnesota Statute, Section 462.357, Subdivision 3 on November 17, 2009;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS, that a Conditional Use Permit to exceed the allowed impervious coverage in the shoreland overlay district is hereby approved with the following conditions:

1. The site shall be developed in substantial conformance with the plans on file with the Planning Division except as modified herein.
2. A storm water facilities maintenance agreement shall be drafted by the City Attorney and executed by the owner prior to issuance of the building permit for a curb cut.
3. Prior to the issuance of a building permit, an Engineering cash escrow of \$7500 and letter of credit to ensure the proper construction of the improvements by June 15, 2010.
4. Prior to the issuance of a building permit, additional escrow of \$1500 will be required for maintenance of the rain garden until full establishment and approval by the City Engineer.
5. The concrete commercial entrances shall be built according to City standard detail.
6. The Owner shall depict on the plans the storage area designated around the landscape drop-off zone. Perimeter control (landscape border, short fence, retaining block, etc.) shall be shown on the plans in order to delineate the area to be used and to retain landscape materials from spilling out of the drop-off zone.
7. Prior to issuance of a building permit, all conditions addressed in the Preliminary Plan Review Comments memo dated 11/10/09 from the Engineering Department shall be addressed to the satisfaction of the City Engineer.
8. All final development plans shall be subject to the review and approval of the City Fire Marshal.

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

Adopted by the City Council of Inver Grove Heights this 23rd day of November, 2009.

AYES:
NAYS:

George Tourville, Mayor

ATTEST:

Melissa Rheame, Deputy Clerk

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

RESOLUTION NO. _____

**RESOLUTION APPROVING A CONDITIONAL USE PERMIT TO ALLOW OUTDOOR
STORAGE IN THE I-1 ZONING DISTRICT**

MJOJO Inc.
Case No. 09-39C

WHEREAS, an application for Conditional Use Permit has been submitted for the property legally described as:

**LOT 8, BLOCK 2, SOUTHEAST METRO IND PARK, DAKOTA COUNTY,
MINNESOTA**

WHEREAS, the request is to allow outdoor storage of landscaping materials in the designated area;

WHEREAS, the aforescribed property is zoned I-1, Limited Industry;

WHEREAS, the request has been reviewed against Title 10, Chapter 3, Article A, Section 10-3A-5 regarding the criterion for a Conditional Use Permit such as consistency with the Comprehensive Plan, conformity with the Zoning Ordinance and compatibility with adjacent properties, among other criteria, the request meets all of the minimum standards;

WHEREAS, a public hearing concerning the conditional use permit was held before the Inver Grove Heights Planning Commission in accordance with Minnesota Statute, Section 462.357, Subdivision 3 on November 17, 2009;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS, that a Conditional Use Permit to allow outdoor storage in the I-1 district is hereby approved subject to the following conditions:

1. The site shall be developed in substantial conformance with the plans on file with the Planning Division except as modified herein.

2. No outdoor storage is allowed on the property outside of the designated area.
3. The Owner shall depict on the plans the storage area designated around the landscape drop-off zone. Perimeter control (landscape border, short fence, retaining block, etc.) shall be shown on the plans in order to delineate the area to be used and to retain landscape materials from spilling out of the drop-off zone.
4. The City's Code Enforcement Officer shall be granted the right of access at all reasonable times to determine compliance with the terms of this conditional use permit.

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

Adopted by the City Council of Inver Grove Heights this 23rd day of November, 2009.

AYES:

NAYS:

ATTEST:

George Tourville, Mayor

Melissa Rheaume, Deputy Clerk

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

RESOLUTION NO. _____

**RESOLUTION APPROVING A DRIVEWAY SPACING AND SETBACK VARIANCE TO
ALLOW AN EXISTING FIRE LANE TO BE USED AS A DRIVEWAY**

MJOJO Inc.
Case No. 09-39C

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

**LOTS 1, 2, 9, & 10 BLOCK 2, SOUTHEAST METRO IND PARK, DAKOTA
COUNTY, MINNESOTA**

WHEREAS, the aforescribed property is zoned I-1, Limited Industry;

WHEREAS, the request is to allow the existing fire lane to be utilized as a driveway;

WHEREAS, the existing fire lane encroaches within the five foot driveway setback;

WHEREAS, the City Fire Marshal is requesting a curb cut onto Carmen Avenue which would encroach into the 50' driveway spacing guidelines along a collector street;

WHEREAS, the City of Inver Grove Heights Planning Commission reviewed the request on November 17, 2009 in accordance with City Code Title 10, Chapter 3, Section 10-3-4;

WHEREAS, a Variance may be granted by the City Council from the strict application of the provisions of the Zoning Code and conditions and safeguards imposed in the variance so granted where practical difficulties or particular hardships result from carrying out the strict

letter of the regulations of the Zoning Code, as per City Code, Title 10, Chapter 3, Section 10-3-4;

WHEREAS, a hardship was found to exist in that the existing location of the driveway does not have a negative impact on the surrounding properties for future or existing development, the opening of both curbs is requested from the City Fire Marshal, and keeping the driveway in the existing location results in less land disturbance overall.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS, that the variance is hereby approved with the following conditions:

1. All conditions addressed in the Preliminary Plan Review Comments memo dated 11/10/09 from the Engineering Department shall be addressed to the satisfaction of the City Engineer; this memo is on file with the Planning Department.
2. All final development plans shall be subject to the review and approval of the City Fire Marshal.
3. The City’s Code Enforcement Officer shall be granted the right of access at all reasonable times to determine compliance with the terms of this variance.

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

Adopted by the City Council of Inver Grove Heights this 23rd day of November, 2009.

George Tourville, Mayor

Ayes:

Nays:

ATTEST:

Melissa Rheaume, Deputy Clerk

**RECOMMENDATION TO
CITY OF INVER GROVE HEIGHTS**

TO: Mayor and City Council of Inver Grove Heights
FROM: Planning Commission
DATE: November 17, 2009
SUBJECT: **MJOJO INC. – CASE NO. 09-39C**

Reading of Public Notice

Commissioner Simon read the public hearing notice to consider the request for a conditional use permit to exceed the impervious surface in the Shoreland Overlay District, a conditional use permit for outdoor storage in the I-1 District, a variance for a driveway to be located within the five foot setback, and a variance from the minimum driveway spacing along a collector road, for the property located at 6240/6250 Carmen Avenue. 9 notices were mailed.

Presentation of Request

Heather Botten, Associate Planner, explained the request as detailed in the report. She advised that the request is for property located along Carmen Avenue and Claude Way. The applicant currently has an existing tenant located in the industrial building that would like to relocate to the northeast corner of the building. The tenant move would require a new turn-around area and an impervious “bump out” for the storage of landscaping materials. The applicant is requesting a conditional use permit to add 1% new impervious surface that would increase the total impervious from 43.6% to 44.6% whereas 25% is allowed in the development, located in a shoreland overlay district. The request meets the conditional use permit criterion and was sent to the DNR for review. The DNR responded that they had no concerns with the proposed development with its proximity to Bohrer Pond. Ms. Botten advised that the applicant is requesting a second conditional use permit to allow outdoor storage of landscaping materials in a designated area which would have its own “bump out” to maneuver the trucks while loading and unloading materials. As a condition of approval the fire marshal is requesting that both sides of the existing fire lane be open at the curb. Because of this, the applicant is requesting a driveway setback variance and a spacing variance to bring the property into compliance with the Zoning Code. Staff recommends approval of the request as listed in Alternative A of the staff report.

Chair Bartholomew asked what type of curb was on Claude Way, to which Ms. Botten replied a rollup.

Char Bartholomew questioned why a curb cut was needed as fire vehicles could easily drive over the curb.

Ms. Botten stated the issue regarding separation requirements was on Carmen Avenue.

Chair Bartholomew asked what type of material would be stored in the proposed outdoor storage area, to which Ms. Botten replied landscaping materials such as mulch.

Commissioner Simon asked for clarification of the location of Bohrer Pond.

Ms. Botten pointed out Bohrer Pond, advising that the subject property did not directly abut the lake.

Commissioner Simon asked if staff heard from any neighbors, to which Ms. Botten replied they had not.

Commissioner Simon asked for details of the proposed outdoor storage area.

Ms. Botten pointed out the proposed location, stating there would also be a 10-15 foot area surrounding the storage area which will be shown on a revised plan.

Commissioner Simon asked if the 10-15 foot area would be paved, to which Ms. Botten replied it would likely remain as is.

Opening of Public Hearing

The applicant, Kevin Reckinger, 7317 Boyd Avenue, advised he was available to answer any questions.

Drew Johnson of RJM Construction, 7003 West Lake Street, St. Louis Park, stated he represented the land owner.

Chair Bartholomew asked if the applicant was in agreement with Conditions 3 and 4, to which Mr. Reckinger replied in the affirmative.

Commissioner Simon asked if the applicant was in agreement with Condition 6, to which Mr. Reckinger replied in the affirmative.

Commissioner Simon asked what would be stored in the outside storage area.

Mr. Reckinger replied mulch, gravel, rock, etc. He questioned the need for a curb cut on Carmen Avenue as perhaps it would be more of a hindrance than a help due to the traffic volume of the road.

Mr. Johnson advised that the building owner would pay for the curb cut if it was City-mandated.

Chair Bartholomew advised that it was a condition from the Fire Marshal.

Planning Commission Discussion

Chair Bartholomew stated he supported the request.

Commissioner Simon stated it did not appear as if there was any stormwater runoff mitigation in place for the existing runoff, noting that recently the rules and regulations had changed to include rain gardens and other mitigation measures.

Ms. Botten stated it was possible that the pond to the south was being used for existing stormwater runoff, and she agreed that the current regulations were more stringent than when the original approvals were done. She advised that the proposed rain garden would treat the new impervious surface, not the existing.

Planning Commission Recommendation

Motion by Commissioner Roth, second by Commissioner Schaeffer, to approve on a white ballot the request for a conditional use permit to exceed the impervious surface in the Shoreland Overlay District, a conditional use permit for outdoor storage in the I-1 district, a variance for a driveway to be located within the five foot setback, and a variance from the minimum driveway spacing along a collector road, with the conditions and hardship as listed in the report, for the property located at 6240/6250 Carmen Avenue.

Motion carried (6/0). This item goes to the City Council on November 23, 2009.

PLANNING REPORT
CITY OF INVER GROVE HEIGHTS

REPORT DATE: November 12, 2009

CASE NO.: 09-39C

HEARING DATE: November 17, 2009

APPLICANT AND PROPERTY OWNER: MJOJO Inc.

REQUEST: Conditional Use Permit to exceed impervious surface in the shoreland district, Conditional Use Permit for outdoor storage, and Variances from the driveway setback and spacing guidelines.

LOCATION: 6240 Carmen Avenue

COMPREHENSIVE PLAN: Industrial Office Park

ZONING: I-1 Limited Industrial
Shoreland Overlay District

REVIEWING DIVISIONS: Planning
Engineering

PREPARED BY: Heather Botten 
Associate Planner

BACKGROUND

In 1988 the proposed property received a variance to allow 39% impervious surface, exceeding the maximum allowed to develop the industrial warehouse site. Since that time the shoreland regulations have changed; a conditional use permit is now required instead of a variance to go above the maximum impervious coverage. Also, sometime after the 1988 approval, a fire lane was installed as required from the City Fire Marshal along the northern part of the property; this impervious surface is in addition to the 39%.

The applicant currently has an existing tenant located in the industrial building that would like to relocate to the northeast corner of the building. The landscaping business would require a new turn around area, an impervious "bump out", and new dock door. The footprint of the building would not be changing. The property is located in the Shoreland Overlay district which allows a maximum 25% impervious surface in a development. The property currently has 43.6% impervious surface. The applicant is requesting a Conditional Use Permit to add impervious surface that would increase the total to 44.6% impervious surface. Additionally, the applicant is asking for a second Conditional Use Permit to allow outdoor storage of landscaping materials. As a condition of approval, the Fire Marshal is requesting both sides of the fire lanes, one onto Carmen Avenue and the other onto Claude Way, to be open at the curb, therefore, the applicant is also asking for a driveway spacing and setback variance. When the fire lane was installed it was not intended to be used for driveway purposes; the variances would bring the property into compliance with the Zoning Ordinance.

SPECIFIC REQUEST

To develop the property as proposed the following specific applications are being requested:

- a.) A **Conditional Use Permit** to exceed the impervious surface in the Shoreland Overlay District.
- b.) A **Conditional Use Permit** for outdoor storage in the I-1 District.
- c.) A **Variance** for a driveway to be located within the five foot setback.
- d.) A **Variance** from the minimum driveway spacing along a collector road.

EVALUATION OF THE REQUEST

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

North	Industrial; zoned I-1; guided Industrial Office Park
East	Industrial; zoned I-1; guided Industrial Office Park
South	Industrial; zoned I-1; guided Industrial Office Park
West	Multi-family and Industrial; zoned R-3C/I-1; guided IOP and Medium Density Residential

SITE PLAN REVIEW

Access. A new access point would be created along Claude Way. Additionally an existing fire lane would be used as a driveway, opening up an access point along Carmen Avenue and along Claude Way.

Impervious surface. The existing lot of record currently has about 43.6% impervious surface, including the building, parking lot, and fire lane. The applicant is proposing to add about 5,684 square feet of impervious surface, increasing the total to 44.6% impervious cover.

CONDITIONAL USE PERMIT TO EXCEED 25% IMPERVIOUS SURFACE

The site is located in the shoreland overlay district for Bohrer Pond (DNR Lake #19-34). Impervious surface coverage is limited to 25% of the development in the shoreland overlay district; this may be increased with a conditional use permit. Existing impervious surface on the lot is about 43.6%. The new impervious surface would increase this percentage to 44.6%.

The underlying zoning district of I-1, Limited Industry, does not have an impervious surface maximum.

Section 10-3A-5 of the Zoning Regulations lists criteria to be considered with all conditional use permit requests. This criterion generally relates to the Comprehensive Plan and Zoning consistency, land use impacts such as setbacks, drainage, and aesthetics, environmental impacts, and public health and safety impacts. The proposed conditional use permit meets the above criteria. The applicant has agreed to comply with the storm water treatment conditions, which help maintain the drainage and storm water runoff on the applicant's property.

DNR REVIEW

The request was sent to the DNR for review. A response was submitted back to the City from the DNR stating they have no concerns with the proposed development with its proximity to the lake.

CONDITIONAL USE PERMIT TO ALLOW OUTDOOR STORAGE

The request is to allow storage of landscaping materials on site in a designated area. The specific request for a CUP is reviewed below against the standards found in the Zoning Ordinance, Section 10-3A-5. This criterion generally relates to the Comprehensive Plan and Zoning consistency, land use impacts such as setbacks, drainage, and aesthetics, environmental impacts, and public health and safety impacts.

The proposed storage of landscaping materials for the site would be consistent with the Comprehensive Plan and Zoning Code as the proposed use would not have a detrimental effect on the surrounding properties and would be consistent with the type of uses allowed in the I-1 district.

The outdoor storage would have its own “bump” out to maneuver the trucks while loading and unloading materials. No parking would be allowed on the driveway, leaving the fire lane open for emergency purposes. The Fire Marshal is requesting curb cuts on both ends of the drive (Carmen Ave and Claude Way). A permit is required and final design documents must be submitted for approval by the Fire Marshal prior to any alteration of the fire lane system.

The applicant is working with the City Engineering Department to address any potential drainage issues. The proposed use itself would not have any direct impacts on the environment. The location of the outdoor storage would be limited to the approved area. No storage of material, leaves, etc. would be allowed outside of the approved area. If the property owner would like to expand beyond this area a Conditional Use Permit Amendment would have to be applied for.

VARIANCES

As indicated earlier, the applicant is requesting a variance from the spacing guidelines for a driveway and to encroach within the five foot driveway setback. The driveway setback is five feet from property lines. The majority of the driveway meets the five foot setback; there is one area along the northeast property line where the setback is not met. Additionally, the zoning code requires a 50 foot driveway spacing along collector roads. Carmen Avenue is a collector road. There would be about a 39 foot separation between the new curb opening and the closest access to the north. Variances from the driveway spacing guidelines and driveway setbacks shall be reviewed to bring the property into compliance with the zoning code.

City Code Title 10-3.4, states that the City Council may grant variances in instances where practical difficulties exist or where a hardship would be imposed upon the property owner if the code were strictly enforced. In order to grant the requested variances, the City Code identifies several criteria which are to be considered. The applicant’s request is reviewed below against those criteria.

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

The Fire Marshal is requesting curb cuts at both ends of the driveway. The driveway is existing; it was constructed for a fire lane. The applicant owns the property to the north along Claude Way. This land is not intended to be developed, therefore the slight encroachment into the setback would not impact another property owner or development. The northern property along Carmen Avenue is already developed; there is an access 39 feet away. The intent of the driveway separation is for public safety and traffic control. The proposed driveway would not be a high traffic area. The separation between the access points is almost 40 feet and the visibility of on-coming traffic along Carmen Avenue is not an issue.

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

The request is not contrary to the zoning code or comprehensive plan. The driveway is existing. There would be some minor improvements to bring the drive area up to engineering and fire code but the intent of the zoning code and comprehensive plan have been met.

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

The existing location of the driveway does not have any negative impact on the surrounding properties for future or existing development. The opening of both curbs is a request from the City Fire Marshal. Keeping the driveway in the existing location results in less land disturbance overall.

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

Economic considerations do appear to be a basis for this request. There is room on the property to remove the existing fire lane and install it further south, meeting setback and spacing guidelines.

ALTERNATIVES

The Planning Commission has the following actions available for the proposed requests:

- A. **Approval.** If the Planning Commission finds the application to be acceptable, the Commission should recommend approval of the requests with at least the following conditions:

- Approval of the **Conditional Use Permit** to exceed the maximum impervious surface allowed in the shoreland overlay district subject to the following conditions:

1. The site shall be developed in substantial conformance with the plans on file with the Planning Division except as modified herein.
 2. A storm water facilities maintenance agreement shall be drafted by the City Attorney and executed by the owner prior to issuance of the building permit.
 3. Prior to the issuance of a building permit, an Engineering cash escrow of \$7500 and letter of credit to ensure the proper construction of the improvements by June 15, 2010.
 4. Prior to the issuance of a building permit, additional escrow of \$1500 will be required for maintenance of the rain garden until full establishment and approval by the City Engineer.
 5. The concrete commercial entrances shall be built according to City standard detail.
 6. The Owner shall depict on the plans the storage area designated around the landscape drop-off zone. Perimeter control (landscape border, short fence, retaining block, etc.) shall shown on the plans in order delineate the area to be used and to retain landscape materials from spilling out of the drop-off zone.
 7. Prior to issuance of building permits, all conditions addressed in the Preliminary Plan Review Comments memo dated 11/10/09 from the Engineering Department shall be addressed to the satisfaction of the City Engineer.
 8. All final development plans shall be subject to the review and approval of the City Fire Marshal.
- Approval of the **Conditional Use Permit** to allow outdoor storage of landscaping material subject to the following conditions:
 1. The site shall be developed in substantial conformance with the plans on file with the Planning Division except as modified herein.
 2. No outdoor storage is allowed on the property outside of the designated area.
 3. The Owner shall depict on the plans the storage area designated around the landscape drop-off zone. Perimeter control (landscape border, short fence, retaining block, etc.) shall shown on the plans in order delineate the area to be used and to retain landscape materials from spilling out of the drop-off zone.

- Approval of a **Variance** from the spacing guidelines for a driveway and to encroach within the five foot driveway setback subject to the following conditions:
 1. Prior to issuance of building permits, all conditions addressed in the Preliminary Plan Review Comments memo dated 11/10/09 from the Engineering Department shall be addressed to the satisfaction of the City Engineer.
 2. All final development plans shall be subject to the review and approval of the City Fire Marshal.

Hardship: The existing location of the driveway does not have a negative impact on the surrounding properties for future or existing development. The opening of both curbs is requested from the City Fire Marshal. Keeping the driveway in the existing location results in less land disturbance overall.

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

RECOMMENDATION

Based on the information in the preceding report and the conditions listed in Alternative A, staff is recommending approval of the Conditional Use Permit to exceed impervious surface in the shoreland district, Conditional Use Permit for outdoor storage, and Variances from the driveway setback and spacing guidelines.

Attachments: Exhibit A –Zoning Map
Exhibit B- Site Plan
Exhibit C- Impervious Area
Exhibit D – Grading Plan



MJOJO Case No. 09-39C

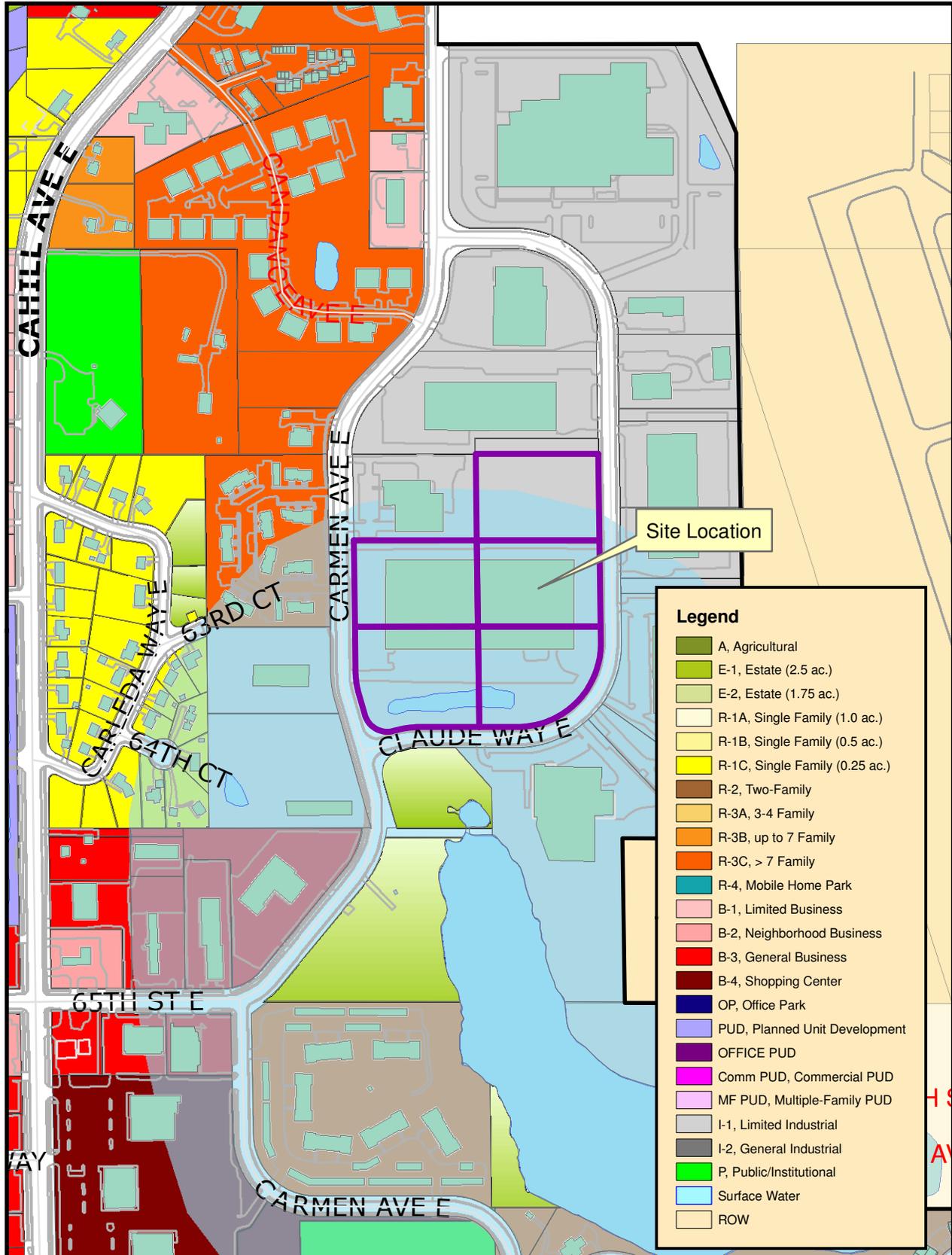


Exhibit A
Zoning Map

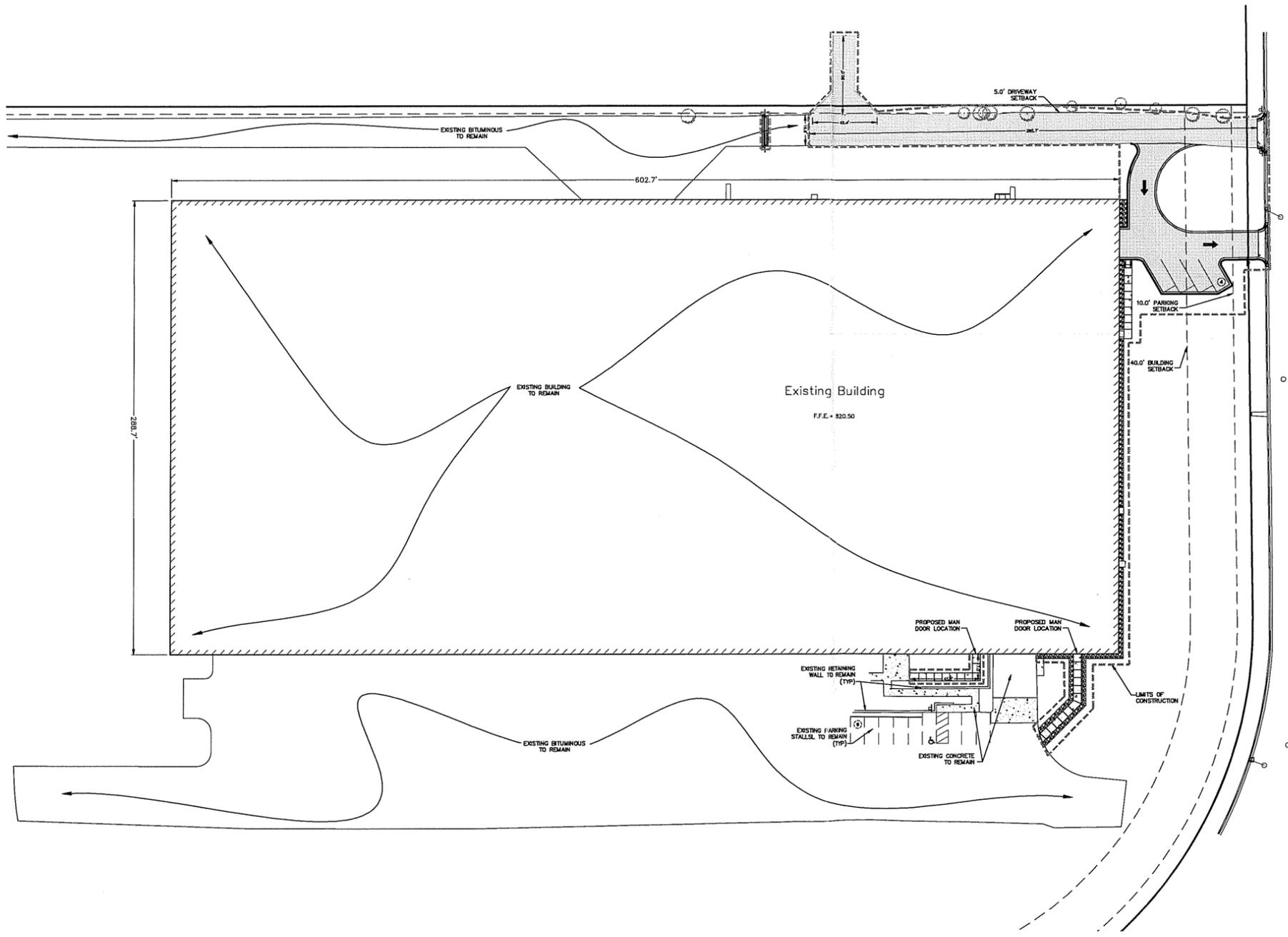


I hereby certify that this plan was prepared by me or a duly Licensed Professional Engineer under the supervision of a Licensed Professional Engineer under the laws of the State of Minnesota.
 DATE: 11/16/09 LIC. NO. 41619
 Arcan L. Hamrosh

DESIGNED: KLG
 DRAWN: KLG
 CHECKED: KLG

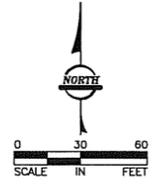
REVISIONS:
 11/17/09/09-CITY COMMENTS

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 Minneapolis, MN
 St. Paul, MN
 Woodbury, MN
 Phone: 612 533 9722
 Fax: 612 533 9723
 www.rlkinc.com
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LEGEND

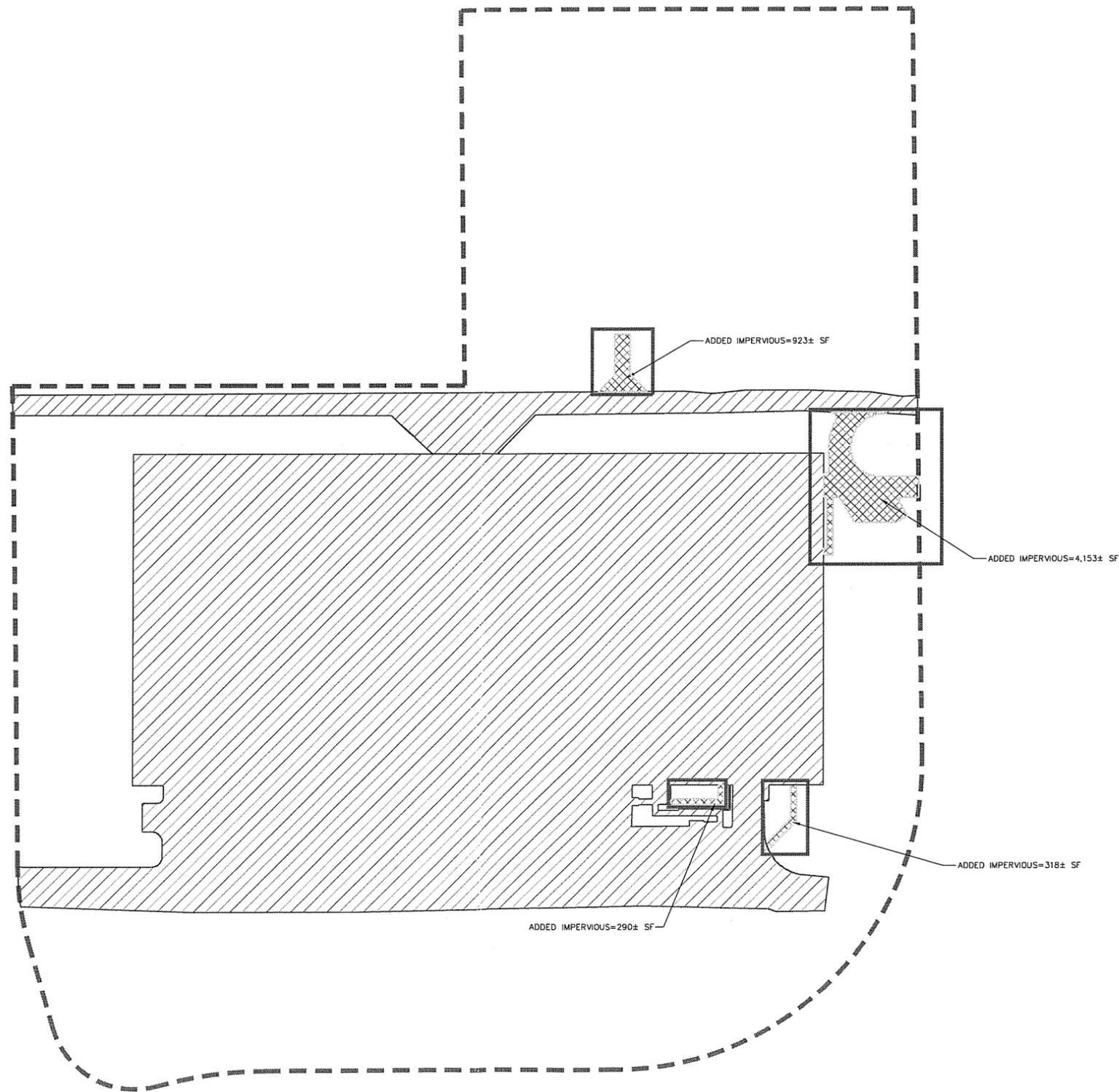
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RIGHT OF WAY	---	---
SETBACK LINE	---	---
CURB LINE	---	---
BITUMINOUS PAVEMENT	[Pattern]	[Pattern]
CONCRETE PAVEMENT	[Pattern]	[Pattern]
LIGHT POLE	⊕	⊕
POWER POLE	⊕	⊕
SIGN	⊕	⊕
HANDICAP PARKING	♿	♿
LIMITS OF CONSTRUCTION	---	---



RJM CONSTRUCTION
 7003 WEST LAKE STREET
 SUITE 400
 ST. LOUIS PARK, MN 55426

SHEET # 1/3
 PROJECT # 2008175M
 DATE 10/16/09
 SUPERIOR SWATCH AND STORAGE
 INVER GROVE HEIGHTS, MN 55076
 OVERALL SITE PLAN

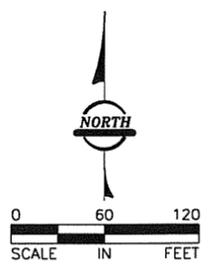
B



SITE AREA

TOTAL SITE AREA=582,980 SF (13.38 AC)
 PROPOSED IMPERVIOUS AREA=260,133 SF (5.97 AC)
 PROPOSED IMPERVIOUS PERCENTAGE=44.6%
 ADDED IMPERVIOUS AREA=5,684 SF (0.13 AC)

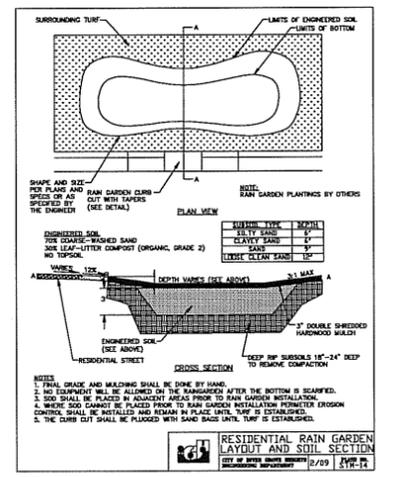
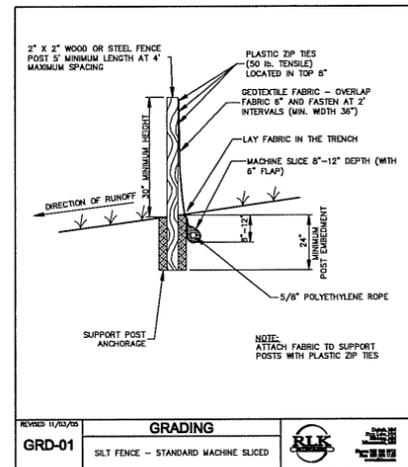
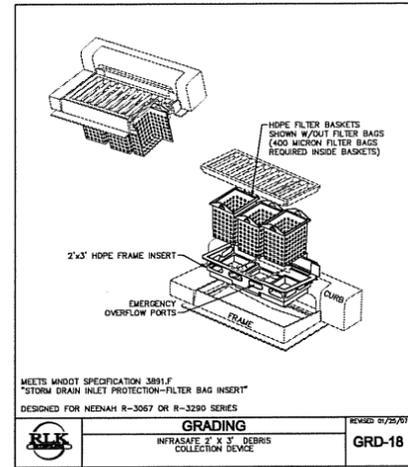
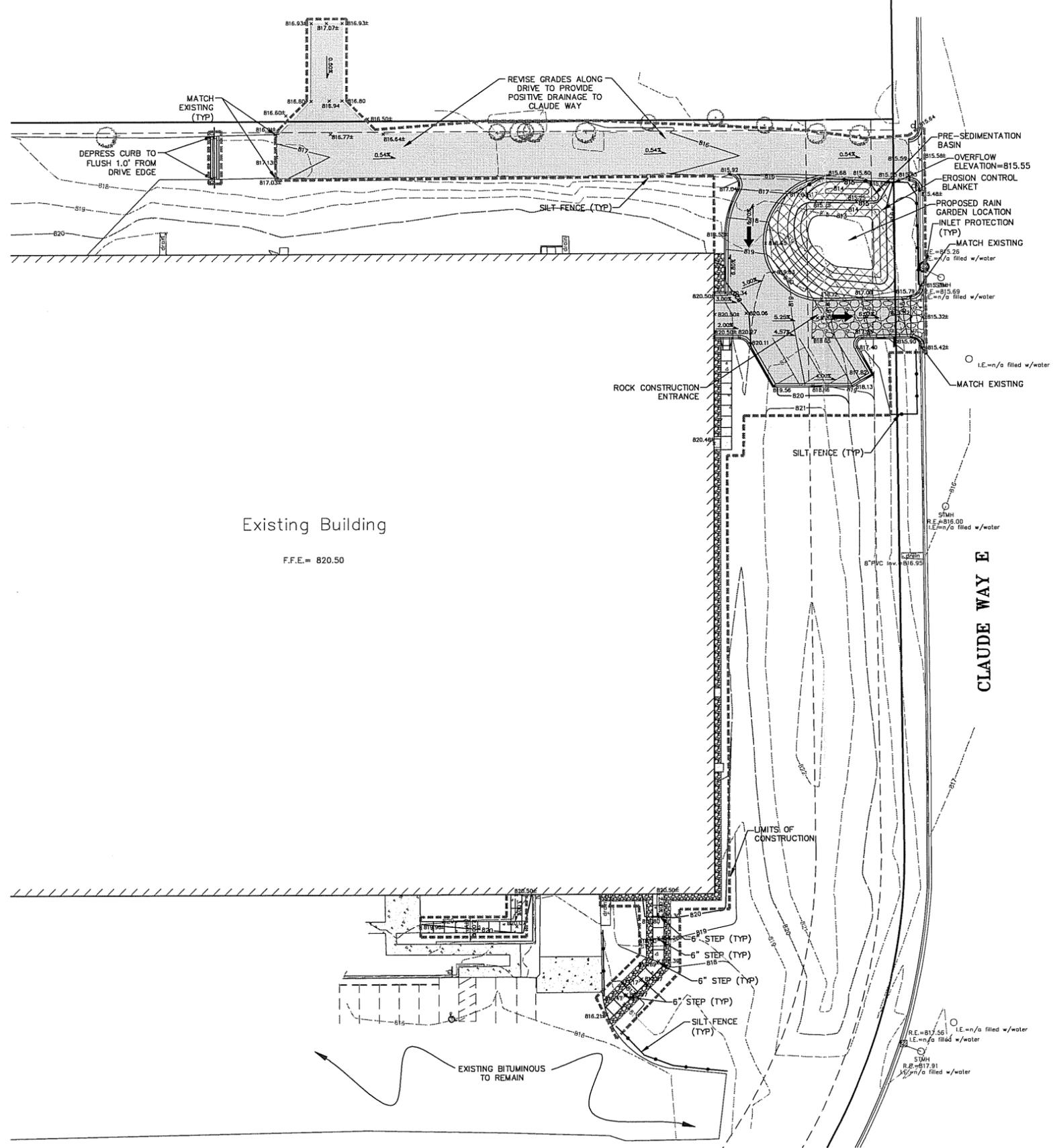
- PROPERTY AREA
- EXISTING IMPERVIOUS
- PROPOSED IMPERVIOUS



Superior Swatch and Storage, Inver Grove Heights, MN

Proposed Impervious Area

Date: 11/6/09



EROSION CONTROL NOTES

ALL EROSION CONTROL MEASURES MUST BE INSTALLED PRIOR TO COMMENCEMENT OF GRADING OPERATIONS AND BE MAINTAINED UNTIL ALL DISTURBED AREAS ON THE SITE HAVE BEEN RESTORED.

ALL CONSTRUCTION ENTRANCES SHALL BE SURFACED WITH CRUSHED ROCK ACROSS FULL WIDTH, FROM ENTRANCE POINT TO 75 FEET INTO CONSTRUCTION ZONE (REFER TO DETAIL).

ALL SLOPES 3:1 OR STEEPER, NOT TO BE SODDED AND GREATER THAN 8 FEET IN HEIGHT, SHALL HAVE EROSION CONTROL FABRIC INSTALLED ON SLOPE PER MNDOT SPEC. 3885. VERIFY RESTORATION METHOD AND SEED MIXTURE. CONTRACTOR TO SUBMIT SHOP DRAWING TO ENGINEER FOR APPROVAL PRIOR TO INSTALLATION.

TEMPORARY EROSION CONTROL TO BE PLACED AROUND STORM SEWER STRUCTURES DURING CONSTRUCTION (REFER TO DETAIL).

SEDIMENT SHALL BE REMOVED FROM ALL SEDIMENT CONTROL DEVICES AS NECESSARY AND MUST BE REMOVED IF DESIGN CAPACITY HAS BEEN REDUCED BY 50%.

SEDIMENT TRACKED OFF-SITE, AS A RESULT OF CONSTRUCTION TRAFFIC, SHALL BE MINIMIZED AND SWEEPED ON A DAILY BASIS.

ALL DISTURBED AREAS SHALL BE RESTORED WITH SO, SEED, WOOD FIBER BLANKET OR PAVED SURFACE WITH 14 DAYS.

GRADING NOTES

CONTRACTOR SHALL FIELD VERIFY LOCATIONS AND ELEVATIONS OF EXISTING UTILITIES AND TOPOGRAPHIC FEATURES PRIOR TO THE COMMENCEMENT OF SITE GRADING. THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE ENGINEER OF DISCREPANCIES OR VARIATIONS FROM THE PLANS.

ALL EXISTING UTILITY LOCATIONS SHOWN ARE APPROXIMATE. CONTACT "GOPHER STATE ONE CALL" (651-454-0002) FOR UTILITY LOCATIONS, 48 HOURS PRIOR TO EXCAVATION.

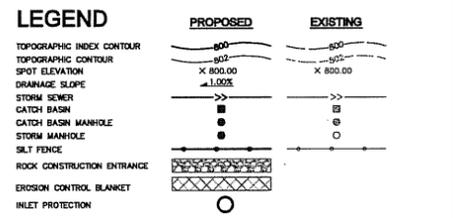
CONTRACTOR SHALL STRIP, STOCKPILE AND RE-SPREAD SUFFICIENT TOPSOIL TO PROVIDE A MINIMUM 4 INCH DEPTH (COMPACTED) TO ALL DISTURBED AREAS TO BE SODDED OR SEEDED.

THE SITE GRADING OPERATIONS, WHEN COMPLETED, SHALL RESULT IN ALL AREAS BEING GRADED TO "PLAN SUBGRADE ELEVATION". THIS "PLAN SUBGRADE ELEVATION" SHALL BE CONSISTENT WITH THE GEOTECHNICAL REPORT FOR BUILDING AND PAVEMENT AREAS. THE "PLAN SUBGRADE ELEVATION" IN THE PARKING LOT AND DRIVEWAY AREAS SHALL BE DETERMINED BY CHECKING THE PAVEMENT SECTION DETAILS AND REFERRING TO PAVING PLAN FOR LOCATIONS AND LIMITS OF VARIOUS PAVEMENT SECTIONS.

ALL SPOT ELEVATIONS REPRESENT FINISHED SURFACE OR GUTTER LINE GRADES UNLESS OTHERWISE NOTED.

REFER TO SITE PLAN FOR CURRENT HORIZONTAL SITE DIMENSIONS AND LAYOUT.

EXISTING TOPOGRAPHY PROVIDED BY RLK INCORPORATED



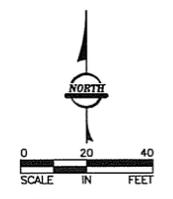
RLK
 RAIN GARDEN
 CONSULTING
 6110 Blue Cloud Drive • Suite 100 • Minneapolis, MN 55434
 Phone: 612 833 0772
 Fax: 612 833 0773
 www.rlkc.com

REVISIONS
 11/17/09 09-CITY COMMENTS
 SURVEYED: RLK
 DESIGNED: KLG
 DRAWN: KLG
 CHECKED: KLG

RJM CONSTRUCTION
 7003 WEST LAKE STREET
 SUITE 400
 ST. LOUIS PARK, MN 55426

SUPERIOR SWATCH AND STORAGE
 INVER GROVE HEIGHTS, MN
 GRADING AND EROSION CONTROL PLAN

SHEET 3/3
 PROJECT # 2009178A
 DATE 10/16/09



CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Approval of the Comprehensive Park Plan and Development Guide

Meeting Date: November 23, 2009
Item Type: Regular Agenda
Contact: Eric Carlson – 651.450.2587
Prepared by: Eric Carlson
Reviewed by: Eric Carlson – Parks & Recreation

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

PURPOSE/ACTION REQUESTED

Provide final approval of the Comprehensive Park Plan & Development Guide.

SUMMARY

Over the last two years, the Park and Recreation Commission and City Council have been working to update the Comprehensive Park Plan and Development Guide. The plan has similarities to the City’s Comprehensive Plan and the two documents work with each other. The last piece of information that needed to be finalized was the trail plan portion of the plan. With that piece now decided, it is appropriate for the Council to give final approval of the plan

There have been several public meetings with significant opportunities for the public to provide input. Changes that have been made to the City’s Comprehensive Plan have been incorporated into this document.

The plan does not bind the Council to any decision but instead acts as a guide or vision for the future of the park and recreation system. The plan outlines some of the financial needs for the system going forward that will need to be carefully considered as the City establishes a financial management plan.

It is expected that the plan will be used to make park and recreation decision in the future and will be updated on an every-other-year basis in odd numbered years. The Park and Recreation Commission reviewed this on November 18th and is recommending approval.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Request to Sell Park Property Adjacent to Oakwood Park

Meeting Date: November 23, 2009
Item Type: Regular Agenda
Contact: Eric Carlson – 651.450.2587
Prepared by: Eric Carlson
Reviewed by: Eric Carlson – Parks & Recreation

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

PURPOSE/ACTION REQUESTED

Mr. Doug Renner, 7907 Conroy Way is requesting that the City consider selling him approximately 546 sq feet of property adjacent to his property that is currently a part of Oakwood Park.

Before Mr. Renner invests his resources to comply with our process he would like reasonable assurance that the City will follow through with selling the property. Once Mr. Renner provides the necessary information and documentation, the item will be brought before the Council for formal action.

SUMMARY

The City has been locating park property boundaries of city park land. In some cases, the private property owners appear to have encroached onto city park land. On June 22, 2009 the Council directed staff to send a letter to residents who appear to have private improvements on City park property directing them to remove their encroachments.

On September 28th the Council directed staff to develop a process in which the City would place a value on city parkland. Each case would be handled on a case-by-case basis to determine if there are any adverse impacts in selling the public park property to the private property owner. If the Council determines the land should not be sold, the City would require that the private improvements be removed by the property owner at the property owner's expense. In cases where it is determined the property can be sold the following process would be used:

- City would determine the value of the land by using the Dakota County property web site. (<http://gis.co.dakota.mn.us/scripts/esrimap.dll?Name=webq1&Cmd=Map&>)
- City would check land value for four properties in the immediate area of the property in question plus the property currently owned by the property owner
- The value of the property would be converted into a cost per square foot
- The values would be added and averaged together to determine the average value per square foot
- The average value would be used and multiplied by the square footage needed to correct the encroachment of the private land owner
- Once the value is determined, the landowner would be given the option to purchase the property once approved by the City Council.

- Landowner would pay for all costs associated with:
 - Survey
 - Recording
 - Preparation of Legal Documents
 - Filing Fee(s)
 - City Attorney Fee(s)

- City Attorney would review landowner prepared documents to determine accuracy\correctness

- Once the City Attorney approves of the documents, the sale would be brought before the City Council for official action.

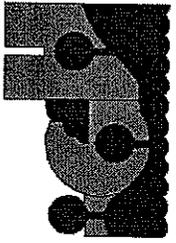
The following are three examples taken around three parks in the city:

Oakwood Park

	Address	Street	Acres	2009 Estimated Land Value	Sq Ft	Value per sq ft
	7907	Conroy Way E	0.29	\$ 59,200	12,632.40	\$ 4.69
	7897	Conroy Way E	0.28	\$ 60,300	12,196.80	\$ 4.94
	7915	Conroy Way E	0.28	\$ 56,400	12,196.80	\$ 4.62
	7927	Conroy Way E	0.29	\$ 56,400	12,632.40	\$ 4.46
	7885	Conroy Way E	0.29	\$ 56,400	12,632.40	\$ 4.46
Total			1.43	\$ 288,700	62,290.80	\$ 23.18
Average			0.286	\$ 57,740	12,458.16	\$ 4.64

The Park and Recreation Commission vote on the issue was 4-4.

PARKS & RECREATION



Inver Grove Heights

OAKWOOD PARK

November 2007
Map produced by the City of Inver Grove Heights



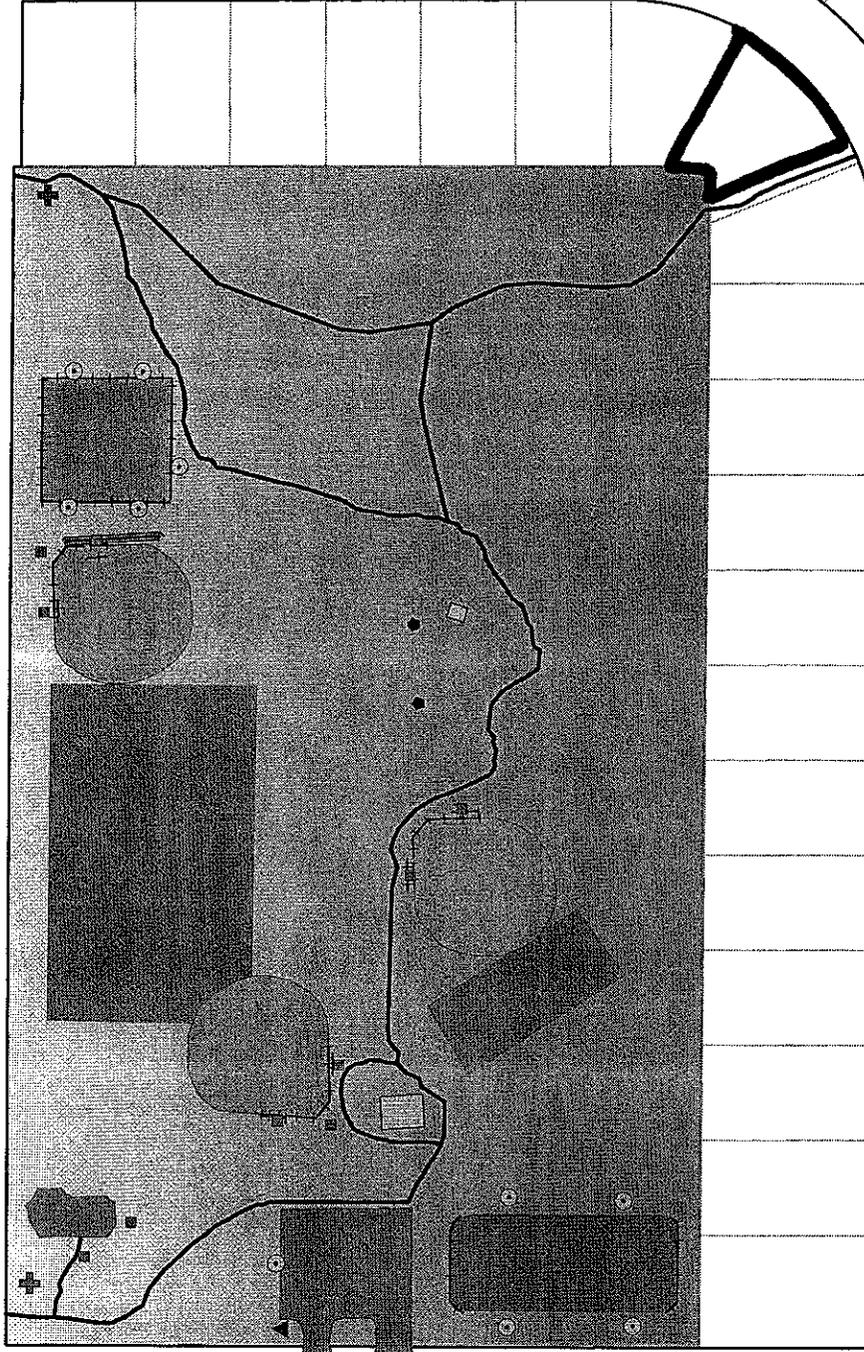
78TH STE

CLAYTON AVE

CONROY WAY E

Legend

- BENCHES
- GRILLS
- LIGHTPOLES
- PARK NAME SIGN
- SIRENS
- STONE PARK SIGN
- FENCE
- RETAINING WALL
- BITUMINOUS TRAILS
- BALL FIELDS
- PARK BUILDING
- PLAYGROUNDS
- RINKS
- SOCCER FIELDS
- TENNIS COURTS
- PARKING LOT



THIS DRAWING IS NEITHER A LEGALLY RECORDED MAP NOR A LEGALLY RECORDED INSTRUMENT TO BE USED AS ONE. THE DRAWING IS A PRELIMINARY DESIGN AND THE DATA LOCATED THEREIN VARIOUS CITY, COUNTY AND STATE DEPARTMENTS AND AGENCIES. THE CITY OF INVER GROVE HEIGHTS IS NOT RESPONSIBLE FOR ANY DAMAGE OR INJURY TO PERSONS OR PROPERTY CAUSED BY THE USE OF THIS DRAWING.

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

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DARCY M. ERICKSON
DAVID S. KENDALL
BRIDGET McCAULEY NASON
DAVID B. GATES
•
HAROLD LEVANDER
1910-1992
•
ARTHUR GILLEN
1919-2005
•
• ROGER C. MILLER
1924-2009

MEMO

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

TO: Mayor and Councilmembers
FROM: Timothy J. Kuntz, City Attorney
DATE: November 18, 2009
RE: Electric Franchise Ordinance with Dakota Electric Association – 11/23/09
Council Meeting (Second Reading)

Section 1. Background. The current Electric Franchise with Dakota Electric Association expires at the end of 2009.

The Administration Department, Public Works Department and the City Attorney recommend adoption of the Ordinance.

The first reading of the Ordinance occurred on November 9, 2009. No changes have been made from the first reading.

Section 2. Council Action. The Council is asked to consider the second reading of the attached Ordinance at its November 23, 2009, Council meeting.

ELECTRIC FRANCHISE ORDINANCE

ORDINANCE NO. 2009-____

CITY OF INVER GROVE HEIGHTS, DAKOTA COUNTY, MINNESOTA

AN ORDINANCE GRANTING A FRANCHISE TO DAKOTA ELECTRIC ASSOCIATION, A MINNESOTA CORPORATION AND ITS SUCCESSORS AND ASSIGNS, PERMISSION TO CONSTRUCT, OPERATE, REPAIR AND MAINTAIN IN THE CITY OF INVER GROVE HEIGHTS, MINNESOTA, AN ELECTRIC DISTRIBUTION SYSTEM AND TRANSMISSION LINES, INCLUDING NECESSARY POLES, LINES, FIXTURES AND APPURTENANCES, FOR THE FURNISHING OF ELECTRIC ENERGY TO THE CITY, ITS INHABITANTS, AND OTHERS, AND TO USE THE PUBLIC GROUNDS AND PUBLIC WAYS OF THE CITY FOR SUCH PURPOSES.

THE CITY COUNCIL OF THE CITY OF INVER GROVE HEIGHTS, DAKOTA COUNTY, MINNESOTA ORDAINS:

SECTION 1. DEFINITIONS.

For purposes of this Ordinance, the following capitalized terms listed in alphabetical order shall have the following meanings:

1.1 **City.** The City of Inver Grove Heights, County of Dakota, State of Minnesota.

1.2 **City Utility System.** Facilities used for providing non-energy related public utility service owned or operated by City or agency thereof, including sewer, storm sewer, water service, street lighting and traffic signals, but excluding facilities for providing heating, lighting or other forms of energy.

1.3 **Commission.** The Minnesota Public Utilities Commission, or any successor agency or agencies, including an agency of the federal government, which preempts all, or part of the authority to regulate electric retail rates now vested in the Minnesota Public Utilities Commission.

1.4 **Company.** Dakota Electric Association, a Minnesota corporation, its successors and assigns, including all successors or assignees that own or operate any part or parts of the Electric Facilities subject to this franchise.

1.5 **Electric Facilities.** Electric transmission and distribution towers, poles, lines, guys, anchors, conduits, fixtures, and necessary appurtenances owned or operated by Company for the purpose of providing electric energy for public use.

1.6 **Non-Betterment Costs.** Costs incurred by Company from relocation, removal or rearrangement of Electric Facilities that do not result in an improvement to the Electric Facilities.

1.7 **Notice.** A written notice served by one party on the other party referencing one or more provisions of this Ordinance. Notice to Company shall be mailed to 4300 – 220th Street West, Farmington, MN 55024. Notice to the City shall be mailed to the City Administrator, City Hall, 8150 Barbara Avenue, Inver Grove Heights, MN 55077. Either party may change its respective address for the purpose of this Ordinance by written notice to the other party.

1.8 **Public Ground.** Land owned by the City for park, open space or similar purpose, which is held for use in common by the public.

1.9 **Public Way.** Public right-of-way within the City as defined in Minn. Stat. § 237.162 subd. 3.

SECTION 2. ADOPTION OF FRANCHISE.

2.1 Grant of Franchise. City hereby grants Company, for a period of twenty (20) years from the date passed and approved by the City, the right to transmit and furnish electric energy for light, heat, power and other purposes for public and private use within and through the limits of the City as its boundaries now exist or as they may be extended in the future. For these purposes, Company may construct, operate, repair and maintain Electric Facilities in, on, over, under and across the Public Grounds and Public Ways of City, subject to the provisions of this Ordinance. Company may do all reasonable things necessary or customary to accomplish these purposes, subject, however, to such reasonable regulations as may be imposed by the City pursuant to ordinance and to the further provisions of this franchise agreement.

2.2 Effective Date; Written Acceptance. This franchise agreement shall be in force and effect from and after passage of this Ordinance, its acceptance by Company, and its publication as required by law. The City by Council resolution may revoke this franchise agreement if Company does not file a written acceptance with the City within 90 days after publication.

2.3 Service and Rates. The service to be provided and the rates to be charged by Company for electric service in City are subject to the jurisdiction of the Commission. The area within the City in which Company may provide electric service is subject to the provisions of Minnesota Statutes, Section 216B.40.

2.4 Publication Expense. The expense of publication of this Ordinance will be paid by City and reimbursed to City by Company.

2.5 Dispute Resolution. If either party asserts that the other party is in default in the performance of any obligation hereunder, the complaining party shall notify the other party of the default and the desired remedy. The notification shall be written. Representatives of the parties must promptly meet and attempt in good faith to negotiate a resolution of the dispute. If the dispute is not resolved within 30 days of the written notice, the parties may jointly select a mediator to facilitate further discussion. The parties will equally share the fees and expenses of this mediator. If a mediator is not used or if the parties are unable to resolve the dispute within 30 days after first meeting with the selected mediator, either party may commence an action in

District Court to interpret and enforce this franchise or for such other relief as may be permitted by law or equity for breach of contract, or either party may take any other action permitted by law or equity.

SECTION 3. LOCATION, OTHER REGULATIONS.

3.1 Location of Facilities. Electric Facilities shall be located, constructed and maintained so as not to interfere with the safety and convenience of ordinary pedestrian and vehicular travel along and over Public Ways and so as not to disrupt normal operation of any City Utility System installed prior to the Electric Facilities. Electric Facilities to be located on Public Grounds shall be located as determined by the City. Company's construction, reconstruction, operation, repair, maintenance and location of Electric Facilities shall be subject to permits if required by separate ordinance and to other reasonable regulations of the City to the extent not inconsistent with the terms of this franchise agreement. Company may abandon underground Electric Facilities in place, provided at the City's request, Company will remove abandoned metal or concrete encased conduit interfering with a City improvement project, but only to the extent such conduit is uncovered by excavation as part of the City improvement project.

The Company shall notify the City at least one (1) month prior to the Company's abandonment of underground Electric Facilities. The Company, on an annual basis, shall provide the City with the mapping information identified in Minnesota Rules, Part 7819.4100, subd. 2 with respect to abandoned underground Electric Facilities.

3.2 Field Locations and Mapping Information. Company shall provide field locations for its underground Electric Facilities within City consistent with the requirements of Minnesota Statutes, Chapter 216D. Company shall provide current mapping information in an electronic format acceptable to the City for any of its Electric Facilities in accordance with Minnesota Rules Parts 7819.4000 and 7819.4100 and other applicable state and federal laws.

3.3 Street Openings. Company shall not open or disturb any Public Ground or Public Way for any purpose without first having obtained a permit from the City, if required by a separate ordinance, for which the City may impose a reasonable fee. Permit conditions imposed on Company shall not be more burdensome than those imposed on other utilities for similar facilities or work. Company may, however, open and disturb any Public Ground or Public Way without permission from the City where an emergency exists requiring the immediate repair of Electric Facilities. In such event Company shall notify the City by telephone to the office designated by the City as soon as practicable. Not later than the second working day thereafter, Company shall obtain any required permits and pay any required fees.

3.4 Restoration. After undertaking any work requiring the opening of any Public Ground or Public Way, Company shall restore the same, including paving and its foundation, to as good a condition as formerly existed, and also in accordance with Minnesota Rules, Part 7819.1100 and applicable City ordinances to the extent consistent with law. Company shall maintain the surface in good condition for six (6) months on unpaved surfaces (including boulevard areas) and two (2) years on any paved surface (including paved areas of streets,

sidewalks and trails). The work shall be completed as promptly as weather permits. If Company shall not promptly perform and complete the work, remove all dirt, rubbish, equipment and material, and put the Public Ground or Public Way in the said condition, the City shall have, after demand to Company to cure and the passage of a reasonable period of time following the demand, but not to exceed five days, the right to make the restoration at the expense of Company. Company shall pay to the City the cost of such work done for or performed by the City or its designees. This remedy shall be in addition to any other remedy available to the City for noncompliance with this Section 3.4, but the City hereby waives any requirement for Company to post a construction performance bond, certificate of insurance, letter of credit or any other form of security or assurance that may be required, under a separate existing or future ordinance of the City, of a person or entity obtaining the City's permission to install, replace or maintain facilities in a Public Way or on Public Ground. Notwithstanding the foregoing, the City reserves the right to require a performance bond for new installation, replacement, or repairs, when the Company's completion of its work is required in order for the City to proceed on a timely basis with a public improvement project.

3.5 Avoid Damage to Electric Facilities. Nothing in this Ordinance relieves any person from liability arising out of the failure to exercise reasonable care to avoid damaging Electric Facilities while performing any activity.

3.6 Notice of Improvements. The City must give Company reasonable notice of plans for improvements to Public Grounds or Public Ways where the City has reason to believe that Electric Facilities may affect or be affected by the improvement. The notice must contain: (i) the nature and character of the improvements, (ii) the Public Grounds and Public Ways upon which the improvements are to be made, (iii) the extent of the improvements, (iv) the time when the City will start the work, and (v) if more than one Public Ground or Public Way is involved, the order in which the work is to proceed. The notice must be given to Company a sufficient length of time in advance of the actual commencement of the work to permit Company to make any necessary additions, alterations or repairs to its Electric Facilities.

3.7 Shared Use of Poles. Company shall make space available on its poles or towers for City fire, water utility, police or other City facilities whenever such use will not interfere with the use of such poles or towers by Company, by another electric utility, by a telephone utility, or by any cable television company or other form of communication company. In addition, the City shall pay for any added cost incurred by Company because of such use by City. Any facilities attached to Company facilities shall be installed and maintained in accordance with the National Electric Safety Code (NESC).

SECTION 4. RELOCATIONS.

4.1 Relocation of Electric Facilities in Public Ways. Company shall comply with the requirements of Minnesota Rules, Part 7819.3100 and applicable law relating to relocation of Electric Facilities in Public Ways and Company shall also comply with the requirements of any applicable ordinance of the City relating to relocation of Electric Facilities in Public Ways to the extent consistent with Minnesota Rules, Part 7819.3100 and applicable law.

4.2 Relocation of Electric Facilities in Public Ground. City may require Company at Company's expense to relocate or remove its Electric Facilities from Public Ground upon a finding by City that the Electric Facilities have become or will become a substantial impairment to the existing or proposed public use of the Public Ground. Such relocation shall comply with applicable City ordinances consistent with law.

4.3 Projects with Federal Funding. Relocation, removal, or rearrangement of any Company Electric Facilities made necessary because of a federally-aided highway project shall be governed by the provisions of Minnesota Statutes, Section 161.46, as supplemented or amended. It is understood that the right herein granted to Company is a valuable right. In addition, City shall not order Company to remove or relocate its Electric Facilities when a Public Way is vacated, improved or realigned because of a renewal or a redevelopment plan for a highway project or any other project which is financially subsidized in whole or in part by the Federal Government or any agency thereof, unless the reasonable non-betterment costs of such relocation are first paid to Company. The City is obligated to pay Company only for those portions of its relocation costs for which City has received federal funding specifically allocated for relocation costs in the amount requested by the Company, which allocated funding the City shall specifically request. The City is not obligated to pay for those portions of the Company's relocation costs for which the City has not received federal reimbursement specifically allocated for such costs.

4.4 No Waiver. The provisions of this franchise apply only to facilities constructed in reliance on a franchise from the City and shall not be construed to waive or modify any rights obtained by Company for installations within a Company right-of-way acquired by easement or prescriptive right before the applicable Public Ground or Public Way was established, or Company's rights under state or county permit.

SECTION 5. TREE TRIMMING.

Company may trim all trees and shrubs in the Public Grounds and Public Ways of City to the extent Company finds necessary to avoid interference with the proper construction, operation, repair and maintenance of any Electric Facilities installed hereunder, provided that Company shall save the City harmless from any liability arising therefrom, and subject to permit or other reasonable regulation by the City.

Upon request of the City from time to time, the Company will meet with the City to review the Company's practices and procedures relating to tree trimming and to review the Company's formats of communications to landowners relating to tree trimming.

SECTION 6. INDEMNIFICATION.

6.1 Indemnity of City. Company shall indemnify, keep and hold the City free and harmless from any and all liability on account of injury to persons or damage to property occasioned by the construction, maintenance, repair, inspection, the issuance of permits, or the operation of the Electric Facilities located in the Public Grounds and Public Ways. The city shall not be indemnified for losses or claims occasioned through its own negligence except for losses

or claims arising out of or alleging the City's negligence as to the issuance of permits for, or inspection of, Company's plans or work. The City shall not be indemnified if the injury or damage results from the performance in a proper manner of acts reasonably deemed hazardous by Company, and such performance is nevertheless ordered or directed by City after notice of Company's determination.

6.2 Defense of City. In the event a suit is brought against the City under circumstances where this agreement to indemnify applies, Company at its sole cost and expense shall defend the City in such suit if written notice thereof is promptly given to Company within a period wherein Company is not prejudiced by lack of such notice. If Company is required to indemnify and defend, it will thereafter have control of such litigation, but Company may not settle such litigation without the consent of the City, which consent shall not be unreasonably withheld. This section is not, as to third parties, a waiver of any defense or immunity otherwise available to the City and Company, in defending any action on behalf of the City shall be entitled to assert in any action every defense or immunity that the City could assert in its own behalf. This franchise agreement shall not be interpreted to constitute a waiver by the City of any of its defenses of immunity or limitations on liability under Minnesota Statutes, Chapter 466.

SECTION 7. VACATION OF PUBLIC WAYS.

The City shall give Company at least two weeks prior written notice of a proposed vacation of a Public Way. Except where required for a City improvement project, the vacation of any Public Way, after the installation of Electric Facilities, shall not operate to deprive Company of its rights to operate and maintain such Electric Facilities, until the reasonable cost of relocating the same and the loss and expense resulting from such relocation are first paid to Company. In no case, however, shall city be liable to Company for failure to specifically preserve a right-of-way under Minnesota Statutes, Section 160.29. In accordance with Minnesota Rules, Part 7819.3200, if the City's order directing vacation of the Public Way does not require relocation of the Company's Electric Facilities, the vacation proceedings shall not be deemed to deprive Company of its right to continue to use the right-of-way of the former Public Way for its Electric Facilities installed prior to such order of vacation.

SECTION 8. CHANGE IN FORM OF GOVERNMENT.

Any change in the form of government of the City shall not affect the validity of this Ordinance. Any governmental unit succeeding the City shall, without the consent of Company, succeed to all of the rights and obligations of the City provided in this Ordinance.

SECTION 9. FRANCHISE FEE.

The City reserves all rights under Minn. Stat. §§ 216B.36 and 301B.01 to require a franchise fee at any time during the term of this ordinance. If the City elects to require a franchise fee it shall notify Company and negotiate in good faith to reach a mutually acceptable fee schedule. The fee shall be set forth in a separate ordinance and not adopted until at least sixty (60) days after notice enclosing such proposed ordinance has been served upon the Company by certified mail. If the City and Company are unable to agree on a franchise fee or on any terms

related thereto, including but not limited to the requirement of concurrent permit fees to defray costs of utility operations, each hereby consents to the jurisdiction of State District Court, Dakota County, to construe their respective rights under the law, subject to all rights of appeal. City and Company expressly reserve all rights and arguments concerning franchise fees and related issues and this paragraph is not intended, and shall not be construed, as a waiver of any such rights or arguments.

SECTION 10. PROVISIONS OF ORDINANCE.

10.1 Severability. Every section, provision, or part of this Ordinance is declared separate from every other section, provision, or part and if any section, provision, or part shall be held invalid, it shall not affect any other section, provision, or part. Where a provision of any other City ordinance conflicts with the provisions of this Ordinance, the provisions of this Ordinance shall prevail.

10.2 Limitation on Applicability. This Ordinance constitutes a franchise agreement between the City and Company as the only parties and no provision of this franchise shall in any way inure to the benefit of any third person (including the public at large) so as to constitute any such person as a third party beneficiary of the agreement or of any one or more of the terms hereof, or otherwise give rise to any cause of action in any persons not a party hereto.

SECTION 11. AMENDMENT PROCEDURE.

Either party to this franchise agreement may at any time propose that the agreement be amended to address a subject of concern and the other party will consider whether it agrees that the amendment is mutually appropriate. If an amendment is agreed upon, this Ordinance may be amended at any time by the City passing a subsequent ordinance declaring the provisions of the amendment, which amendatory ordinance shall become effective upon the filing of Company's written consent thereto with the City Clerk with 90 days after the date of final passage by the City of the amendatory ordinance.

SECTION 12. PREVIOUS FRANCHISES SUPERSEDED.

This franchise supersedes any previous electric franchise granted to Company or its predecessor.

Passed and approved this ____ day of _____, 2009.

George Tourville, Mayor

Attest:

Melissa Rheaume, Deputy City Clerk
Dated Published: _____

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

ATTORNEYS AT LAW

TIMOTHY J. KUNTZ
DANIEL J. BEESON
*KENNETH J. ROHLF
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1924-2009

MEMO

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

TO: Mayor and Councilmembers
FROM: Timothy J. Kuntz, City Attorney
DATE: November 18, 2009
**RE: Electric and Gas Franchise Ordinances with Xcel Energy (NSP) – 11/23/09
Council Meeting (Third and Final Reading)**

Section 1. Background. The current Gas and Electric Franchises with Xcel Energy (Northern States Power Company) expire at the end of 2009. Beginning in April 2009, the Administration and Public Works Departments began a series of meetings with Xcel Energy to negotiate new franchise agreements.

The Administration Department, Public Works Department and the City Attorney recommend adoption of the attached two (2) Ordinances.

The first reading of the Ordinances occurred on October 26, 2009. The second reading of the Ordinances occurred on November 9, 2009.

No changes have been made from the first or second readings. Xcel Energy has not requested any additional changes.

Section 2. Council Action. The Council is asked to consider the third and final reading to pass and approve the attached two (2) Ordinances at its November 23, 2009, Council meeting.

ELECTRIC FRANCHISE ORDINANCE

ORDINANCE NO. 2009-____

CITY OF INVER GROVE HEIGHTS, DAKOTA COUNTY, MINNESOTA

AN ORDINANCE GRANTING A FRANCHISE TO NORTHERN STATES POWER COMPANY, A MINNESOTA CORPORATION, D/B/A XCEL ENERGY ITS SUCCESSORS AND ASSIGNS, PERMISSION TO CONSTRUCT, OPERATE, REPAIR AND MAINTAIN IN THE CITY OF INVER GROVE HEIGHTS, MINNESOTA, AN ELECTRIC DISTRIBUTION SYSTEM AND TRANSMISSION LINES, INCLUDING NECESSARY POLES, LINES, FIXTURES AND APPURTENANCES, FOR THE FURNISHING OF ELECTRIC ENERGY TO THE CITY, ITS INHABITANTS, AND OTHERS, AND TO USE THE PUBLIC GROUNDS AND PUBLIC WAYS OF THE CITY FOR SUCH PURPOSES.

THE CITY COUNCIL OF THE CITY OF INVER GROVE HEIGHTS, DAKOTA COUNTY, MINNESOTA ORDAINS:

SECTION 1. DEFINITIONS.

For purposes of this Ordinance, the following capitalized terms listed in alphabetical order shall have the following meanings:

1.1 **City.** The City of Inver Grove Heights, County of Dakota, State of Minnesota.

1.2 **City Utility System.** Facilities used for providing non-energy related public utility service owned or operated by City or agency thereof, including sewer, storm sewer, water service, street lighting and traffic signals, but excluding facilities for providing heating, lighting or other forms of energy.

1.3 **Commission.** The Minnesota Public Utilities Commission, or any successor agency or agencies, including an agency of the federal government, which preempts all, or part of the authority to regulate electric retail rates now vested in the Minnesota Public Utilities Commission.

1.4 **Company.** Northern States Power Company, a Minnesota corporation, d/b/a Xcel Energy its successors and assigns, including all successors or assignees that own or operate any part or parts of the Electric Facilities subject to this franchise.

1.5 **Electric Facilities.** Electric transmission and distribution towers, poles, lines, guys, anchors, conduits, fixtures, and necessary appurtenances owned or operated by Company for the purpose of providing electric energy for public use.

1.6 **Non-Betterment Costs.** Costs incurred by Company from relocation, removal or rearrangement of Electric Facilities that do not result in an improvement to the Electric Facilities.

1.7 **Notice.** A written notice served by one party on the other party referencing one or more provisions of this Ordinance. Notice to Company shall be mailed to the General Counsel, 414 Nicollet Mall, 5th Floor, Minneapolis, MN 55401. Notice to the City shall be mailed to the City Administrator, City Hall, 8150 Barbara Avenue, Inver Grove Heights, MN 55077. Either party may change its respective address for the purpose of this Ordinance by written notice to the other party.

1.8 **Public Ground.** Land owned by the City for park, open space or similar purpose, which is held for use in common by the public.

1.9 **Public Way.** Public right-of-way within the City as defined in Minn. Stat. § 237.162 subd. 3.

SECTION 2. ADOPTION OF FRANCHISE.

2.1 Grant of Franchise. City hereby grants Company, for a period of twenty (20) years from the date passed and approved by the City, the right to transmit and furnish electric energy for light, heat, power and other purposes for public and private use within and through the limits of the City as its boundaries now exist or as they may be extended in the future. For these purposes, Company may construct, operate, repair and maintain Electric Facilities in, on, over, under and across the Public Grounds and Public Ways of City, subject to the provisions of this Ordinance. Company may do all reasonable things necessary or customary to accomplish these purposes, subject, however, to such reasonable regulations as may be imposed by the City pursuant to ordinance and to the further provisions of this franchise agreement.

2.2 Effective Date; Written Acceptance. This franchise agreement shall be in force and effect from and after passage of this Ordinance, its acceptance by Company, and its publication as required by law. The City by Council resolution may revoke this franchise agreement if Company does not file a written acceptance with the City within 90 days after publication.

2.3 Service and Rates. The service to be provided and the rates to be charged by Company for electric service in City are subject to the jurisdiction of the Commission. The area within the City in which Company may provide electric service is subject to the provisions of Minnesota Statutes, Section 216B.40.

2.4 Publication Expense. The expense of publication of this Ordinance will be paid by City and reimbursed to City by Company.

2.5 Dispute Resolution. If either party asserts that the other party is in default in the performance of any obligation hereunder, the complaining party shall notify the other party of the default and the desired remedy. The notification shall be written. Representatives of the parties must promptly meet and attempt in good faith to negotiate a resolution of the dispute. If the dispute is not resolved within 30 days of the written notice, the parties may jointly select a mediator to facilitate further discussion. The parties will equally share the fees and expenses of this mediator. If a mediator is not used or if the parties are unable to resolve the dispute within

30 days after first meeting with the selected mediator, either party may commence an action in District Court to interpret and enforce this franchise or for such other relief as may be permitted by law or equity for breach of contract, or either party may take any other action permitted by law or equity.

SECTION 3. LOCATION, OTHER REGULATIONS.

3.1 Location of Facilities. Electric Facilities shall be located, constructed and maintained so as not to interfere with the safety and convenience of ordinary pedestrian and vehicular travel along and over Public Ways and so as not to disrupt normal operation of any City Utility System. Electric Facilities shall be located on Public Grounds as determined by the City. Company's construction, reconstruction, operation, repair, maintenance and location of Electric Facilities shall be subject to permits if required by separate ordinance and to other reasonable regulations of the City to the extent not inconsistent with the terms of this franchise agreement. Company may abandon underground Electric Facilities in place, provided at the City's request, Company will remove abandoned metal or concrete encased conduit interfering with a City improvement project, but only to the extent such conduit is uncovered by excavation as part of the City improvement project.

The Company shall notify the City at least one (1) month prior to the Company's abandonment of underground Electric Facilities. The Company, on an annual basis, shall provide the City with the mapping information identified in Minnesota Rules, Part 7819.4100, subd. 2 with respect to abandoned underground Electric Facilities.

3.2 Field Locations and Mapping Information. Company shall provide field locations for its underground Electric Facilities within City consistent with the requirements of Minnesota Statutes, Chapter 216D. Company shall provide current mapping information in an electronic format acceptable to the City for any of its Electric Facilities in accordance with Minnesota Rules Parts 7819.4000 and 7819.4100 and other applicable state and federal laws.

3.3 Street Openings. Company shall not open or disturb any Public Ground or Public Way for any purpose without first having obtained a permit from the City, if required by a separate ordinance, for which the City may impose a reasonable fee. Permit conditions imposed on Company shall not be more burdensome than those imposed on other utilities for similar facilities or work. Company may, however, open and disturb any Public Ground or Public Way without permission from the City where an emergency exists requiring the immediate repair of Electric Facilities. In such event Company shall notify the City by telephone to the office designated by the City as soon as practicable. Not later than the second working day thereafter, Company shall obtain any required permits and pay any required fees.

3.4 Restoration. After undertaking any work requiring the opening of any Public Ground or Public Way, Company shall restore the same, including paving and its foundation, to as good a condition as formerly existed, and also in accordance with Minnesota Rules, Part 7819.1100 and applicable City ordinances to the extent consistent with law. Company shall maintain the surface in good condition for six (6) months on unpaved surfaces (including boulevard areas) and two (2) years on any paved surface (including paved areas of streets,

sidewalks and trails). The work shall be completed as promptly as weather permits. If Company shall not promptly perform and complete the work, remove all dirt, rubbish, equipment and material, and put the Public Ground or Public Way in the said condition, the City shall have, after demand to Company to cure and the passage of a reasonable period of time following the demand, but not to exceed five days, the right to make the restoration at the expense of Company. Company shall pay to the City the cost of such work done for or performed by the City or its designees. This remedy shall be in addition to any other remedy available to the City for noncompliance with this Section 3.4, but the City hereby waives any requirement for Company to post a construction performance bond, certificate of insurance, letter of credit or any other form of security or assurance that may be required, under a separate existing or future ordinance of the City, of a person or entity obtaining the City's permission to install, replace or maintain facilities in a Public Way or on Public Ground. Notwithstanding the foregoing, the City reserves the right to require a performance bond for new installation, replacement, or repairs, when the Company's completion of its work is required in order for the City to proceed on a timely basis with a public improvement project.

3.5 Avoid Damage to Electric Facilities. Nothing in this Ordinance relieves any person from liability arising out of the failure to exercise reasonable care to avoid damaging Electric Facilities while performing any activity.

3.6 Notice of Improvements. The City must give Company reasonable notice of plans for improvements to Public Grounds or Public Ways where the City has reason to believe that Electric Facilities may affect or be affected by the improvement. The notice must contain: (i) the nature and character of the improvements, (ii) the Public Grounds and Public Ways upon which the improvements are to be made, (iii) the extent of the improvements, (iv) the time when the City will start the work, and (v) if more than one Public Ground or Public Way is involved, the order in which the work is to proceed. The notice must be given to Company a sufficient length of time in advance of the actual commencement of the work to permit Company to make any necessary additions, alterations or repairs to its Electric Facilities.

3.7 Shared Use of Poles. Company shall make space available on its poles or towers for City fire, water utility, police or other City facilities whenever such use will not interfere with the use of such poles or towers by Company, by another electric utility, by a telephone utility, or by any cable television company or other form of communication company. In addition, the City shall pay for any added cost incurred by Company because of such use by City.

SECTION 4. RELOCATIONS.

4.1 Relocation of Electric Facilities in Public Ways. Company shall comply with the requirements of Minnesota Rules, Part 7819.3100 and applicable law relating to relocation of Electric Facilities in Public Ways and Company shall also comply with the requirements of any applicable ordinance of the City relating to relocation of Electric Facilities in Public Ways to the extent consistent with Minnesota Rules, Part 7819.3100 and applicable law.

4.2 Relocation of Electric Facilities in Public Ground. City may require Company at Company's expense to relocate or remove its Electric Facilities from Public Ground upon a

finding by City that the Electric Facilities have become or will become a substantial impairment to the existing or proposed public use of the Public Ground. Such relocation shall comply with applicable City ordinances consistent with law.

4.3 Projects with Federal Funding. Relocation, removal, or rearrangement of any Company Electric Facilities made necessary because of a federally-aided highway project shall be governed by the provisions of Minnesota Statutes, Section 161.46, as supplemented or amended. It is understood that the right herein granted to Company is a valuable right. In addition, City shall not order Company to remove or relocate its Electric Facilities when a Public Way is vacated, improved or realigned because of a renewal or a redevelopment plan for a highway project or any other project which is financially subsidized in whole or in part by the Federal Government or any agency thereof, unless the reasonable non-betterment costs of such relocation are first paid to Company. The City is obligated to pay Company only for those portions of its relocation costs for which City has received federal funding specifically allocated for relocation costs in the amount requested by the Company, which allocated funding the City shall specifically request. The City is not obligated to pay for those portions of the Company's relocation costs for which the City has not received federal reimbursement specifically allocated for such costs.

4.4 No Waiver. The provisions of this franchise apply only to facilities constructed in reliance on a franchise from the City and shall not be construed to waive or modify any rights obtained by Company for installations within a Company right-of-way acquired by easement or prescriptive right before the applicable Public Ground or Public Way was established, or Company's rights under state or county permit.

SECTION 5. TREE TRIMMING.

Company may trim all trees and shrubs in the Public Grounds and Public Ways of City to the extent Company finds necessary to avoid interference with the proper construction, operation, repair and maintenance of any Electric Facilities installed hereunder, provided that Company shall save the City harmless from any liability arising therefrom, and subject to permit or other reasonable regulation by the City.

Upon request of the City from time to time, the Company will meet with the City to review the Company's practices and procedures relating to tree trimming and to review the Company's formats of communications to landowners relating to tree trimming.

SECTION 6. INDEMNIFICATION.

6.1 Indemnity of City. Company shall indemnify, keep and hold the City free and harmless from any and all liability on account of injury to persons or damage to property occasioned by the construction, maintenance, repair, inspection, the issuance of permits, or the operation of the Electric Facilities located in the Public Grounds and Public Ways. The city shall not be indemnified for losses or claims occasioned through its own negligence except for losses or claims arising out of or alleging the City's negligence as to the issuance of permits for, or inspection of, Company's plans or work. The City shall not be indemnified if the injury or

damage results from the performance in a proper manner of acts reasonably deemed hazardous by Company, and such performance is nevertheless ordered or directed by City after notice of Company's determination.

6.2 Defense of City. In the event a suit is brought against the City under circumstances where this agreement to indemnify applies, Company at its sole cost and expense shall defend the City in such suit if written notice thereof is promptly given to Company within a period wherein Company is not prejudiced by lack of such notice. If Company is required to indemnify and defend, it will thereafter have control of such litigation, but Company may not settle such litigation without the consent of the City, which consent shall not be unreasonably withheld. This section is not, as to third parties, a waiver of any defense or immunity otherwise available to the City and Company, in defending any action on behalf of the City shall be entitled to assert in any action every defense or immunity that the City could assert in its own behalf. This franchise agreement shall not be interpreted to constitute a waiver by the City of any of its defenses of immunity or limitations on liability under Minnesota Statutes, Chapter 466.

SECTION 7. VACATION OF PUBLIC WAYS.

The City shall give Company at least two weeks prior written notice of a proposed vacation of a Public Way. Except where required for a City improvement project, the vacation of any Public Way, after the installation of Electric Facilities, shall not operate to deprive Company of its rights to operate and maintain such Electric Facilities, until the reasonable cost of relocating the same and the loss and expense resulting from such relocation are first paid to Company. In no case, however, shall city be liable to Company for failure to specifically preserve a right-of-way under Minnesota Statutes, Section 160.29. In accordance with Minnesota Rules, Part 7819.3200, if the City's order directing vacation of the Public Way does not require relocation of the Company's Electric Facilities, the vacation proceedings shall not be deemed to deprive Company of its right to continue to use the right-of-way of the former Public Way for its Electric Facilities installed prior to such order of vacation.

SECTION 8. CHANGE IN FORM OF GOVERNMENT.

Any change in the form of government of the City shall not affect the validity of this Ordinance. Any governmental unit succeeding the City shall, without the consent of Company, succeed to all of the rights and obligations of the City provided in this Ordinance.

SECTION 9. FRANCHISE FEE.

The City reserves all rights under Minn. Stat. §§ 216B.36 and 301B.01 to require a franchise fee at any time during the term of this ordinance. If the City elects to require a franchise fee it shall notify Company and negotiate in good faith to reach a mutually acceptable fee schedule. The fee shall be set forth in a separate ordinance and not adopted until at least sixty (60) days after notice enclosing such proposed ordinance has been served upon the Company by certified mail. If the City and Company are unable to agree on a franchise fee or on any terms related thereto, including but not limited to the requirement of concurrent permit fees to defray costs of utility operations, each hereby consents to the jurisdiction of State District Court, Dakota

County, to construe their respective rights under the law, subject to all rights of appeal. City and Company expressly reserve all rights and arguments concerning franchise fees and related issues and this paragraph is not intended, and shall not be construed, as a waiver of any such rights or arguments.

SECTION 10. PROVISIONS OF ORDINANCE.

10.1 Severability. Every section, provision, or part of this Ordinance is declared separate from every other section, provision, or part and if any section, provision, or part shall be held invalid, it shall not affect any other section, provision, or part. Where a provision of any other City ordinance conflicts with the provisions of this Ordinance, the provisions of this Ordinance shall prevail.

10.2 Limitation on Applicability. This Ordinance constitutes a franchise agreement between the City and Company as the only parties and no provision of this franchise shall in any way inure to the benefit of any third person (including the public at large) so as to constitute any such person as a third party beneficiary of the agreement or of any one or more of the terms hereof, or otherwise give rise to any cause of action in any persons not a party hereto.

SECTION 11. AMENDMENT PROCEDURE.

Either party to this franchise agreement may at any time propose that the agreement be amended to address a subject of concern and the other party will consider whether it agrees that the amendment is mutually appropriate. If an amendment is agreed upon, this Ordinance may be amended at any time by the City passing a subsequent ordinance declaring the provisions of the amendment, which amendatory ordinance shall become effective upon the filing of Company's written consent thereto with the City Clerk with 90 days after the date of final passage by the City of the amendatory ordinance.

SECTION 12. PREVIOUS FRANCHISES SUPERSEDED.

This franchise supersedes any previous electric franchise granted to Company or its predecessor.

Passed and approved this 23rd day of November, 2009.

George Tourville, Mayor

Attest:

Melissa Rheume, Deputy City Clerk

Dated Published: _____

GAS FRANCHISE ORDINANCE

ORDINANCE NO. 2009-____

CITY OF INVER GROVE HEIGHTS, DAKOTA COUNTY, MINNESOTA

AN ORDINANCE GRANTING A FRANCHISE TO NORTHERN STATES POWER COMPANY, A MINNESOTA CORPORATION, D/B/A XCEL ENERGY, ITS SUCCESSORS AND ASSIGNS, PERMISSION TO ERECT A GAS DISTRIBUTION SYSTEM FOR THE PURPOSES OF CONSTRUCTING, OPERATING, REPAIRING AND MAINTAINING IN THE CITY OF INVER GROVE HEIGHTS, MINNESOTA, THE NECESSARY GAS PIPES, MAINS AND APPURTENANCES FOR THE TRANSMISSION OR DISTRIBUTION OF GAS TO THE CITY AND ITS INHABITANTS AND OTHERS AND TRANSMITTING GAS INTO AND THROUGH THE CITY AND TO USE THE PUBLIC GROUNDS AND PUBLIC WAYS OF THE CITY FOR SUCH PURPOSES.

THE CITY COUNCIL OF THE CITY OF INVER GROVE HEIGHTS, DAKOTA COUNTY, MINNESOTA ORDAINS:

SECTION 1. DEFINITIONS.

For purposes of this Ordinance, the following capitalized terms listed in alphabetical order shall have the following meanings:

1.1 **City.** The City of Inver Grove Heights, County of Dakota, State of Minnesota.

1.2 **City Utility System.** Facilities used for providing non-energy related public utility service owned or operated by City or agency thereof, including sewer, storm sewer, water service, street lighting and traffic signals, but excluding facilities for providing heating, lighting or other forms of energy.

1.3 **Commission.** The Minnesota Public Utilities Commission, or any successor agency or agencies, including an agency of the federal government, which preempts all or part of the authority to regulate Gas retail rates now vested in the Minnesota Public Utilities Commission.

1.4 **Company.** Northern States Power Company, a Minnesota corporation, d/b/a Xcel Energy its successors and assigns, including all successors or assignees that own or operate any part or parts of the Gas Facilities subject to this franchise.

1.5 **Gas.** "Gas" as used herein shall be held to include natural gas, manufactured gas, or other form of gaseous energy.

1.6 **Gas Facilities.** Pipes, mains, regulators and other facilities owner or operated by Company for the purpose of providing Gas service for public use.

1.7 **Non-Betterment Costs.** Costs incurred by Company from relocation, removal or rearrangement of Gas Facilities that do not result in an improvement to the Gas Facilities.

1.8 **Notice.** A written notice served by one party on the other party referencing one or more provisions of this Ordinance. Notice to Company shall be mailed to the General Counsel, 414 Nicollet Mall, 5th Floor, Minneapolis, MN 55401. Notice to the City shall be mailed to the City Administrator, City Hall, 8150 Barbara Avenue, Inver Grove Heights, MN 55077. Either party may change its respective address for the purpose of this Ordinance by written notice to the other party.

1.9 **Public Ground.** Land owned by the City for park, open space or similar purpose, which is held for use in common by the public.

1.10 **Public Way.** Public right-of-way within the City as defined in Minn. Stat. § 237.162 subd. 3.

SECTION 2. ADOPTION OF FRANCHISE.

2.1 Grant of Franchise. City hereby grants Company, for a period of twenty (20) years from the date passed and approved by the City, the right to transmit and furnish Gas energy for light, heat, power and other purposes for public and private use within and through the limits of the City as its boundaries now exist or as they may be extended in the future. For these purposes, Company may construct, operate, repair and maintain Gas Facilities in, on, over, under and across the Public Grounds and Public Ways of City, subject to the provisions of this Ordinance. Company may do all reasonable things necessary or customary to accomplish these purposes, subject, however, to such reasonable regulations as may be imposed by the City pursuant to ordinance and to the further provisions of this franchise agreement.

2.2 Effective Date; Written Acceptance. This franchise agreement shall be in force and effect from and after passage of this Ordinance, its acceptance by Company, and its publication as required by law. The City by Council resolution may revoke this franchise agreement if Company does not file a written acceptance with the City within 90 days after publication.

2.3 Service and Rates. The service to be provided and the rates to be charged by Company for Gas service in City are subject to the jurisdiction of the Commission.

2.4 Publication Expense. The expense of publication of this Ordinance will be paid by City and reimbursed to City by Company.

2.5 Dispute Resolution. If either party asserts that the other party is in default in the performance of any obligation hereunder, the complaining party shall notify the other party of the default and the desired remedy. The notification shall be written. Representatives of the parties must promptly meet and attempt in good faith to negotiate a resolution of the dispute. If the dispute is not resolved within 30 days of the written notice, the parties may jointly select a

mediator to facilitate further discussion. The parties will equally share the fees and expenses of this mediator. If a mediator is not used or if the parties are unable to resolve the dispute within 30 days after first meeting with the selected mediator, either party may commence an action in District Court to interpret and enforce this franchise or for such other relief as may be permitted by law or equity for breach of contract, or either party may take any other action permitted by law or equity.

SECTION 3. LOCATION, OTHER REGULATIONS.

3.1 Location of Facilities. Gas Facilities shall be located, constructed and maintained so as not to interfere with the safety and convenience of ordinary pedestrian and vehicular travel along and over Public Ways and so as not to disrupt normal operation of any City Utility System. Gas Facilities shall be located on Public Grounds as determined by the City. Company's construction, reconstruction, operation, repair, maintenance and location of Gas Facilities shall be subject to permits if required by separate ordinance and to other reasonable regulations of the City to the extent not inconsistent with the terms of this franchise agreement. Company may abandon underground Gas Facilities in place, provided at the City's request, Company will remove abandoned metal or concrete encased conduit interfering with a City improvement project, but only to the extent such conduit is uncovered by excavation as part of the City improvement project.

The Company shall notify the City at least one (1) month prior to the Company's abandonment of underground Gas Facilities. The Company, on an annual basis, shall provide the City with the mapping information identified in Minnesota Rules, Part 7819.4100, subd. 2 with respect to abandoned underground Gas Facilities.

3.2 Field Locations and Mapping Information. Company shall provide field locations for its underground Gas Facilities within City consistent with the requirements of Minnesota Statutes, Chapter 216D. Company shall provide current mapping information in an electronic format acceptable to the City for any of its Gas Facilities in accordance with Minnesota Rules Parts 7819.4000 and 7819.4100 and other applicable state and federal laws.

3.3 Street Openings. Company shall not open or disturb any Public Ground or Public Way for any purpose without first having obtained a permit from the City, if required by a separate ordinance, for which the City may impose a reasonable fee. Permit conditions imposed on Company shall not be more burdensome than those imposed on other utilities for similar facilities or work. Company may, however, open and disturb any Public Ground or Public Way without permission from the City where an emergency exists requiring the immediate repair of Gas Facilities. In such event Company shall notify the City by telephone to the office designated by the City as soon as practicable. Not later than the second working day thereafter, Company shall obtain any required permits and pay any required fees.

3.4 Restoration. After undertaking any work requiring the opening of any Public Ground or Public Way, Company shall restore the same, including paving and its foundation, to as good a condition as formerly existed, and also in accordance with Minnesota Rules, Part 7819.1100 and applicable City ordinances to the extent consistent with law. Company shall

maintain the surface in good condition for six (6) months on unpaved surfaces (including boulevard areas) and two (2) years on any paved surface (including paved areas of streets, sidewalks and trails). The work shall be completed as promptly as weather permits. If Company shall not promptly perform and complete the work, remove all dirt, rubbish, equipment and material, and put the Public Ground or Public Way in the said condition, the City shall have, after demand to Company to cure and the passage of a reasonable period of time following the demand, but not to exceed five days, the right to make the restoration at the expense of Company. Company shall pay to the City the cost of such work done for or performed by the City or its designees. This remedy shall be in addition to any other remedy available to the City for noncompliance with this Section 3.4, but the City hereby waives any requirement for Company to post a construction performance bond, certificate of insurance, letter of credit or any other form of security or assurance that may be required, under a separate existing or future ordinance of the City, of a person or entity obtaining the City's permission to install, replace or maintain facilities in a Public Way or on Public Ground. Notwithstanding the foregoing, the City reserves the right to require a performance bond for new installation, replacement, or repairs, when the Company's completion of its work is required in order for the City to proceed on a timely basis with a public improvement project.

3.5 Avoid Damage to Gas Facilities. Nothing in this Ordinance relieves any person from liability arising out of the failure to exercise reasonable care to avoid damaging Gas Facilities while performing any activity.

3.6 Notice of Improvements. The City must give Company reasonable notice of plans for improvements to Public Grounds or Public Ways where the City has reason to believe that Gas Facilities may affect or be affected by the improvement. The notice must contain: (i) the nature and character of the improvements, (ii) the Public Grounds and Public Ways upon which the improvements are to be made, (iii) the extent of the improvements, (iv) the time when the City will start the work, and (v) if more than one Public Ground or Public Way is involved, the order in which the work is to proceed. The notice must be given to Company a sufficient length of time in advance of the actual commencement of the work to permit Company to make any necessary additions, alterations or repairs to its Gas Facilities.

SECTION 4. RELOCATIONS.

4.1 Relocation of Gas Facilities in Public Ways. Company shall comply with the requirements of Minnesota Rules, Part 7819.3100 and applicable law relating to relocation of Gas Facilities in Public Ways and Company shall also comply with the requirements of any applicable ordinance of the City relating to relocation of Gas Facilities in Public Ways to the extent consistent with Minnesota Rules, Part 7819.3100 and applicable law.

4.2 Relocation of Gas Facilities in Public Ground. City may require Company at Company's expense to relocate or remove its Gas Facilities from Public Ground upon a finding by City that the Gas Facilities have become or will become a substantial impairment to the existing or proposed public use of the Public Ground. Such relocation shall comply with applicable City ordinances consistent with law.

4.3 Projects with Federal Funding. Relocation, removal, or rearrangement of any Company Gas Facilities made necessary because of a federally-aided highway project shall be governed by the provisions of Minnesota Statutes, Section 161.46, as supplemented or amended. It is understood that the right herein granted to Company is a valuable right. In addition, City shall not order Company to remove or relocate its Gas Facilities when a Public Way is vacated, improved or realigned because of a renewal or a redevelopment plan for a highway project or any other project which is financially subsidized in whole or in part by the Federal Government or any agency thereof, unless the reasonable non-betterment costs of such relocation are first paid to Company. The City is obligated to pay Company only for those portions of its relocation costs for which City has received federal funding specifically allocated for relocation costs in the amount requested by the Company, which allocated funding the City shall specifically request. The City is not obligated to pay for those portions of the Company's relocation costs for which the City has not received federal reimbursement specifically allocated for such costs.

4.4 No Waiver. The provisions of this franchise apply only to facilities constructed in reliance on a franchise from the City and shall not be construed to waive or modify any rights obtained by Company for installations within a Company right-of-way acquired by easement or prescriptive right before the applicable Public Ground or Public Way was established, or Company's rights under state or county permit.

SECTION 5. TREE TRIMMING.

Company may trim all trees and shrubs in the Public Grounds and Public Ways of City to the extent Company finds necessary to avoid interference with the proper construction, operation, repair and maintenance of any Gas Facilities installed hereunder, provided that Company shall save the City harmless from any liability arising therefrom, and subject to permit or other reasonable regulation by the City.

Upon request of the City from time to time, the Company will meet with the City to review the Company's practices and procedures relating to tree trimming and to review the Company's formats of communications to landowners relating to tree trimming.

SECTION 6. INDEMNIFICATION.

6.1 Indemnity of City. Company shall indemnify, keep and hold the City free and harmless from any and all liability on account of injury to persons or damage to property occasioned by the construction, maintenance, repair, inspection, the issuance of permits, or the operation of the Gas Facilities located in the Public Grounds and Public Ways. The city shall not be indemnified for losses or claims occasioned through its own negligence except for losses or claims arising out of or alleging the City's negligence as to the issuance of permits for, or inspection of, Company's plans or work. The City shall not be indemnified if the injury or damage results from the performance in a proper manner of acts reasonably deemed hazardous by Company, and such performance is nevertheless ordered or directed by City after notice of Company's determination.

6.2 Defense of City. In the event a suit is brought against the City under circumstances where this agreement to indemnify applies, Company at its sole cost and expense shall defend the City in such suit if written notice thereof is promptly given to Company within a period wherein Company is not prejudiced by lack of such notice. If Company is required to indemnify and defend, it will thereafter have control of such litigation, but Company may not settle such litigation without the consent of the City, which consent shall not be unreasonably withheld. This section is not, as to third parties, a waiver of any defense or immunity otherwise available to the City and Company, in defending any action on behalf of the City shall be entitled to assert in any action every defense or immunity that the City could assert in its own behalf. This franchise agreement shall not be interpreted to constitute a waiver by the City of any of its defenses of immunity or limitations on liability under Minnesota Statutes, Chapter 466.

SECTION 7. VACATION OF PUBLIC WAYS.

The City shall give Company at least two weeks prior written notice of a proposed vacation of a Public Way. Except where required for a City improvement project, the vacation of any Public Way, after the installation of Gas Facilities, shall not operate to deprive Company of its rights to operate and maintain such Gas Facilities, until the reasonable cost of relocating the same and the loss and expense resulting from such relocation are first paid to Company. In no case, however, shall city be liable to Company for failure to specifically preserve a right-of-way under Minnesota Statutes, Section 160.29. In accordance with Minnesota Rules, Part 7819.3200, if the City's order directing vacation of the Public Way does not require relocation of the Company's Gas Facilities, the vacation proceedings shall not be deemed to deprive Company of its right to continue to use the right-of-way of the former Public Way for its Gas Facilities installed prior to such order of vacation.

SECTION 8. CHANGE IN FORM OF GOVERNMENT.

Any change in the form of government of the City shall not affect the validity of this Ordinance. Any governmental unit succeeding the City shall, without the consent of Company, succeed to all of the rights and obligations of the City provided in this Ordinance.

SECTION 9. FRANCHISE FEE.

The City reserves all rights under Minn. Stat. §§ 216B.36 and 301B.01 to require a franchise fee at any time during the term of this ordinance. If the City elects to require a franchise fee it shall notify Company and negotiate in good faith to reach a mutually acceptable fee schedule. The fee shall be set forth in a separate ordinance and not adopted until at least sixty (60) days after notice enclosing such proposed ordinance has been served upon the Company by certified mail. If the City and Company are unable to agree on a franchise fee or on any terms related thereto, including but not limited to the requirement of concurrent permit fees to defray costs of utility operations, each hereby consents to the jurisdiction of State District Court, Dakota County, to construe their respective rights under the law, subject to all rights of appeal. City and Company expressly reserve all rights and arguments concerning franchise fees and related issues and this paragraph is not intended, and shall not be construed, as a waiver of any such rights or arguments.

SECTION 10. PROVISIONS OF ORDINANCE.

10.1 Severability. Every section, provision, or part of this Ordinance is declared separate from every other section, provision, or part and if any section, provision, or part shall be held invalid, it shall not affect any other section, provision, or part. Where a provision of any other City ordinance conflicts with the provisions of this Ordinance, the provisions of this Ordinance shall prevail.

10.2 Limitation on Applicability. This Ordinance constitutes a franchise agreement between the City and Company as the only parties and no provision of this franchise shall in any way inure to the benefit of any third person (including the public at large) so as to constitute any such person as a third party beneficiary of the agreement or of any one or more of the terms hereof, or otherwise give rise to any cause of action in any persons not a party hereto.

SECTION 11. AMENDMENT PROCEDURE.

Either party to this franchise agreement may at any time propose that the agreement be amended to address a subject of concern and the other party will consider whether it agrees that the amendment is mutually appropriate. If an amendment is agreed upon, this Ordinance may be amended at any time by the City passing a subsequent ordinance declaring the provisions of the amendment, which amendatory ordinance shall become effective upon the filing of Company's written consent thereto with the City Clerk with 90 days after the date of final passage by the City of the amendatory ordinance.

SECTION 12. PREVIOUS FRANCHISES SUPERSEDED.

This franchise supersedes any previous Gas franchise granted to Company or its predecessor.

Passed and approved this 23rd day of November, 2009.

George Tourville, Mayor

Attest:

Melissa Rheaume, Deputy City Clerk

Dated Published: _____

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

ATTORNEYS AT LAW

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DANIEL J. BEESON
*KENNETH J. ROHLF
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DAVID B. GATES
•
HAROLD LEVANDER
1910-1992
•
ARTHUR GILLEN
1919-2005
•
• ROGER C. MILLER
1924-2009

MEMO

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

TO: Mayor and Councilmembers
FROM: Timothy J. Kuntz, City Attorney
DATE: November 18, 2009
RE: Alcohol Server Training Ordinance – 11/23/09 Council Meeting (Third and Final Reading)

Section 1. Background. The ordinance relating to alcohol server training is on the agenda for the third and final reading November 23, 2009.

The Deputy Clerk is sending the Council a separate report with respect to comments made by the license holders and by the Chamber of Commerce.

The changes directed by the Council at the time of the second reading were to provide for a 24 month interval for the refresher course and to allow, as an alternative, a training course provided by the licensee if such training course met the standards in the ordinance and also was approved by the Police Department.

These changes have been made in the attached draft. For reference, I have shaded the two (2) sections where the changes occur.

The Council also asked to identify some of the costs of training. Attached to this memo is a list of training courses and costs.

Section 2. Council Action. The Council is asked to consider the third and final reading to pass and approve the attached Alcohol Server Training Ordinance at its November 23, 2009, Council meeting.

Alcohol Server Training Courses and Costs

MMBA (Minnesota Municipal Beverage Association) offers two (2) types of Alcohol Awareness Server Training:

- Beverage Alcohol Training (BAT) - \$150 per session (no per person charge)
- Learn2Serve.com (on-line supplemental training for new employees or refresher for experienced employees) - \$30 per participant

MLBA (Minnesota Licensed Beverage Association) offers the following training:

- Online S.A.L.E.S. (on-line supplemental training for new employees or refresher for experienced employees) - \$15 per participant or purchase a block of 10 for \$140 or a block of 25 for \$350

Serving Alcohol, Inc. (Loss Control Services, Inc.) offers on-line training only - \$16.00 per person

Professional Server Certification Corporation offers on-line training only - \$19.95 per person or entire staff for \$95.00, plus \$9.95 per person

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

ORDINANCE NO. _____

**AN ORDINANCE ADOPTING CITY CODE SECTION, 4-1D-9
RELATING TO ALCOHOL SERVER TRAINING**

The City Council of Inver Grove Heights does hereby ordain:

SECTION 1. AMENDMENT. Section 4-1D of the 2008 City Code is hereby amended by addition 4-1D-9 to read as follows:

4-1D-9: ALCOHOL SERVER TRAINING REQUIREMENTS:

- A. For the purposes of this Section 4-1D-9, a “licensed establishment” means any premises holding an on-sale or off-sale liquor license, an on-sale or off-sale 3.2 percent malt liquor license, a wine license, a special club intoxicating liquor license, or any other license issued by the City to sell or serve any alcoholic beverage, provided, however, that a licensed establishment shall not include any premises holding only a temporary on-sale intoxicating or temporary 3.2 percent malt liquor license or a caterer’s permit.
- B. For the purposes of this Section 4-1D-9, a “liquor licensee” is the holder of any on-sale or off-sale liquor license, an on-sale or off-sale 3.2 percent malt liquor license, a wine license, a special club intoxicating liquor license, or any other license issued by the City to sell or serve any alcoholic beverage, provided, however, that a liquor licensee shall not include the holder of only a temporary on-sale intoxicating or temporary 3.2 percent malt liquor license or a caterer’s permit.
- C. Every liquor licensee shall require that anyone who serves or sells any alcoholic beverage at the licensed establishment must comply with the alcohol server training requirements of this section.
- D. Beginning July 1, 2010, and continuing thereafter, anyone who serves or sells any alcoholic beverage at a licensed establishment shall complete a program of alcohol server training before they are allowed to serve or sell any alcoholic beverage.

E. Beginning July 1, 2010, and continuing thereafter, no one shall serve or sell any alcoholic beverage at a licensed establishment unless that person has completed an alcohol server training program within the **twenty-four (24) month** period prior to the date of serving or selling the alcoholic beverage.

F. The alcohol server training program must meet the standards hereafter set forth and must be provided by a business entity or association whose regular business includes providing such trainings and who is not owned by a license holder; provided, however, the training may be provided by a license holder if the training meets the standards hereafter set forth and the training program is approved by the City's Chief of Police or designee. The standards for training must include the following:

- Information regarding the laws pertaining to the sale of alcohol;
- The rules for identification checks;
- Responsibilities of establishments serving or selling alcoholic beverages;
- Verification of age, forms of identification, and forms of false or misleading age identification;
- The effect of alcohol on humans and the physiology of alcohol intoxication;
- Recognition of the signs of intoxication;
- Strategies for intervention to prevent intoxicated persons from consuming further alcohol;
- Liability of the person serving alcohol; and
- Identifying minors.

G. Liquor licensees shall keep on file proof that all persons serving or selling alcoholic beverages at the licensed establishment have completed the alcohol server training required by this section. Such proof shall be kept for at least three (3) years. Proof of a person's completion of alcohol server training shall be presented to a police officer upon request. Liquor licensees shall submit the following information about all persons who currently serve or sell alcoholic beverages at the licensed establishment with their liquor license renewal application: the person's name, date of

birth, date of hire, and the date the person last completed alcohol server training.

- H. No liquor licensee shall allow the sale or service of any alcoholic beverage by a person who has not complied with the alcohol server training requirements of this section. Any such sale or service shall constitute a violation of the licensee's liquor license.
- I. No person shall serve or sell any alcoholic beverage at a licensed establishment without first complying with the alcohol server training requirements of this section.

Section 2. EFFECTIVE DATE. This ordinance amendment shall be effective from and after its passage and publication according to law.

Passed this 23rd day of November, 2009.

George Tourville, Mayor

Attest:

Melissa Rheaume, Deputy City Clerk

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

CONSIDER THE THIRD AND FINAL READING OF AN ORDINANCE REGULATING THE NUMBER AND FREQUENCY OF GARAGE SALES

Meeting Date: November 23, 2009
Item Type: Regular
Contact: JTeppen, Asst City Admin
Prepared by:
Reviewed by:

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

PURPOSE/ACTION REQUESTED Consider the third and final reading of an ordinance that regulates the number and frequency of garage sales.

SUMMARY The City Council has asked that staff prepare an ordinance for their consideration that regulates the number and frequency of garage sales. City Council reviewed the ordinances from a few of our surrounding communities and asked that specific language from those were incorporated into the attached draft.

At the second reading the Council directed that violations of this section are to be a petty misdemeanor. That language has been incorporated.

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

ORDINANCE NO. _____

**AN ORDINANCE ADOPTING CITY CODE TITLE 5
REGULATING GARAGE SALES**

The City Council of Inver Grove Heights does hereby ordain:

SECTION 1. AMENDMENT. Section 5-9-2 of the 2008 City Code is hereby enacted as follows:

Section 5-9-2 DEFINITIONS. The term "garage sale" shall mean and include all sales entitled "garage sale," "lawn sale," "boutique sale," or any similar casual sale of tangible personal property which is advertised by any means whereby the public at large is or can be made aware of the sale.

SECTION 2. AMENDMENT. Section 5-9-4 of the 2008 City Code is hereby enacted as follows:

SECTION 5-9-4 H. Garage Sales. The regulation of garage sales is intended to prevent their frequency from becoming a nuisance. Garage sales are allowed in all residential zoning districts with the following restrictions:

- a. There shall not be more than four sales events in each calendar year per dwelling unit. This number does not include the participation in any City sanctioned garage sale event.
- b. Sale events are limited to any consecutive 72 hour period.
- c. Garage sale signs must comply with the sign ordinance. No directional signs or advertising signs with respect to garage sales shall be attached to utility poles, trees, or signposts. All directional signs or advertising signs shall be freestanding. Each such sign shall be promptly removed after garage sales by the person conducting the sales.
- d. Garage sale signs may be erected on private properties other than the property where the sale is conducted provided permission from the private property owner is obtained.
- e. Personal property offered for sale at garage sales shall be that of the owners/occupants of the property at which the garage sale is conducted. Personal property of members of several families may be offered for sale at a garage sale at property owned or occupied by one of the participant families.
- f. No consignment personal property may be offered for sale at garage sales.
- g. Garage sales shall be conducted so as not to obstruct or interfere with pedestrian or vehicular traffic.
- h. Notwithstanding Title 1, Chapter 4 of the City Code, a violation of this section shall be a petty misdemeanor.

Section 3. Effective Date. This Ordinance shall be in full force and effect from and after its passage and publication according to law.

Passed this 23rd day of November, 2009.

George Tourville, Mayor

AYES:

NAYS:

ATTEST:

Melissa Rheaume, Deputy Clerk