

**INVER GROVE HEIGHTS CITY COUNCIL AGENDA**  
**MONDAY, JANUARY 28, 2008**  
**8150 BARBARA AVENUE**  
**7:30 P.M.**

1. CALL TO ORDER
2. ROLL CALL
3. PRESENTATIONS
4. CONSENT AGENDA – All items on the Consent Agenda are considered routine and have been made available to the City Council at least two days prior to the meeting; the items will be enacted in one motion. There will be no separate discussion of these items unless a Council member or citizen so requests, in which event the item will be removed from this Agenda and considered in normal sequence.
  - A. Minutes – January 14, 2008 Regular Council Meeting \_\_\_\_\_
  - B. Resolution Approving Disbursements for Period Ending January 23, 2008 \_\_\_\_\_
  - C. Approve Plans and Specifications for VMCC Phase II Refrigeration Modifications \_\_\_\_\_
  - D. Change Order # 2 and Pay Voucher #3 for City Project No. 2003–04, NE Quadrant Water Main Extension \_\_\_\_\_
  - E. Change Pay Voucher #8 for City Project No. 2005–22, Cahill South Street and Utility Improvements \_\_\_\_\_
  - F. Pay Voucher No. 4 – Northwest Area Utility Improvements, Lift Station R–9.1 – City Project No. 2003–15A \_\_\_\_\_
  - G. Payment for Fire/Security System Work in Water Treatment Plant Expansion Areas \_\_\_\_\_
  - H. Resolution Approving Individual Project Order #8 with Kimley–Horn and Associates, Inc. for City Project No. 2008–10, T.H. 52 East Frontage Road – Ravine Storm Water Ponds Final Design \_\_\_\_\_
  - I. Resolution Approving Individual Project Order #6 with Kimley–Horn and Associates, Inc. for City Project No. 2003–03, Southern Sanitary Sewer System – Final Design \_\_\_\_\_
  - J. NPDES Phase II Storm Water Permit Pollutant Loading Assessment & Non–degradation Plan \_\_\_\_\_
  - K. Northwest Area Easement Purchase Agreements: Howard Steenberg, True Lee and Amazing Grace Lutheran Church \_\_\_\_\_
  - L. Resolution Making an Election not to Waive the Statutory Tort Limits for Liability Insurance Purposes \_\_\_\_\_
  - M. Accept Donation to Inver Grove Heights Police Department from TCF Bank \_\_\_\_\_

N. Reaffirmation of Temporary Charitable Gambling Permit: Lakers' Raffle at VMCC \_\_\_\_\_

O. Personnel Actions \_\_\_\_\_

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

6. **PUBLIC HEARINGS**

A. **CITY OF INVER GROVE HEIGHTS;** Resolution Approving Layout No. 2C of the T.H. 52 East Frontage Road from 111<sup>th</sup> Street to Inver Grove Trail in the City of Inver Grove Heights as Prepared by the Minnesota Department of Transportation \_\_\_\_\_

7. **REGULAR AGENDA**

**ADMINISTRATION:**

A. **CITY OF INVER GROVE HEIGHTS;** Discuss Letter Outlining Schematic Design Services for City Hall Expansion/Renovation \_\_\_\_\_

B. **CITY OF INVER GROVE HEIGHTS;** Consider Proposals for Geotechnical Exploration Services \_\_\_\_\_

C. **CITY OF INVER GROVE HEIGHTS;** Consider Resolution relating to Dawn Way Landfill \_\_\_\_\_

**COMMUNITY DEVELOPMENT:**

D. **CITY OF INVER GROVE HEIGHTS;** Consider Approval of County Road 28 (80<sup>th</sup> St.) Alignment

E. **MGT DEVELOPMENT, INC.;** Consider Resolution Reaffirming the Approval of the Preliminary Plat of Argenta Hills, a seven (7) lot and seven (7) outlot plat located at the Northwest corner of Hwy. 55 and Hwy. 3 \_\_\_\_\_

F. **I-STATE TRUCKING;** Consider a Resolution Relating to a Variance to Construct Three Wall Signs Greater than 100 Square Feet for the property located at 11152 Courthouse Boulevard \_\_\_\_\_

G. **MAX STEININGER, INC.;** Consider a Temporary Extension of Operating Hours for the Clark Road Pit \_\_\_\_\_

8. **MAYOR AND COUNCIL COMMENTS**

9. **ADJOURN**

**INVER GROVE HEIGHTS CITY COUNCIL MEETING MINUTES  
MONDAY, JANUARY 14, 2008 - 8150 BARBARA AVENUE**

**CALL TO ORDER/ROLL CALL** The City Council of Inver Grove Heights met in regular session on Monday, January 14, 2008, in the City Council Chambers. Mayor Tourville called the meeting to order at 7:30 p.m. Present were Council members Grannis, Klein, Madden and Piekarski Krech; City Administrator Lynch, Assistant Administrator Teppen, City Attorney Kuntz, Parks and Recreation Director Carlson, Engineer Thureen, Community Development Director Link, Finance Director Lanoue and Deputy Clerk Rheume.

**3. PRESENTATIONS:**

A. Council Appointments for 2008:

i) Official Newspaper

**Motion by Piekarski Krech, seconded by Klein to designate the Southwest Review as the Official Newspaper**

**Ayes: 5**

**Nays: 0 Motion carried.**

ii) Official Depositories

**Motion by Piekarski Krech, seconded by Madden to designate: Bremer Bank, N.A., RBC Dain Rauscher, US Bancorp Investments, Wells Fargo Bank, Salomon Smith Barney/Citigroup, American Bank, and Stifel, Nicolaus & Co., Inc. as official depositories of the City.**

**Ayes: 5**

**Nays: 0 Motion carried.**

**Motion by Madden, seconded by Klein to designate Key Community Bank as an official depository of the City.**

**Ayes: 4**

**Nays: 0**

**Abstain: 1 (Tourville) Motion carried.**

iii) Acting Mayor

**Motion by Klein, seconded by Piekarski Krech to continue to rotate service as Acting Mayor, beginning with the senior Council member.**

**Ayes: 5**

**Nays: 0 Motion carried.**

iv) Appointments to Metropolitan Legislative Commission

**Motion by Madden, seconded by Grannis to appoint the Mayor and City Administrator as representatives to the Metropolitan Legislative Commission.**

**Ayes: 5**

**Nays: 0 Motion carried.**

v) Council Delegate to Association of Metropolitan Municipalities

**Motion by Piekarski Krech, seconded by Madden to reappoint Mayor Tourville as delegate to the Association of Metropolitan Municipalities and Council member Klein as the alternate delegate.**

**Ayes: 5**

**Nays: 0 Motion carried.**

vi) Deputy Weed Inspector – Mayor's Appointment

Mayor Tourville stated that he would re-appoint the Park Maintenance Superintendent as Deputy Weed Inspector.

#### **4. CONSENT AGENDA:**

Mayor Tourville removed item **4C, Pay Voucher #1 for Groveland and North Valley Lighting Projects** from the Consent Agenda.

Council member Klein removed items **4G, Change Order No. 6 & Pay Voucher No. 7 for City Project No. 2005-22, Cahill South Street and Utility Improvements & 4X, Personnel Actions** from the Consent Agenda.

- A. Minutes – December 10, 2007 Regular Council Meeting
- B. **Resolution 08-01** approving disbursements for period ending January 9, 2008
- D. Change Order #1/#2 & Final Pay Voucher for Oakwood Grading and Trail Improvements, City Project 2007-21
- E. Pay Voucher No. 3 – Northwest Area Utility Improvements, Lift Station R-9.1 – City Project No. 2003-15A
- F. Consider Change Order No. 7 & Pay Voucher No. 7 for City Project No. 2007-09D – South Grove Urban Street Reconstruction – Area 2
- H. **Resolution 08-02** Approving Individual Project Order No. 4A with Kimley-Horn and Associates, Inc. for City Project No. 2003-03, Southern Sanitary Sewer System – Preliminary Design
- I. **Resolution 08-03** Approving Individual Project Order No. 5A with Kimley-Horn and Associates, Inc. for City Project No. 2007-17, Clark Road Extension from T.H. 52 to Briggs Drive
- J. **Resolution 08-04** Requesting the Minnesota Department of Transportation Perform a Speed Study & Establish a Speed Zone on Argenta Trail in the City of Inver Grove Heights
- K. **Resolution 08-05** Relating to Parking Restrictions on the Extension of Clark Road – City Project No. 2007-17
- L. **Resolution 08-06** Authorizing the City of Inver Grove Heights to enter into an Agreement with Dakota County for Engineering, Right-of-Way Acquisition, and Highway Construction for C.R. 73 (Akron Avenue)
- M. Approve Joint Cooperative Agreement with Municipal Legislative Commission
- N. Approve Amendments to Dakota County Drug Task Force Joint Powers Agreement
- O. Approve Contract with Dakota County for 2008 Sentence to Serve Crew
- P. Discounted Membership Rates at the VMCC for City Employees for 2008
- Q. **Resolution 08-07** Approving Dakota County Request to Reclassify Property – Tax Forfeit Parcels 20-03500-010-52 and 20-03500-010-26
- R. **Resolution 08-08** relating to request of McEachran's to Amend the Approved Site Plan for a Variance from Minimum Lot Width Requirements
- S. Resolutions 08-09, 08-10 & 08-11 Approving Northwest Area Easement Purchase Agreements with: Palmer Goppelt, Fuel Oil Service Company and John & Christine O'Shaughnessy
- T. Accept Donation to Inver Grove Heights Police Department
- U. Approve Applications for Exempt Charitable Gambling Permits & Temporary Non-Intoxicating Malt Liquor License – St. Patrick's Church
- V. Resolution 08-12 Approving Renewal of Charitable Gambling Permit – Fraternal Order of Police
- W. Amend 2008 City Council Meeting Schedule

Y. Firefighter Suspension

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

**Ayes: 5**

**Nays: 0 Motion carried.**

C. Pay Voucher #1 for Groveland and North Valley Lighting Projects

Mayor Tourville stated that approval of this item would be considered at a later date.

G. Change Order No. 6 & Pay Voucher No. 7 for City Project No. 2005-22, Cahill South Street and Utility Improvements

Council member Klein asked for clarification on the warranty for the work that will be done to ensure that the sod replacement does not fail again.

Mr. Thureen responded that the overall warranty is one year from acceptance and stated that he would provide the Council with more detailed information at a later date.

**Motion by Klein, seconded by Madden to approve Change Order No. 6 & Pay Voucher No. 7 for City Project No. 2005-22, Cahill South Street and Utility Improvements**

**Ayes: 5**

**Nays: 0 Motion carried.**

X. Personnel Actions

Council member Klein requested that job titles for full-time employees be designated on future memos.

**Motion by Klein, seconded by Madden to approve Personnel Actions.**

**Ayes: 5**

**Nays: 0 Motion carried.**

5. **PUBLIC COMMENT:** None.

6. **PUBLIC HEARINGS:**

A. **CITY OF INVER GROVE HEIGHTS;** City Project No. 2003-03, Southern Sanitary Sewer System Improvements

Jon Horn, Kimley-Horn and Associates, explained that the proposed improvements would extend sanitary sewer from the lift station adjacent to Pine Bend School to 117<sup>th</sup> Street and also loop water main on Inver Grove Trail to T.H. 52. He stated that the project would be funded through water, sanitary sewer and street assessments, utility funds and a private contribution from Flint Hills Resources. He noted that if the project is ordered, it is proposed that the contract not be awarded until after the project has been bid and an assessment hearing has been held to determine the potential financial exposure due to appeals. He reiterated that the proposed project would include sanitary sewer improvements, water main improvements and a reconstruction of Inver Grove Trail.

Mr. Horn explained that Mn/DOT is going to close access points for a frontage road on T.H. 52 and a portion of the proposed sanitary sewer alignment lies beneath the planned East frontage road. He stated that the project would be most cost effective if coordinated with the planned 2009 frontage road construction.

Mr. Horn stated that the estimated cost for the project is \$3,925,000 and noted that this figure was significantly less than the estimates completed in March of 2007. He discussed the proposed financing plan and stated that Flint Hills Resources has agreed to contribute \$463,000 to reduce assessment costs. He reviewed the proposed assessment rates and explained that the sanitary sewer area assessment would be \$3,215/acre, and the sanitary sewer lateral assessment would be \$2,550/acre. He stated that the street reconstruction assessment would be approximately \$6,000 for a non-residential unit and \$4,000 for a residential unit. He added that the recommended assessment term is ten years. He noted that a

competitive bidding market is expected in 2008 and the cost of the project could decrease.

Mr. Horn noted that property owners have expressed concern that the standard time frame (1 year) to connect to City sewer is too short, and would like that time frame extended.

Council member Piekarski Krech questioned if some of the necessary easement acquisitions overlap with what Mn/DOT needs for the roadway.

Mr. Horn responded that there is some overlap and those easements are primarily for the extension of Clark Road.

Council member Grannis asked if the properties not currently included on the East side figure into the cost for this project or if payment would be made when that particular phase of the project was ordered in the future.

Mr. Horn said that the properties would be assessed if subsequent phases of the project are ordered.

Mayor Tourville clarified that the one year connection time frame is a state statute.

Mr. Kuntz confirmed that it is a state statute and also noted that there is flexibility with respect to availability. He stated that there is some discretion left to the City, but the matter should be formally addressed via ordinance.

Council member Grannis questioned item number five in the resolution.

Mr. Kuntz explained that all the contracts must be let within one year and staff has recommended that the time frame be amended to a period of two to five years. He stated that the timeframe should be established at the time the project is ordered.

John Jensen, stated that he is a property owner on the East side that would not be served by the first phase of the project and expressed a desire to be included with this project. He asked that the City Council consider expanding the area.

Mr. Horn explained that there are challenges to serving the properties on the East side because the pipe installation cannot occur until the frontage road is in place.

Max Steininger expressed concerns regarding the costs to acquire additional right-of-way. He suggested that temporary right-of-way access be considered to put the sewer under the existing right-of-way.

Mr. Horn responded that the goal is to not impact Clark Road. He said that temporary accesses are still being considered and the engineers do not know how much right-of-way is needed at this time. He stated that the estimates may be high, but space to allow for construction and future maintenance needs to be considered.

Lee Kammerer, 3600 102<sup>nd</sup> Street East, stated that she is opposed to the road assessments because the reconstruction will not improve the access to her property.

Mr. Kuntz explained that the property value will increase because of the road improvements and the sewer installation, and the increase in value will be equal to or greater than the cost of the assessments.

**Motion by Klein, seconded by Madden to close the public hearing.**

**Ayes: 5**

**Nays: 0      Motion carried.**

Council member Piekarski Krech stated that the cost has significantly decreased and noted that if the project is not done now it will not get done.

Mayor Tourville reiterated that it is important to try and coordinate with other projects that are happening.

**Motion by Piekarski Krech, seconded by Klein to approve Resolution 08-13 Ordering City Project 2003-03, Southern Sanitary Sewer System**

**Ayes: 5**

**Nays: 0      Motion carried.**

**B. CITY OF INVER GROVE HEIGHTS; Authorize Submittal of Comprehensive Plan Amendment to the Metropolitan Council**

Mr. Link explained that the Council approved the comprehensive plan amendment for the expansion of the Metropolitan Urban Service Area (MUSA) along the Highway 52/55 corridor on March 12, 2007. He stated that the Council also directed staff to delay the submittal of the comprehensive plan to the Metropolitan Council until further analysis of the financial implications of the sanitary sewer extension could be completed. He further explained that because the Council decided to proceed with the southern sanitary sewer extension the comprehensive plan amendment for the MUSA extension would need to be submitted to surrounding cities as well as the Metropolitan Council for approval. He noted the Metropolitan Council approval must be obtained before the City can award a contract for the project.

Harold Michie, 3125 105<sup>th</sup> Street, expressed concerns regarding the zoning of several parcels included in the MUSA expansion. He stated that the property owners would like to be zoned rural residential.

Mr. Link noted that the Comprehensive Plan is currently being reviewed and the properties Mr. Michie is concerned with could be re-zoned at a later date. He added that although the properties are included in the MUSA extension, it does not mean that sewer installation is imminent.

**Motion by Piekarski Krech, seconded by Klein to authorize submittal of Comprehensive Plan Amendment to the Metropolitan Council.**

**Ayes: 5**

**Nays: 0      Motion carried.**

**7. REGULAR AGENDA****COMMUNITY DEVELOPMENT:****A. INVER GROVE STORAGE; Consider Resolution relating to a Conditional Use Permit Amendment to allow storage of automobiles within the screened outdoor storage area for property located at 10125 Courthouse Boulevard.**

Mr. Link explained that the storage of personal recreation vehicles was previously approved by Council and the applicant is requesting the storage of passenger automobiles also be allowed.

Council member Grannis asked for the results of the CUP compliance check.

Council member Madden stated that he would like to waive the fee the applicant paid because the request was such a minor change.

Council member Piekarski Krech asked if the vehicles would be visible from the road.

The applicant responded that everything is currently screened with a six foot wooden fence in an effort to reduce visibility.

**Motion by Madden, seconded by Klein to approve Resolution 08-14 relating to a Conditional Use Permit Amendment to allow storage of automobiles within the screened outdoor storage area for property located at 10125 Courthouse Boulevard.**

**Ayes: 5**

**Nays: 0      Motion carried.**

**Motion by Madden, seconded by Klein to refund 50% (not more than \$650) of the City's bill to the applicant if the site passes the next scheduled CUP compliance check.**

**Ayes: 5**

**Nays: 0      Motion carried.**

**PUBLIC WORKS:****B. CITY OF INVER GROVE HEIGHTS;** Consider Resolution Accepting Bids and Awarding Contract for City Project No. 2006-04, Drilling of City Well No. 9

Mr. Thureen explained that staff has recommended that the contract for the project be awarded to E.H. Renner & Sons, Inc in the amount of \$294,960.00. He noted that the original estimate for the project was approximately \$320,000.

**Motion by Madden, seconded by Klein to approve Resolution 08-15 Accepting Bids and Awarding Contract to E.H. Renner & Sons, Inc. in the amount of \$294,960.00 for City Project No. 2006-04, Drilling of City Well No. 9**

**Ayes: 5**

**Nays: 0      Motion carried.**

**C. CITY OF INVER GROVE HEIGHTS;** Consider Resolution Accepting the Proposal Form & Awarding Contract to Kimley-Horn and Associates, Inc. for Engineering Design Services, Authorizing Preparation of Construction Plans & Specifications and Authorizing Appraisal Analysis of Property in the Project Area for City Project No. 2008-09D

Mr. Thureen stated that staff has recommended that Council accept the proposal from Kimley-Horn and Associates for services relating to the reconstruction of South Grove Area 3. He noted that this firm has successfully provided the same services to the City for both the 2006 and 2007 urban street reconstruction projects and is familiar with the processes and expectations associated with the project.

**Motion by Piekarski Krech, seconded by Klein to approve Resolution 08-16 Accepting the Proposal Form & Awarding Contract to Kimley-Horn and Associates, Inc. for Engineering Design Services, Authorizing Preparation of Construction Plans & Specifications and Authorizing Appraisal Analysis of Property in the Project Area for City Project No. 2008-09D**

**Ayes: 5**

**Nays: 0      Motion carried.**

**D. CITY OF INVER GROVE HEIGHTS;** Consider Capital Equipment Purchases

Mr. Thureen stated that the equipment purchases being considered were included in the 2008 budget.

Council member Madden noted that the Capital Equipment Purchases were significantly reduced through the budget process.

**Motion by Klein, seconded by Madden to approve Capital Equipment Purchases**

**Ayes: 5**

**Nays: 0      Motion carried.**

**PARKS AND RECREATION:****E. CITY OF INVER GROVE HEIGHTS;** Southern Lakes Request for Skating Facilities

Mr. Carlson explained that the Southern Lakes Homeowners Association has requested that the City allow for the development of a winter skating area in the park located in their subdivision. He stated that the Association is requesting that "volunteers" be allowed to maintain a skating rink on park property. He noted that the City is not served by outdoor skating sites South of I-494 and West of Highway 52. He suggested that the Council and Parks and Recreation Commission discuss future considerations for serving these areas as part of future planning of park amenities. He explained that the Commission has recommended that the neighborhood be allowed to flood a rink in the park.

Council member Piekarski Krech stated that she is in favor of the rink as it provides an opportunity for a lot of children to get outside and be active.

Council member Madden expressed concerns regarding potential damage to the baseball field.

Mr. Carlson confirmed that there would be turf damage caused by City vehicles that would assist in ice-making activities.

Council member Grannis suggested that the residents flood the rink without City assistance.

Mr. Carlson responded that the neighbors are proposing to flood the rink themselves but they would require some assistance from the City to shovel the area.

Council member Klein stated that he would like to consider Rich Valley as a site for a skating rink.

Mayor Tourville noted that Rich Valley is a regional park, and kids cannot walk from their homes to there.

Council member Grannis stated that the Homeowners Association should manage the skating rink and suggested that the Association enter into an agreement with the City that if the field is damaged the Association would be responsible for the work needed to restore the field to its original condition.

Mayor Tourville stated that the City needs to participate in the process and help the residents clear the area for flooding.

The President of the Homeowners Association explained that the residents would like to provide a skating area for the kids in the neighborhood this winter and are hoping for City assistance. He stated that ultimately the neighborhood would like the City to be responsible for maintaining the skating area, but reiterated that the residents are willing to do something temporary this year and have the City consider the issue again next year. He expressed concerns regarding the liability release form.

Mr. Kuntz clarified that the liability release form is meant to be signed by the residents that provide the hose and water for flooding the rink. He noted that no signatures from the skaters or association would be required.

**Motion by Grannis, seconded by Piekarski Krech, to authorize residents to flood a skating area at Southern Lakes Park pending execution of the liability release document drafted by the City attorney.**

Council member Madden asked if City staff had enough time to maintain an additional skating area. He stated that he has concerns about increasing the number of things the City is responsible for maintaining and not having the resources to follow through.

Mr. Lynch responded that he doesn't think the City has enough time or staff to handle the additional responsibility.

Mr. Carlson suggested that the Parks Maintenance staff try to fit any assistance for this skating area into a normal work week and not spending any overtime on this project.

**Motion by Tourville, seconded by Piekarski Krech to amend the motion to authorize the City to assist the Southern Lakes volunteers in establishing the skating area and assisting in the removal of snow.**

Council member Grannis reiterated that he does not think the City is prepared to take on the additional responsibility at this point.

**Ayes: 4**

**Nays: 1 (Grannis) Motion carried.**

**Motion by Tourville, seconded by Piekarski Krech to authorize residents to develop and establish a skating area at Southern Lakes Park with assistance from the City pending execution of the liability release document drafted by the City attorney**

**Ayes: 4**

**Nays: 1 (Grannis) Motion carried.**

**ADMINISTRATION:****F. CITY OF INVER GROVE HEIGHTS;** Consider 2008 Compensation Plan for Seasonal/Temporary Personnel

Ms. Teppen explained that City ordinance provides that the Council shall approve compensation plans for positions classified by the City each year. She noted that this includes seasonal/temporary part-time non-benefited positions. She stated that the ranges for these positions are based on the prevailing supply of employees within the overall job market and wage trends in the overall job market. She added that the proposed increases have been accounted for in the 2008 budget.

**Motion by Piekarski Krech, seconded by Grannis to approve the 2008 Compensation Plan for Seasonal/Temporary Personnel****Ayes: 5****Nays: 0      Motion carried.****G. CITY OF INVER GROVE HEIGHTS;** Approve Appointment of Acting Public Works Director

Mr. Lynch explained that with the retirement of Mr. Johnson they need to appoint an Acting Public Works Director to oversee daily operational issues and project management. He stated that he is recommending the appointment of City Engineer, Scott Thureen, for a period of 90 days.

**Motion by Piekarski Krech, seconded by Klein to approve Appointment of Scott Thureen to Acting Public Works Director****Ayes: 5****Nays: 0      Motion carried.****8. MAYOR AND COUNCIL COMMENTS:****9. EXECUTIVE SESSION:**

Mr. Kuntz stated that the Council will be moving into executive session and two of the items that will be discussed are pending litigation matters.

**10. ADJOURN:** Motion by Piekarski Krech, seconded by Grannis to adjourn. The meeting adjourned by unanimous vote at 12:15 a.m.

**CITY OF INVER GROVE HEIGHTS**

**REQUEST FOR COUNCIL ACTION**

Meeting Date: January 28, 2008  
 Item Type: Consent  
 Contact: Cathy Shea 651-450-2521  
 Prepared by: Cathy Shea Asst. Finance Director  
 Reviewed by: N/A

<b>Fiscal/FTE Impact:</b>	
<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 January 10, 2008 to January 23, 2008.

**SUMMARY**

Shown below is a listing of the disbursements for the various funds for the period ending January 23, 2008. The detail of these disbursements is attached to this memo.

General & Special Reveune	\$265,205.33
Debt Service & Capital Projects	364,329.94
Enterprise & Internal Service	186,238.28
Escrows	9,008.47
	<hr/>
Grand Total for All Funds	<u><u>\$824,782.02</u></u>

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

Attached to this summary for your action is a resolution approving the disbursements for the period January 10, 2008 to January 23, 2008, and the listing of disbursements requested for approval.

**DAKOTA COUNTY, MINNESOTA**

**RESOLUTION NO. \_\_\_\_\_**

**RESOLUTION APPROVING DISBURSEMENTS FOR THE  
PERIOD ENDING January 23, 2008**

**WHEREAS**, a list of disbursements for the period ending January 23, 2008 was presented to the City Council for approval;

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS:** that payment of the list of disbursements of the following funds is approved:

General & Special Revenue	\$ 265,205.33
Debt Service & Capital Projects	364,329.94
Enterprise & Internal Service	186,238.28
Escrows	<u>9,008.47</u>
Grand Total for All Funds	<u>\$ 824,782.02</u>

Adopted by the City Council of Inver Grove Heights this 28th day of January, 2008.

Ayes:

Nays:

\_\_\_\_\_  
George Tourville, Mayor

ATTEST:

\_\_\_\_\_  
Melissa Rheaume, Deputy City Clerk

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE # / DESCRIPTION	C/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
01/11/2008	86218	POTBELLY SANDWICH WORKS	planning dept meeting	101-3000-419.60-65		1/2008 * Total	113.32 113.32
01/16/2008	86219	ACE PAINT & HARDWARE	acct no 1126	101-6000-451.60-40		1/2008	28.29
			acct no 1126	101-6000-451.60-66		1/2008	174.49
			cust no 1126	101-4200-423.40-40		1/2008	9.14
			cust no 1126	101-4200-423.40-42		1/2008	43.65
			cust no 1126	101-6000-451.60-16		1/2008	8.50
			cust no 1126	101-6000-451.40-47		1/2008 * Total	9.02 273.09
01/16/2008	86220	AFSCME COUNCIL 5	city of inver grove	101-0000-203.10-00		1/2008 * Total	811.29 811.29
01/16/2008	86222	ALLINA OCC MED	acct no 70006260	101-4200-423.30-70		1/2008 * Total	3,470.00 3,470.00
01/16/2008	86223	APMP OF MINNESOTA	membership jenelle teppen	101-1100-413.50-70		1/2008 * Total	30.00 30.00
01/16/2008	86225	ARBOR DAY FOUNDATION	2008 membership	101-6000-451.50-70		1/2008 * Total	15.00 15.00
01/16/2008	86226	ARROW MOWER, INC.	inver grove hgts	101-5200-443.60-16		1/2008 * Total	121.61 121.61
01/16/2008	86227	AVAYA INC	acct no 0102233034	101-4200-423.40-44		1/2008 * Total	56.34 56.34
01/16/2008	86228	B & K TRAINING, LLC	city of inver grove hgts	101-4000-421.50-80		1/2008 * Total	1,000.00 1,000.00
01/16/2008	86229	BARNA, GUZY, & STEFFEN	city of inver grove hgts	101-1100-413.30-43		1/2008 * Total	96.00 96.00
01/16/2008	86230	BATTERIES PLUS	acct no c1034	101-4200-423.60-65		1/2008	8.51
			acct no c1034	101-4200-423.60-65		1/2008 * Total	19.11 27.62
01/16/2008	86238	COPY RIGHT	cust no 1040	101-4000-421.50-30		1/2008	180.37
			cust no 1040	101-4000-421.50-30		1/2008	69.94
			cust no 1040	101-4000-421.50-30		1/2008 * Total	95.06 345.37
01/16/2008	86239	CREATIVE GRAPHICS OF PR	city of inver grove hgts	101-3300-419.50-30		1/2008 * Total	660.41 660.41
01/16/2008	86240	CULLIGAN	acct no 157984591006	101-4200-423.60-65		1/2008 * Total	25.57 25.57
01/16/2008	86241	CULLIGAN	acct no 157984591188	101-4200-423.60-65		1/2008 * Total	10.25 10.25

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01/16/2008	86246	DAKOTA ELECTRIC ASSN	acct no 2468379	101-6000-451.40-20		1/2008 * Total	349.70 349.70
01/16/2008	86247	DAKOTA ELECTRIC ASSN	acct no 2501658	101-6000-451.40-20		1/2008 * Total	53.21 53.21
01/16/2008	86248	DAKOTA ELECTRIC ASSN	acct no 3935632	101-6000-451.40-20		1/2008 * Total	104.64 104.64
01/16/2008	86249	DATA FLOW	city of inver grove	101-2000-415.50-30		1/2008 * Total	112.38 112.38
01/16/2008	86253	EMERGENCY APPARATUS MAI	cust no 300006	101-4200-423.40-40		1/2008 * Total	138.00 138.00
01/16/2008	86254	ERNSTER, JENNIFER	application fee returned	101-0000-341.30-00		1/2008 * Total	200.00 200.00
01/16/2008	86256	FIRE ENGINEERING	subscription	101-4200-423.50-70		1/2008 * Total	29.95 29.95
01/16/2008	86257	FIRE MARSHALS ASSOCIATI	member jeffrey schadegg	101-4200-423.50-70		1/2008 * Total	35.00 35.00
01/16/2008	86258	FIREHOUSE MAGAZINE	2008 membership	101-4200-423.50-70		1/2008 * Total	29.95 29.95
01/16/2008	86260	G & K SERVICES	cust no 7494701	101-5200-443.60-45		1/2008 * Total	118.24 53.12 171.36
01/16/2008	86261	GERTENS	acct no 300006	101-6000-451.60-16		1/2008 * Total	245.53 36.40 31.99 174.18 169.40- 196.28 514.98
01/16/2008	86262	GFOA	attende: ann lanoue	101-2000-415.50-80		1/2008 * Total	355.00 355.00
01/16/2008	86266	HELEN MARIE PLOUDE, LMF	city of inver grove	101-2000-415.50-80		1/2008 * Total	63.33 126.66 443.36 63.33 126.66 886.67
01/16/2008	86267	HIGHWAY TECHNOLOGIES	carter/swoboda/elling	101-6000-451.50-80		1/2008 * Total	119.85 119.85

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01/16/2008	86268	IKON OFFICE SOLUTIONS	acct no 145253 combined	101-6000-451.40-65		1/2008 * Total	35.89 35.89
01/16/2008	86270	INVERCITY PRINTING INC	inver grove hgts fd	101-4200-423.50-30		1/2008 * Total	302.42 302.42
01/16/2008	86271	ISA	2008 membership-swoboda	101-6000-451.50-70		1/2008 * Total	145.00 145.00
01/16/2008	86272	ISAACSON, CARRIE	winzip	101-2000-415.60-42		1/2008 * Total	49.95 49.95
01/16/2008	86278	LEVANDER, GILLEN & MILL	client 92000e	101-4000-421.30-41		1/2008 * Total	18,300.81 18,300.81
01/16/2008	86280	LEVANDER, GILLEN & MILL	client 81000e	101-1000-413.30-40		1/2008 1/2008 1/2008	230.00 8,827.40 2,094.99
			client 81000e	101-3200-419.30-42		1/2008	60.00
			client 81000e	101-3300-419.30-42		1/2008	31.50
			client 81000e	101-4000-421.30-42		1/2008	1,575.10
			client 81000e	101-5000-441.30-42		1/2008 * Total	12,818.99
01/16/2008	86281	LIVING COLOR	CITY OF INVER GROVE	101-6000-451.60-66		1/2008 * Total	400.00 400.00
01/16/2008	86283	MENARDS - WEST ST. PAUL	ACCT NO 30170270	101-6000-451.60-66		1/2008 * Total	437.40 437.40
01/16/2008	86284	METRO CITIES	inver grove hgts- 130	101-1100-413.50-70		1/2008 * Total	8,859.00 8,859.00
01/16/2008	86285	METROPOLITAN COUNCIL EN	CITY OF INVER GROVE HGTS	101-0000-341.40-00		1/2008 * Total	16.75- 16.75-
01/16/2008	86286	MINNESOTA TURF & GROUND	city of inver grove hgts	101-6000-451.50-80		1/2008 * Total	1,450.00 1,450.00
01/16/2008	86287	MN DEPT OF AGRICULTURE	2008 renewal -a blackbird	101-6000-451.50-70		1/2008 * Total	50.00 50.00
01/16/2008	86289	MN DEPT OF LABOR & INDU	CUST NO 12983	101-4200-423.30-70		1/2008 * Total	10.00 10.00
01/16/2008	86290	MN GLOVE & SAFETY, INC.	cust no ctinvp	101-5000-441.60-45		1/2008	80.00
			cust no ctinvp	101-5200-443.60-45		1/2008 * Total	760.00 840.00
01/16/2008	86292	MN STATE FIRE DEPT ASSN	2008 membership	101-4200-423.50-70		1/2008 * Total	432.00 432.00
01/16/2008	86293	MPELRA	membership jenelle teppen	101-1100-413.50-70		1/2008 * Total	150.00 150.00

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01/16/2008	86295	MRPA	2008 membership	101-6000-451.50-70		1/2008 * Total	379.62 379.62
01/16/2008	86296	NARDINI FIRE EQUIPMENT	cust id invgrohei	101-4200-423.40-42		1/2008 * Total	109.78 109.78
01/16/2008	86297	NATURE CALLS, INC.	city of inver grove	101-6000-451.40-65		1/2008 * Total	121.95 121.95
01/16/2008	86299	NEXTEL COMMUNICATIONS	cust no 487383319	101-6000-451.50-20		1/2008 * Total	130.75 130.75
01/16/2008	86301	NORTHLAND PALLET INC	application fee returned	101-0000-341.30-00		1/2008 * Total	1,750.00 1,750.00
01/16/2008	86303	NRPA	MEMBERSHIP - ERIC CARLSON	101-6000-451.50-70		1/2008 * Total	135.00 135.00
01/16/2008	86307	PENTAX	cust no 8736	101-4000-421.60-65		1/2008 * Total	204.90 204.90
01/16/2008	86308	PETTY CASH	lunch meeting mn gfoa lunch ndcbo meeting investigator meeting surge protector calculator batteries	101-4000-421.50-70 101-2000-415.50-75 101-3300-419.50-80 101-4000-421.50-75 101-4000-421.60-65 101-5100-442.60-40		1/2008 * Total	23.58 15.00 16.00 13.93 12.65 8.50 89.66
01/16/2008	86309	PETTY CASH - ATM	reimburse atm	101-4000-421.60-65		1/2008 * Total	17.04 17.04
01/16/2008	86310	POWERPLAN OIB	acct no 2556007	101-5200-443.40-46		1/2008 * Total	639.00 639.00
01/16/2008	86311	PREMIER RINKS, INC.	acct no 82806544	101-6000-451.40-47		1/2008 * Total	398.71 398.71
01/16/2008	86314	PX PRODUCTS CO	city of inver grove city of inver grove	101-6000-451.60-11 101-6000-451.60-16		1/2008 * Total	284.81 495.50 780.31
01/16/2008	86315	QWEST	ACCT NO 612E126047515	101-4000-421.50-20		1/2008 * Total	35.15 35.15
01/16/2008	86316	QWEST	acct no 6515520672	101-6000-451.50-20		1/2008 * Total	40.93 40.93
01/16/2008	86317	QWEST	acct no 6514530219	101-6000-451.50-20		1/2008 * Total	40.93 40.93
01/16/2008	86318	QWEST	acct no 6514577671	101-6000-451.50-20		1/2008 * Total	40.93 40.93

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01/16/2008	86319	QWEST	acct no 6514577674	101-6000-451.50-20		1/2008	40.93
						* Total	40.93
01/16/2008	86322	S & T OFFICE PRODUCTS	acct no S28777	101-2000-415.60-65		1/2008	136.36
			acct no S28777	101-2000-415.60-40		1/2008	34.25
			acct no S28777	101-4000-421.60-40		1/2008	34.01
			acct no S28777	101-4000-421.60-40		1/2008	4.25
			acct no S28777	101-4000-421.60-40		1/2008	7.35
			acct no S28777	101-3200-419.60-10		1/2008	111.02
			acct no S28777	101-3200-419.60-40		1/2008	26.49
			acct no S28777	101-1100-413.60-40		1/2008	10.22
			acct no S28777	101-3300-419.50-30		1/2008	25.55
			acct no S28777	101-3000-419.60-65		1/2008	138.77
			acct no S28777	101-1100-413.60-65		1/2008	51.10
			acct no S28777	101-1100-413.60-65		1/2008	5.59
			acct no S28777	101-1100-413.60-40		1/2008	54.00
						* Total	638.96
01/16/2008	86325	SENSIBLE LAND USE COALI	ATTENTEE; JENN EMMERICH	101-3200-419.50-80		1/2008	35.00
						* Total	35.00
01/16/2008	86326	SHERWIN-WILLIAMS	acct no 668254535	101-6000-451.60-16		1/2008	216.95
						* Total	216.95
01/16/2008	86327	SIMPLEXGRINNELL	acct no 33700893204	101-4200-423.30-70		1/2008	460.61
						* Total	460.61
01/16/2008	86329	SOUTH EAST TOWING	city of inver grove	101-6000-451.30-70		1/2008	266.25
						* Total	266.25
01/16/2008	86330	SPORTS TURF MANAGERS AS	MEMBERSHIP 2008-BORGWARDT	101-6000-451.50-70		1/2008	145.00
						* Total	145.00
01/16/2008	86331	ST CROIX RECREATION CO	city of inver grove hgts	101-6000-451.60-65		1/2008	3,957.54
						* Total	3,957.54
01/16/2008	86332	STEENBERG SPECIALTIES	igh fd	101-4200-423.40-40		1/2008	345.00
						* Total	345.00
01/16/2008	86335	STREICHER'S	cust no 285	101-4000-421.60-65		1/2008	75.58
			cust no 285	101-4000-421.60-45		1/2008	117.24
			cust no 285	101-4000-421.60-45		1/2008	53.24
			ACCT NO 285	101-4000-421.60-18		1/2008	1,461.48
						* Total	1,707.54
01/16/2008	86338	TEPPEN, JENELLE	dinner for council	101-1000-413.50-75		1/2008	124.97
						* Total	124.97
01/16/2008	86339	TERRI KENISON	inver grove fd	101-4200-423.60-11		1/2008	35.06
						* Total	35.06
01/16/2008	86341	TODAY'S PLAYGROUND	2008 subscription	101-6000-451.50-70		1/2008	30.00
						* Total	30.00

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01/16/2008	86345	ULTRA-CHEM, INC.	vmcc and the grove	101-6000-451.60-16		1/2008 * Total	1,338.79 1,338.79
01/16/2008	86346	UNIFORMS UNLIMITED	acct no 114866 1	101-4000-421.60-45		1/2008	337.69
			acct no 114866	101-4000-421.60-45		1/2008 * Total	29.29 366.98
01/16/2008	86347	UNITED WAY	city of inver grove	101-0000-203.13-00		1/2008 * Total	181.00 181.00
01/16/2008	86348	US POSTMASTER - IGH	CITY OF INVER GROVE PD	101-4000-421.50-35		1/2008 * Total	123.00 123.00
01/16/2008	86350	USA MOBILITY WIRELESS I	acct no 0131174091	101-4000-421.50-20		1/2008 * Total	22.00 22.00
01/16/2008	86351	VERIZON WIRELESS	acct no 480564751	101-4200-423.50-20		1/2008 * Total	23.38 23.38
01/16/2008	86353	WHAT WORKS INC	city of inver grove	101-1000-413.30-70		1/2008	462.50
			city of inver grove	101-6000-451.30-70		1/2008 * Total	462.50 925.00
01/16/2008	86358	3M COMPANY	acct no jbj1184	101-6000-451.60-16		1/2008 * Total	275.25 275.25
01/23/2008	86363	ACCURINT - ACCOUNT #136	acct no 1369635	101-4000-421.50-20		1/2008 * Total	60.00 60.00
01/23/2008	86364	ACE PAINT & HARDWARE	acct no 1126	101-4200-423.60-65		1/2008	105.12
			acct no 1126	101-4200-423.40-42		1/2008	10.94
			acct no 1126	101-4200-423.40-42		1/2008	25.88
			acct no 1126	101-4200-423.40-40		1/2008 * Total	37.04 178.98
01/23/2008	86365	ANCOM TECHNICAL CENTER	acct no 328	101-4200-423.40-42		1/2008 * Total	104.50 104.50
01/23/2008	86376	CRAWFORD DOOR SALES OF	cust no 4373	101-4200-423.40-40		1/2008 * Total	157.00 157.00
01/23/2008	86377	DAKOTA CITY PROPERTY REC	city of inver grove hgts	101-4000-421.30-70		1/2008	19.20
			city of inver grove hgts	101-5100-442.30-70		1/2008 * Total	40.08 59.28
01/23/2008	86378	DAKOTA ELECTRIC ASSN	cust no 1093947	101-5400-445.40-20		1/2008 * Total	893.87 893.87
01/23/2008	86379	DAKOTA ELECTRIC ASSN	acct no 4267134	101-5400-445.40-20		1/2008 * Total	11.46 11.46
01/23/2008	86382	EMBARQ	acct no 711r080024999	101-4200-423.50-20		1/2008 * Total	124.94 124.94

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01/23/2008	86385	FAIRVIEW HEALTH SERVICE	acct no 1124598921	101-4000-421.30-70		1/2008 * Total	13.18 13.18
01/23/2008	86386	GERTENS	acct no 300006	101-4200-423.40-40		1/2008 * Total	138.00 138.00
01/23/2008	86389	GOVERNMENT FINANCE OFFI	member: ann lanoue	101-2000-415.50-70		1/2008 * Total	215.00 215.00
01/23/2008	86391	GTS	attende; melissa rheau	101-1100-413.50-80		1/2008 * Total	245.00 245.00
01/23/2008	86394	HEALTH PARTNERS	february 2008	101-0000-203.07-00		1/2008	70,262.08
			february 2008	101-0000-203.08-00		1/2008 * Total	5,862.59 76,124.67
01/23/2008	86395	HEALTH PARTNERS	february 2008 - cobra	101-0000-203.07-00		1/2008	5,326.96
			february 2008 - cobra	101-0000-203.08-00		1/2008 * Total	360.62 5,687.58
01/23/2008	86400	IACP	member larry stanger	101-4000-421.50-70		1/2008	120.00
			member gerald salmey	101-4000-421.50-70		1/2008 * Total	240.00 360.00
01/23/2008	86401	J-C PRESS	cust no 1598	101-1100-413.50-32		1/2008 * Total	5,287.73 5,287.73
01/23/2008	86404	LANGUAGE LINE SERVICES	acct no 9020909043	101-4000-421.50-20		1/2008 * Total	29.02 29.02
01/23/2008	86408	LINK, THOMAS	mileage	101-3000-419.50-65		1/2008 * Total	9.85 9.85
01/23/2008	86409	LOCAL GOVERNMENT INFORM	acct no 106325	101-4000-421.70-30		1/2008 * Total	3,561.00 3,561.00
01/23/2008	86410	LONE OAK GRAPHICS INC	cust no 8150	101-4000-421.60-65		1/2008 * Total	31.95 31.95
01/23/2008	86415	MN DEPT OF EMPLOYMENT &	4th qtr 2007	101-4200-423.20-70		1/2008	948.19
			4th qtr 2007	101-6000-451.20-70		1/2008 * Total	47.70 995.89
01/23/2008	86417	MN GFOA	member ann lanoue	101-2000-415.50-70		1/2008 * Total	60.00 60.00
01/23/2008	86419	NEXTEL COMMUNICATIONS	acct no 266183728	101-4200-423.50-20		1/2008 * Total	1,310.70 1,310.70
01/23/2008	86422	PRECISION DATA SYSTEMS	cust no 0116	101-2000-415.50-30		1/2008 * Total	45.33 45.33
01/23/2008	86423	PREVENTIVE CARE, INC.	CUST NO 550771	101-4000-421.60-65		1/2008	59.90

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01/23/2008	86425	QWEST	acct no 612e122979	101-4200-423.50-20		* Total	59.90
						1/2008	149.63
						* Total	149.63
01/23/2008	86432	TDS METROCOM	acct no 6515540132	101-4000-421.50-20		1/2008	137.12
			acct no 6515540132	101-4200-423.50-20		1/2008	348.49
			acct no 6515540132	101-6000-451.50-20		1/2008	43.94
						* Total	529.55
01/23/2008	86434	TWIN CITIES LACROSSE	acct no n261251001591	101-1100-413.30-50		1/2008	3,112.00
						* Total	3,112.00
01/23/2008	86435	U OF M - CCE REGISTRATI	ATTENDEE; STEVE DODGE	101-5100-442.50-80		1/2008	535.00
						* Total	535.00
01/23/2008	86436	UNIFORMS UNLIMITED	ACCT NO I4866	101-4000-421.60-45		1/2008	12.49
						* Total	12.49
01/23/2008	86442	XCEL ENERGY	acct no 5152791130	101-5200-443.40-20		1/2008	71.07
			acct no 5152791130	101-5400-445.40-20		1/2008	8,798.23
						* Total	8,869.30
01/23/2008	86443	XCEL ENERGY	acct no 5151854463	101-4000-421.60-65		1/2008	36.89
						* Total	36.89
01/23/2008	86444	XCEL ENERGY	acct no 5164318574	101-4200-423.40-10		1/2008	3,995.21
			acct no 5164318574	101-4200-423.40-20		1/2008	876.98
						* Total	4,872.19
01/23/2008	86445	XCEL ENERGY	acct no 5164351291	101-5400-445.40-20		1/2008	109.59
						* Total	109.59
01/23/2008	86448	10,000 LAKES CHAPTER	attende; frank martin	101-3300-419.50-70		1/2008	175.00
						* Total	175.00
01/23/2008	86449	10,000 LAKES CHAPTER	membership 2008	101-3300-419.50-70		1/2008	100.00
						* Total	100.00
				118 Checks	** Fund Total		184,861.61
01/16/2008	86313	PROGRESS PLUS	acct no 1053	201-1600-465.30-70		1/2008	1,075.00
			acct no 1053	201-1600-465.40-65		1/2008	200.00
						* Total	1,275.00
01/16/2008	86244	DAKOTA CITY TREASURER-AU	city of inver grove hgts	399-9000-570.30-70		1/2008	5,636.40
						* Total	5,636.40
01/16/2008	86285	METROPOLITAN COUNCIL EN	CITY OF INVER GROVE HGTS	404-0000-217.00-00		1/2008	1,675.00
						* Total	1,675.00
				1 Checks	** Fund Total		5,636.40
				1 Checks	** Fund Total		1,275.00

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						* Total	1,675.00
01/16/2008	86280	LEVANDER, GILLEN & MILL	client 81000e	1 Checks 423-5903-723.30-42	** Fund Total 0303	1/2008 * Total	1,675.00 2,230.60 2,230.60
01/16/2008	86280	LEVANDER, GILLEN & MILL	client 81000e	1 Checks 425-5906-725.30-42 425-5922-725.30-42	** Fund Total 0506 0522	1/2008 1/2008 * Total	4,070.78 662.50 4,733.28
01/23/2008	86371	CARLSON, ERIC	copies - hvp	425-5907-725.50-30	0507	1/2008 * Total	348.73 348.73
01/23/2008	86381	EARL F ANDERSEN INC	cust inver grove hgts	425-5922-725.80-30	0522	1/2008 * Total	2,254.37 2,254.37
01/23/2008	86383	EMMONS & OLIVIER RESOUR	city of inver grove	425-5907-725.30-30	0507	1/2008 * Total	4,798.00 4,798.00
				4 Checks	** Fund Total		12,134.38
01/16/2008	86280	LEVANDER, GILLEN & MILL	client 81000e	426-5904-726.30-42	0604	1/2008 * Total	2,405.40 2,405.40
01/16/2008	86331	ST CROIX RECREATION CO	city of inver grove hgts	426-5914-726.80-20	0614	1/2008 * Total	23,048.90 23,048.90
				2 Checks	** Fund Total		25,454.30
01/16/2008	86359	ACE BLACKTOP, INC.	oakwood grading	427-5921-727.80-30	0721	1/2008 * Total	23,087.88 23,087.88
01/23/2008	86430	STEVENS ENGINEERS INC	inver grove hgts	427-5916-727.30-30	0716	1/2008 * Total	2,908.28 2,908.28
				2 Checks	** Fund Total		25,996.16
01/16/2008	86360	ACE BLACKTOP, INC.	south grove reconstructio	440-5900-740.80-30	0709D	1/2008 * Total	8,655.10 8,655.10
01/16/2008	86261	GERTENS	acct no 300006	443-5900-743.60-16		1/2008 * Total	108.31 108.31
				1 Checks	** Fund Total		8,655.10
01/16/2008	86264	GOPPELT, PALMER	TREES	446-5915-746.80-10	0315	1/2008 * Total	16,200.00 16,200.00
				1 Checks	** Fund Total		108.31

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01/16/2008	86265	GORDON, BERNADINE	TREE LOSS	446-5915-746.80-10	0315	1/2008 * Total	70,000.00 70,000.00
01/16/2008	86274	KATH FUEL OIL SERVICE C	TREES	446-5915-746.80-10	0315	1/2008 * Total	153,000.00 153,000.00
01/16/2008	86280	LEVANDER, GILLEN & MILL	client 81000e	446-5915-746.30-42	0315	1/2008 * Total	12,739.69 12,739.69
01/16/2008	86304	O'SHAUGHNESSY, JOHN & C	temporary easement	446-5915-746.80-10	0315	1/2008 * Total	26,000.00 26,000.00
01/23/2008	86405	LEE, TRUE	APPRAISAL REIMBURSEMENT	446-5915-746.80-10	0315	1/2008 * Total	1,500.00 1,500.00
01/23/2008	86407	LINDELL, NANCY	APPRAISAL REIMBURSEMENT	446-5915-746.80-10	0315	1/2008 * Total	750.00 750.00
01/23/2008	86429	STEENBERG, HOWARD	APPRAISAL REIMBURSEMENT	446-5915-746.80-10	0315	1/2008 * Total	1,500.00 1,500.00
01/23/2008	86439	UNIVERSAL VALUATION SER	APPRAISAL REIMBURSEMENT	446-5915-746.80-10	0315	1/2008 * Total	750.00 750.00
9 Checks      ** Fund Total							282,439.69
01/16/2008	86219	ACE PAINT & HARDWARE	cust no 1126 cust no 1126	501-7100-512.60-16 501-7100-512.60-16		1/2008 1/2008 * Total	27.82 32.65 60.47
01/16/2008	86245	DAKOTA ELECTRIC ASSN	acct no 2148310	501-7100-512.40-20		1/2008 * Total	9.06 9.06
01/16/2008	86250	DEY DISTRIBUTING	cust no 11324 cust no 11324	501-7100-512.40-40 501-7100-512.40-40		1/2008 1/2008 * Total	101.49 14.63 116.12
01/16/2008	86251	ECOLAB PEST ELIMINATION	wate01590001	501-7100-512.40-40		1/2008 * Total	59.64 59.64
01/16/2008	86260	G & K SERVICES	cust no 7494701	501-7100-512.60-45		1/2008 * Total	23.35 23.35
01/16/2008	86263	GOODIN COMPANY	cust no 1001619 cust no 1001619	501-7100-512.60-16 501-7100-512.60-16		1/2008 1/2008 * Total	149.53 7.05 156.58
01/16/2008	86266	HELEN MARIE PLOUDE, LMF	city of inver grove	501-7100-512.50-80		1/2008 * Total	63.33 63.33
01/16/2008	86300	NORTHERN WATER WORKS SU	ATTENDEE; A SCHWARTZ	501-7100-512.50-80		1/2008 * Total	120.00 120.00

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01/16/2008	86305	ONE CALL CONCEPTS INC	cust no cinght1	501-7100-512.30-70		1/2008 * Total	140.65 140.65
01/16/2008	86322	S & T OFFICE PRODUCTS	acct no s28777	501-7100-512.40-40		1/2008	2,273.47
			acct no s28777	501-7100-512.60-16		1/2008 * Total	95.16 2,368.63
01/16/2008	86336	SUSA	2008 membership dues	501-7100-512.50-70		1/2008	100.00
			2008 membership dues	501-7100-512.50-70		1/2008 * Total	100.00 200.00
01/16/2008	86344	TWIN CITY WATER CLINIC	city of inver grove	501-7100-512.30-70		1/2008 * Total	330.00 330.00
01/16/2008	86355	XCEL ENERGY	acct no 5160987097	501-7100-512.40-10		1/2008	2,448.83
			acct no 5160987097	501-7100-512.40-20		1/2008 * Total	10,775.95 13,224.78
01/23/2008	86393	HAWKINS, INC.	cust no 108816	501-7100-512.60-19		1/2008 * Total	4,483.26 4,483.26
01/23/2008	86416	MN DNR WATERS	PERMIT 1980-6052	501-7100-512.30-70		1/2008 * Total	13,780.00 13,780.00
01/23/2008	86432	TDS METROCOM	acct no 6515540132	501-7100-512.50-20		1/2008 * Total	265.83 265.83
01/23/2008	86440	VALLEY-RICH CO, INC	acct no igh	501-7100-512.40-46		1/2008 * Total	3,649.70 3,649.70
01/16/2008	86260	G & K SERVICES	cust no 7494701	502-7200-514.60-45		1/2008 * Total	10.01 10.01
01/16/2008	86276	LECLAIR, WILLIAM	REQUESTED CREDIT REFUND	502-0000-116.00-00		1/2008 * Total	88.51 88.51
01/16/2008	86355	XCEL ENERGY	acct no 5160987097	502-7200-514.40-20		1/2008 * Total	172.74 172.74
01/23/2008	86414	METROPOLITAN COUNCIL	cust no 5084	502-7200-514.40-15		1/2008 * Total	109,359.28 109,359.28
01/16/2008	86231	BIRDIE-BERT PRINTING	inverwood golf course	503-8000-521.60-65		1/2008 * Total	498.41 498.41
01/16/2008	86234	CHECKPOINT SYSTEMS INC	cust no 2399	503-8500-526.50-55		1/2008 * Total	210.00 210.00
01/16/2008	86273	JOHN'S AUTO SHOP	acct no 11931	503-8600-527.40-42		1/2008	416.60
					** Fund Total		109,630.54
					4 Checks		
					** Fund Total		109,359.28
					17 Checks		39,051.40
					** Fund Total		39,051.40

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01/16/2008	86277	LEEF SERVICES	acct no 1469253	503-8600-527.60-45		* Total	416.60
						1/2008	46.96
						* Total	46.96
01/16/2008	86287	MN DEPT OF AGRICULTURE	2008 renewal/t malotky	503-8600-527.50-70		* Total	40.00
						1/2008	40.00
						* Total	40.00
01/16/2008	86328	SOUTH BAY DESIGN	inverwood golf course	503-8500-526.50-25		* Total	330.00
						1/2008	330.00
						* Total	330.00
01/16/2008	86337	TDS METROCOM	ACCT NO 6514573667	503-8500-526.50-20		* Total	277.98
						1/2008	277.98
						* Total	277.98
01/16/2008	86342	TOLL GAS & WELDING SUPP	cust no c1376	503-8600-527.40-42		* Total	234.30
						1/2008	234.30
						* Total	234.30
01/16/2008	86352	VGM CLUB	acct no 190222	503-8500-526.50-70		* Total	160.00
						1/2008	160.00
						* Total	160.00
01/16/2008	86356	XCEL ENERGY	acct no 5158775121	503-8600-527.40-20		* Total	52.02
						1/2008	52.02
						* Total	52.02
01/16/2008	86357	XCEL ENERGY	ACCT NO 5185736223	503-8600-527.40-20		* Total	213.73
						1/2008	213.73
						* Total	213.73
01/23/2008	86364	ACE PAINT & HARDWARE	acct no 1126	503-8600-527.60-40		* Total	26.07
						1/2008	26.07
						* Total	26.07
01/23/2008	86367	AT & T MOBILITY	acct no 871237317	503-8500-526.50-20		* Total	23.98
						1/2008	23.98
						* Total	23.98
01/23/2008	86368	AUTOMATIC GARAGE DOORS	cust no 69930	503-8600-527.40-40		* Total	151.05
						1/2008	151.05
						* Total	151.05
01/23/2008	86384	ESCHELON TELECOM, INC	acct no 005259	503-8500-526.50-20		* Total	462.42
						1/2008	462.42
						* Total	462.42
01/23/2008	86403	JOHN'S AUTO SHOP	acct no 11931	503-8600-527.40-42		* Total	432.95
						1/2008	432.95
						* Total	432.95
01/23/2008	86406	LEEF SERVICES	acct no 1001094	503-8600-527.60-45		* Total	52.16
						1/2008	52.16
						* Total	52.16
01/23/2008	86415	MN DEPT OF EMPLOYMENT &	4th qtr 2007	503-8000-521.20-70		1/2008	1,450.31
			4th qtr 2007	503-8300-524.20-70		1/2008	1,409.90
			4th qtr 2007	503-8600-527.20-70		1/2008	2,028.02
						* Total	4,888.23
01/23/2008	86418	MPGMA	inverwood golf course	503-8500-526.50-70		1/2008	75.00
						* Total	75.00
01/23/2008	86427	SEVEN CORNERS HARDWARE,	city of inver grove	503-8600-527.60-40		1/2008	63.85



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01/16/2008	86295	MRPA	2008 membership	505-6200-453.50-70	C10000	* Total	335.00
						1/2008	759.22
						* Total	759.22
01/16/2008	86308	PETTY CASH	silver sneakers mailing parking	505-6200-453.50-35 505-6200-453.50-65	C10100 C15500	1/2008 * Total	4.60 6.00 10.60
01/16/2008	86323	SAM'S CLUB	acct no 7715090061606950 acct no 7715090061606950	505-6200-453.60-65 505-6200-453.76-05	C70000 C30300	1/2008 * Total	16.09 108.83 124.92
01/16/2008	86333	STERICYCLE INC	ACCT NO 2003272	505-6200-453.40-25	C10000	1/2008 * Total	205.08 205.08
01/16/2008	86334	STILLWATER AREA SCHOOLS	overpmt pool rental	505-0000-352.27-00	C55000	1/2008 * Total	75.00 75.00
01/16/2008	86340	THE LIFE GUARD STORE INC	VETERANS MEMORIAL COMMUN	505-6200-453.60-65	C15500	1/2008 * Total	29.75 29.75
01/16/2008	86343	TRUZINSKI, TAMI	supplies for decorating	505-6200-453.60-65	C10000	1/2008 * Total	55.65 55.65
01/16/2008	86357	XCEL ENERGY	acct no 5168679487 acct no 5168679487	505-6200-453.40-10 505-6200-453.40-20	C25000 C25000	1/2008 * Total	24,507.45 20,053.87 44,561.32
01/23/2008	86375	CRARY, AMY	fitness mgmt class office supplies	505-6200-453.50-80 505-6200-453.60-40	C70000 C70000	1/2008 * Total	514.00 11.72 525.72
01/23/2008	86380	DAKOTA GLASS & GLAZING	veterans memorial	505-6200-453.40-42	C70000	1/2008 * Total	319.00 319.00
01/23/2008	86387	GIRL SCOUTS/DAKOTA SERV	overpmt pool rental	505-0000-352.27-00	C55000	1/2008 * Total	35.00 35.00
01/23/2008	86399	HUBBSCH SERVICES	cust no 92965	505-6200-453.40-40	C25000	1/2008 * Total	101.28 101.28
01/23/2008	86402	JD LETTERING & SPORTSWE	city of inver grove	505-6200-453.60-45	C70000	1/2008 * Total	105.44 105.44
01/23/2008	86412	MAGC	MEMBER: BETHANY ADAMS	505-6200-453.50-70	C91000	1/2008 * Total	60.00 60.00
01/23/2008	86415	MN DEPT OF EMPLOYMENT &	4th qtr 2007	505-6200-453.20-70	C25000	1/2008 * Total	187.68 187.68
01/23/2008	86420	OXYGEN SERVICE COMPANY,	acct no 09684	505-6200-453.60-65	C16000	1/2008 * Total	11.23 11.23

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01/23/2008	86424	PUSH PEDAL PULL	inver grove hqts park/rec	505-6200-453.80-80	C70000	1/2008 * Total	18,982.56 18,982.56
01/23/2008	86428	SIMLEY HIGH SCHOOL	inver grove hqts park/rec	505-6200-453.70-63	C13000	1/2008 * Total	2,758.25 2,758.25
01/23/2008	86431	SWANK MOTION PICTURE IN	acct no 0259507	505-6200-453.60-65	C50000	1/2008 * Total	288.62 288.62
01/23/2008	86432	TDS METROCOM	acct no 6515540132	505-6200-453.50-20	C10000	1/2008 * Total	135.08 135.08
01/23/2008	86433	TRUZINSKI, TAMI	SUPPLIES FOR DECORATING	505-6200-453.60-65	C10000	1/2008 * Total	74.28 74.28
01/23/2008	86446	XCEL ENERGY	acct no 5168679487	505-6200-453.40-20	C21000	1/2008 * Total	2,083.05 2,083.05
				30 Checks	** Fund Total		77,256.07
01/16/2008	86233	CARQUEST OF ROSEMOUNT	cust no 614420	603-5300-444.40-41		1/2008	14.88
			cust no 614420	603-0000-145.50-00		1/2008	59.47
			cust no 614420	603-5300-444.40-41		1/2008	55.68
			cust no 614420	603-0000-145.50-00		1/2008 * Total	28.06 158.09
01/16/2008	86243	DAKOTA CTY TREASURER	epa id mng007183841	603-5300-444.40-25		1/2008 * Total	92.20 92.20
01/16/2008	86253	EMERGENCY APPARATUS MAI	inver grove hqts fd	603-5300-444.40-41		1/2008	2,668.70
			inver grove hqts fd	603-5300-444.40-41		1/2008 * Total	763.95 3,432.65
01/16/2008	86260	G & K SERVICES	cust no 7494701	603-5300-444.40-65		1/2008	83.82
			cust no 7494701	603-5300-444.60-45		1/2008 * Total	99.75 183.57
01/16/2008	86306	OXYGEN SERVICE COMPANY,	acct no 04393	603-5300-444.60-12		1/2008 * Total	152.42 152.42
01/16/2008	86308	PETTY CASH	license tabs 0203	603-5300-444.40-41		1/2008 * Total	14.50 14.50
01/16/2008	86310	POWERPLAN OIB	acct no 2556007	603-5300-444.40-41		1/2008 * Total	4,876.56 4,876.56
01/16/2008	86329	SOUTH EAST TOWING	city of inver grove	603-5300-444.40-42		1/2008 * Total	202.35 202.35
01/16/2008	86354	WHITAKER LINCOLN MERCUR	ACCT NO 4198	603-5300-444.40-41		1/2008	139.21
			ACCT NO 4198	603-5300-444.40-41		1/2008 * Total	637.73 776.94

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01/23/2008	86364	ACE PAINT & HARDWARE	acct no 1126	603-5300-444.60-12		1/2008	2.12
						* Total	2.12
01/23/2008	86366	ASTLEFORD INT'L & ISUZU	cust no 1454	603-0000-145.50-00		1/2008	97.17
						* Total	97.17
01/23/2008	86369	BENFER EQUIPMENT & SUPP	inver grove hgts fd	603-5300-444.40-41		1/2008	10.67
						* Total	10.67
01/23/2008	86370	BOYER TRUCKS - PARTS DI	acct no c20390	603-5300-444.40-41		1/2008	22.82
						* Total	22.82
01/23/2008	86373	CARQUEST OF ROSEMOUNT	cust no 614420	603-5300-444.40-41		1/2008	159.59
			cust no 614420	603-5300-444.40-41		1/2008	71.33
			cust no 614420	603-5300-444.40-41		1/2008	35.67
			cust no 614420	603-5300-444.40-41		1/2008	229.93
			cust no 614420	603-5300-444.40-41		1/2008	62.80
			cust no 614420	603-5300-444.60-12		1/2008	19.15
			cust no 614420	603-0000-145.50-00		1/2008	61.79
			cust no 614420	603-0000-145.50-00		1/2008	26.45
			cust no 614420	603-0000-145.50-00		1/2008	14.87
			cust no 614420	603-5300-444.60-12		1/2008	15.49
			cust no 614420	603-5300-444.40-41		1/2008	26.16
			cust no 614420	603-0000-145.50-00		1/2008	260.01
			cust no 614420	603-5300-444.60-40		1/2008	8.50
			cust no 614420	603-5300-444.40-41		1/2008	21.30
			cust no 614420	603-5300-444.40-41		1/2008	27.89
			cust no 614420	603-5300-444.40-41		* Total	926.99
01/23/2008	86374	COMO LUBE & SUPPLIES	cust no 100395	603-5300-444.40-25		1/2008	223.51
						* Total	223.51
01/23/2008	86388	GOODIN COMPANY	cust no 1001619	603-5300-444.40-40		1/2008	173.61
						* Total	173.61
01/23/2008	86390	GREEN IMAGE	cust no 402276	603-5300-444.40-41		1/2008	88.40
						* Total	88.40
01/23/2008	86411	MACQUEEN EQUIPMENT INC	city of inver grove	603-5300-444.40-41		1/2008	48.67
						* Total	48.67
01/23/2008	86421	POMP'S TIRE SERVICE, IN	acct no 4502557	603-5300-444.60-14		1/2008	593.42
						* Total	593.42
01/23/2008	86426	RALPH'S CAR & TRACTOR S	acct no hrc5780	603-5300-444.40-40		1/2008	415.07
						* Total	415.07
01/23/2008	86437	UNITED PARCEL SERVICE	acct no v4650v	603-5300-444.40-41		1/2008	27.08
						* Total	27.08
01/23/2008	86441	WESTERN PETROLEUM COMPA	CITY OF INVER GROVE HGTS	603-0000-145.50-00		1/2008	952.58
						* Total	952.58

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01/23/2008	86442	XCEL ENERGY	acct no 5152791130	603-5300-444.40-10		1/2008	3,428.99
			acct no 5152791130	603-5300-444.40-20		1/2008	1,720.80
						* Total	5,149.79
						** Fund Total	18,621.18
01/16/2008	86221	ALEXANDER, MARK	index supplies	604-2200-416.60-10		1/2008	15.95
						* Total	15.95
01/16/2008	86322	S & T OFFICE PRODUCTS	acct no S28777	604-2200-416.60-10		1/2008	180.72
			acct no S28777	604-2200-416.60-10		1/2008	24.57
			acct no S28777	604-2200-416.60-10		1/2008	32.58
			acct no S28777	604-2200-416.60-10		1/2008	85.17
			acct no S28777	604-2200-416.60-10		1/2008	37.63
			acct no S28777	604-2200-416.60-10		1/2008	46.94
			acct no S28777	604-2200-416.60-10		1/2008	291.45
			acct no S28777	604-2200-416.60-10		1/2008	3.20
			acct no S28777	604-2200-416.60-10		1/2008	82.08
			acct no S28777	604-2200-416.60-10		1/2008	305.14
						* Total	1,040.34
01/16/2008	86323	SAM'S CLUB	acct no 7715090061606950	604-2200-416.60-10		1/2008	3.07
						* Total	3.07
01/16/2008	86324	SAM'S CLUB	acct no 7715090065702540	604-2200-416.60-10		1/2008	1.02
						* Total	1.02
01/23/2008	86392	HAWK LABELING SYSTEMS	cust no 32291	604-2200-416.60-10		1/2008	136.05
						* Total	136.05
01/23/2008	86422	PRECISION DATA SYSTEMS	CUST NO 0274	604-2200-416.60-10		1/2008	774.20
			cust no 0116	604-2200-416.60-10		1/2008	493.67
			CUST NO 0116	604-2200-416.60-05		1/2008	187.22
			CUST NO 0116	604-2200-416.60-10		1/2008	87.18
						* Total	1,542.27
						** Fund Total	2,738.70
01/16/2008	86232	BKV GROUP, INC.	city of inver grove hgts	605-3100-419.60-65		1/2008	185.27
						* Total	185.27
01/16/2008	86252	ELERT & ASSOCIATES	city of inver grove hgts	605-3100-419.30-70		1/2008	1,350.00
						* Total	1,350.00
01/16/2008	86261	GERTENS	acct no 300006	605-3100-419.60-65		1/2008	33.39
						* Total	33.39
01/16/2008	86282	LONE OAK COMPANIES, INC	city of inver grove	605-3100-419.50-35		1/2008	310.19
						* Total	310.19
01/16/2008	86298	NEOPOST	acct no 52240662-711508	605-3100-419.40-44		1/2008	168.96
			acct no 52240662-711508	605-3100-419.40-50		1/2008	1,447.97
			acct no 52240662-711508	605-3100-419.40-44		1/2008	719.21

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01/16/2008	86349	USA MOBILITY WIRELESS I	acct no 03174935	605-3100-419.60-65		* Total	2,336.14
						1/2008 * Total	3.74
						1/2008 * Total	3.74
01/23/2008	86432	TDS METROCOM	acct no 6515540132	605-3100-419.50-20		* Total	1,453.72
						1/2008 * Total	1,453.72
01/23/2008	86447	ZEE MEDICAL SERVICE	acct no 701	605-3100-419.60-65		* Total	85.08
						1/2008 * Total	85.08
				8 Checks	** Fund Total		5,690.75
01/16/2008	86235	CIVICPLUS	cust no cpinver grove hei	606-1400-413.30-70		* Total	1,650.00
						1/2008 * Total	1,650.00
01/16/2008	86291	MN OFFICE OF ENTERPRISE	cust no b00501	606-1400-413.30-70		* Total	100.00
						1/2008 * Total	100.00
				2 Checks	** Fund Total		1,750.00
01/16/2008	86224	ARAMARK REFRESHMENT SER	cust no 313444	702-0000-228.65-00		* Total	48.00
						1/2008 * Total	48.00
01/16/2008	86275	KLEIN, WILLIAM	PHONE REIMBURSEMENT	702-0000-230.72-00		* Total	70.08
						1/2008 * Total	70.08
01/16/2008	86280	LEVANDER, GILLEN & MILL	client 81000e	702-0000-228.46-00		1/2008	37.00
			client 81000e	702-0000-229.35-00		1/2008	37.00
			client 81000e	702-0000-229.61-00		1/2008	629.00
			client 81000e	702-0000-229.78-00		1/2008	42.00
			client 81000e	702-0000-230.05-00		1/2008	906.40
			client 81000e	702-0000-230.06-00		1/2008	107.40
			client 81000e	702-0000-230.25-00		1/2008 * Total	42.00
							1,800.80
01/16/2008	86302	NORTHWEST ASPHALT, INC.	hydrant deposit return	702-0000-229.43-00		* Total	219.84
						1/2008 * Total	219.84
01/16/2008	86312	PRINZ, MARCY	face painters-reimburse	702-0000-230.72-00		* Total	150.00
						1/2008 * Total	150.00
01/16/2008	86322	S & T OFFICE PRODUCTS	acct no s28777	702-0000-229.02-00		* Total	13.69
						1/2008 * Total	13.69
01/16/2008	86323	SAM'S CLUB	acct no 7715090061606950	702-0000-229.02-00		* Total	108.68
						1/2008 * Total	108.68
01/16/2008	86324	SAM'S CLUB	acct no 7715090065702540	702-0000-230.72-00		* Total	1,507.30
						1/2008 * Total	1,507.30
01/17/2008	86361	STEELE COUNTY SHERIFF'S	daniel james walseth	702-0000-229.10-00		* Total	500.00
						1/2008 * Total	500.00

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
01/18/2008	86362	DAKOTA CITY SHERIFF'S DE	claudio villatoro jr	702-0000-229.10-00		1/2008 * Total	500.00 500.00
01/23/2008	86397	HOISINGTON KOEGLER GROU	city of inver grove hghts	702-0000-230.28-00		1/2008	420.00
			city of inver grove hghts	702-0000-230.38-00		1/2008 * Total	140.37 560.37
01/23/2008	86398	HSEC BUSINESS SOLUTIONS	acct no 7737040901193285	702-0000-230.72-00		1/2008 * Total	63.90 63.90
01/23/2008	86413	MCGROARTY, STEVE J AND	period jan - dec 07	702-0000-229.68-00		1/2008 * Total	726.70 726.70
				13 Checks	** Fund Total		6,269.36
01/16/2008	86280	LEVANDER, GILLEN & WILL	client 81000e	703-5500-446.30-42		1/2008 * Total	2,739.11 2,739.11
				1 Checks	** Fund Total		2,739.11
				273 Checks	*** Bank Total		824,782.02
				273 Checks	*** Grand Total		824,782.02

**CITY OF INVER GROVE HEIGHTS**

**REQUEST FOR COUNCIL ACTION**

Approve Plans and Specifications for VMCC Phase II Refrigeration Modifications

---

Meeting Date: January 28, 2008  
 Item Type: Consent Agenda  
 Contact: Eric Carlson – 651.450.2587  
 Prepared by: Eric Carlson  
 Reviewed by: Eric Carlson – Parks & Recreation  
 Adam Brotzler - VMCC

<b>Fiscal/FTE Impact:</b>	
<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**

Authorize staff to solicit for bid for the phase II refrigeration modifications.

The proposed schedule is as follows:

- January 28, 2008 Council approves specifications and ad for bid
- February 3, 2008 Ad posted in the legal newspaper (Southwest Review)
- February 26, 2008 Bids are opened at 10:00am (must be posted for three weeks)
- March 10, 2008 Council considers awarding contract
- May 4, 2008 Ice out and contractor can begin work
- July 29, 2008 End of construction, ice back in
- August 4, 2008 First day of ice use

**Background:**

In 2006, the City hired Xcel Energy and Tony Dibb to perform an energy audit of the facility. The report is a comprehensive look at the mechanical systems found in the building and makes recommendations as to how the City could make capital investments in the mechanical systems that would result in reduced energy usage resulting in a cost savings to the City through lower utility bills.

The refrigeration system accounts for over 75% of the facility’s total electric consumption. In 2005, the VMCC electric bill totaled \$121,000 while the natural gas bill was \$81,000. These figures do not include The Grove Aquatic & Fitness Center.

In March of 2007, the Council approved the Phase I improvements which included the replacement of the cooling tower, and one of the three compressors. These improvements have been completed and are operating as anticipated.

According to Tony Dibb's study, the second phase of the refrigeration modifications should include:

<b>Issue</b>	<b>Estimated Cost</b>	<b>Estimated Annual Electric Savings</b>	<b>Estimated Annual Gas Savings</b>
Flooded Chiller	\$195,950	\$16,667	
Additional Compressor	\$40,000		
2 Compressor Motor Replacements	\$16,000	\$3,282	
Brine Pump Impellers	\$5,000	\$7,544	
Heat Reclaim	\$46,000		\$29,647
Supervisory Control	\$22,700	\$3,846	\$17,106
Power Factor	\$1,800	\$1,290	
<b>Total</b>	<b>\$327,450</b>	<b>\$32,629</b>	<b>\$46,753</b>

Anticipated payback is 3.4 years based on the above calculations. A realistic payback is 4 – 6 years.

In November 2007, the Council authorized hiring Stevens Engineering to design the second phase of the refrigeration modifications for the VMCC refrigeration system using the information gathered by Tony Dibb. Stevens Engineering's plans and specs include the following construction cost estimates:

<b>Base project</b>	<b>Engineers Estimate</b>
Demolition	\$10,000
Refrigeration system (chiller, brine pumps, piping)	\$315,000
<b>Base Bid Total Estimate</b>	<b>\$325,000</b>
<b>Alternate Bids</b>	
Additional Compressor	\$25,000
2 Compressor motor replacements	\$16,000
Replace East rink PVC transmission mains (currently leaking)	\$20,000
Heat Reclaim for West Rink	\$30,000 - \$75,000
Pipe insulation (poly vs armaflex)	(\$8,000 - \$10,000) deduct
Replace steel pipe with copper	(\$10,000 - \$15,000) deduct
<b>Alternate Bids Estimate</b>	<b>\$73,000 - \$111,000</b>

Staff is including the alternates in an effort to give the City the most flexibility in ordering the project based on bid prices. Staff and Stevens Engineering will develop a recommendation once bids have been opened.

If the City awards the base project plus all of the alternates the project has an anticipated payback of 4.1 – 4.5 years. Realistically, staff would estimate the payback at around 6-8 years. The improvements are designed to last 25+ years.

**ADVERTISEMENT FOR BIDS  
VETERAN'S MEMORIAL  
REFRIDGERATION SYSTEM  
CITY OF INVER GROVE HEIGHTS  
DAKOTA COUNTY, MINNESOTA**

Notice is hereby given that sealed proposals will be received by the City Council of the City of Inver Grove Heights, Dakota County, Minnesota, at Inver Grove Heights City Hall, 8150 Barbara Ave, Inver Grove Heights, Minnesota 55077, until 10:00 AM CDT, February 26, 2008, and will be publicly opened at said time and place by two or more designated officers or agents of the City of Inver Grove Heights, said proposals to be for the furnishing of all labor and materials for the construction complete and in place in accordance with the plans and specifications for the following:

Refrigeration System Modifications

The bids must be submitted on the bid forms provided in accordance with Contract Documents, as prepared by Stevens Engineers, 1680 Livingstone Road, Hudson, WI 54016, which are also on file with the City Clerk of Inver Grove Heights and may be seen at the office of the Consulting Engineer.

Federal Labor Standards and Equal Employment Opportunity requirements shall apply on the project.

Bids must be on the basis of cash payment for the work and materials, and no bid will be considered unless sealed and filed with the City Clerk and accompanied by a cash deposit, certified check, or bidder's bond, payable to the City, for not less than 5% of the bid, as a guarantee that the bidder will, within fifteen (15) days after notification of the award of contract, enter into an agreement with the City and furnish a bond for the full amount of the contract as provided by law. This deposit will be subject to forfeiture as provided by law.

Cash deposits, certified checks, and bidder's bonds of the three (3) lowest bidders may be retained until the contract has been awarded and executed, but no longer than 60 days from the date of opening bids. All other deposits will be refunded promptly.

All Bidders for contract amounts of \$50,000 or more shall require contractors, subcontractors and vendors which have 20 or more full-time employees to submit a copy of their Affirmative Action Certificate for the current period with their bid.

The City reserves the right to reject any and all bids and to waive any informalities therein. No bid may be withdrawn within 60 days from the date of opening of bids.

It is anticipated that the bids will be considered by the City of Inver Grove Heights at their meeting on March 10, 2008.

Dated: January 29, 2008

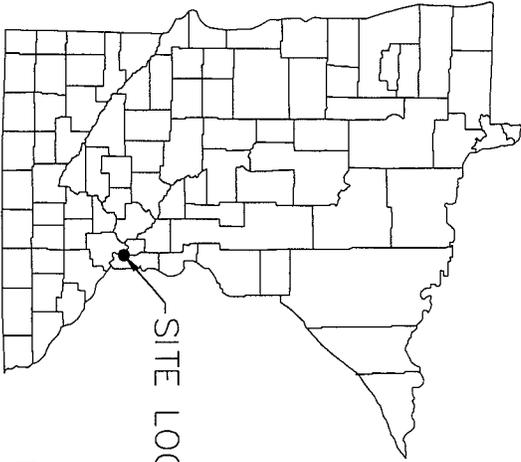
By Order of the City Council

Published: Southwest Review  
February 3, 2008

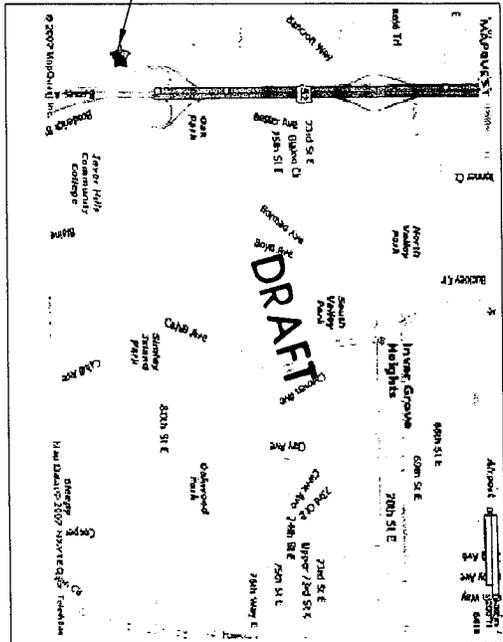
/s/ Joe Lynch, City Administrator

# ICE RINK EQUIPMENT REPLACEMENT VETERANS MEMORIAL COMMUNITY CENTER ICE ARENA INVER GROVE HEIGHTS, MINNESOTA

## LOCATION MAP



SITE LOCATION

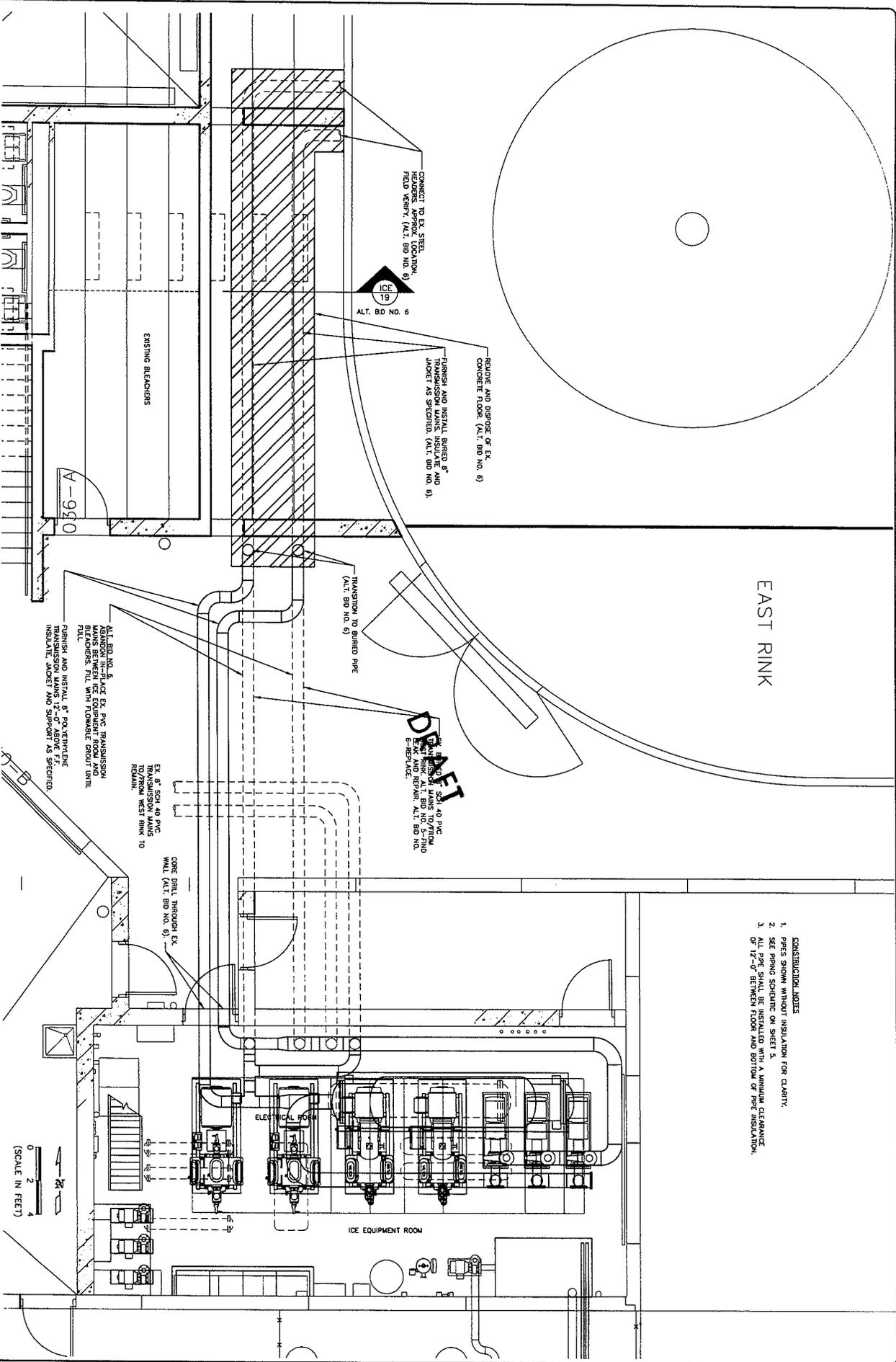


## INDEX OF SHEETS

- 1 - TITLE, LOCATION, INDEX
- 2 - ICE EQUIPMENT ROOM DEMOLITION PLAN
- 3 - ARENA PLAN - EAST RINK
- 4 - ICE EQUIPMENT ROOM PLAN
- 5 - REFRIGERATION SYSTEM FLOW DIAGRAM
- 6 - WASTE HEAT RECOVERY SYSTEM FLOW DIAGRAM
- 7 - DETAILS

PRELIMINARY-NOT FOR CONSTRUCTION





EAST RINK

**REMOVE**  
 EX. 8" SCH 40 PVC  
 TRANSMISSION MAINS TO/FROM  
 EAST RINK. ALT. BID NO. 5. AND  
 REPAIR. ALT. BID NO.  
 6. REFER TO:

TRANSITION TO BURIED PIPE  
 (ALT. BID NO. 6)

REMOVE AND DISPOSE OF EX.  
 CONCRETE FLOOR. (ALT. BID NO. 6)

FURNISH AND INSTALL BURIED 8"  
 TRANSMISSION MAINS, INSULATE AND  
 JACKET AS SPECIFIED. (ALT. BID NO. 6)

ICE  
 19  
 ALT. BID NO. 6

CONNECT TO EX. STEEL  
 HEADERS, APPROX. LOCATION,  
 FIELD VENT. (ALT. BID NO. 6)

EXISTING BLEACHERS

ALT. BID NO. 6  
 ABANDON IN-PLACE EX. PVC TRANSMISSION  
 MAINS TO/FROM BLEACHERS. FILL WITH FLOWABLE GROUT UNTIL  
 FULL.

FURNISH AND INSTALL 8" POLYETHYLENE  
 TRANSMISSION MAINS 12'-0" ABOVE F.F.  
 INSULATE, JACKET AND SUPPORT AS SPECIFIED.

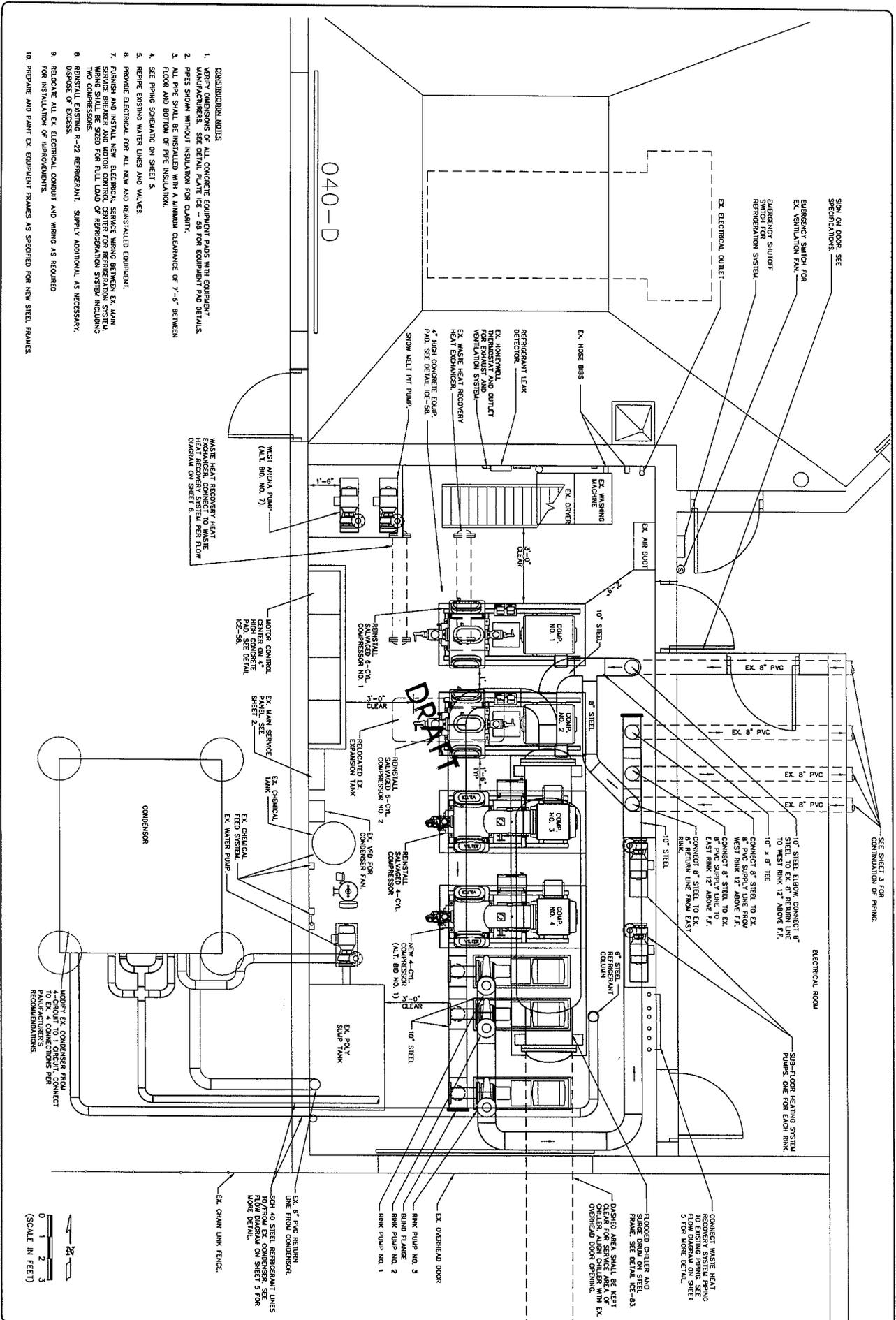
EX. 8" SCH 40 PVC  
 TRANSMISSION MAINS TO  
 REMAIN

CORE DRILL THROUGH EX.  
 WALL (ALT. BID NO. 6)

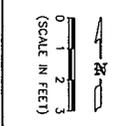
ICE EQUIPMENT ROOM

- CONSTRUCTION NOTES
1. PIPES SHOWN WITHOUT INSULATION FOR CLARITY.
  2. SET PIPES 3" ABOVE OR BELOW AS SHOWN ON SHEET S.
  3. SET PIPES SHALL BE INSULATED WITH A MINIMUM CLEARANCE OF 12'-0" BETWEEN FLOOR AND BOTTOM OF PIPE INSULATION.

0 2 4  
 (SCALE IN FEET)



- CONSTRUCTION NOTES
1. VERIFY DIMENSIONS OF ALL CONCRETE EQUIPMENT PADS WITH EQUIPMENT MANUFACTURERS. SEE DETAIL PLATE ICE - 48 FOR EQUIPMENT PAD DETAILS.
  2. PIPES SHOWN WITHOUT INSULATION FOR CLARITY.
  3. ALL PIPE SHALL BE INSTALLED WITH A MINIMUM CLEARANCE OF 7'-6" BETWEEN FLOOR AND BOTTOM OF PIPE INSULATION.
  4. SEE PIPING SCHEDULE ON SHEET 5.
  5. REPIPE EXISTING WATER LINES AND VALVES.
  6. PROVIDE ELECTRICAL FOR ALL NEW AND REINSTALLED EQUIPMENT.
  7. FINISH AND INSTALL NEW ELECTRICAL SERVICE WIRING BETWEEN EX. MAIN SERVICE PANEL AND NEW SERVICE PANELS. ALL NEW WIRING SHALL BE SIZED FOR FULL LOAD OF REFRIGERATION SYSTEM INCLUDING TWO COMPRESSORS.
  8. REINSTALL EXISTING R-22 REFRIGERANT, SUPPLY ADDITIONAL AS NECESSARY, DISPOSE OF EXCESS.
  9. RELOCATE ALL EX. ELECTRICAL CONDUIT AND WIRING AS REQUIRED FOR INSTALLATION OF IMPROVEMENTS.
  10. PREPARE AND PAINT EX. EQUIPMENT FRAMES AS SPECIFIED FOR NEW STEEL FRAMES.







HEAT EXCHANGERS										SEE SPECIFICATIONS SECTION 131812				
NO.	DESCRIPTION	MANUFACTURER	MODEL	CAP. (MBH)	SHELL	FLUID COND. TEMP.	FLUID	TEMP. IN.	TEMP. OUT.	PSI MAX.	COMMENTS			
1	SNOW MELT	CHIL-COON		240	R-22	95	40% GLYCOL	70	55	95	EXISTING 2001			
2	SNOW MELT	CHIL-COON		240	R-22	95	40% GLYCOL	80	38	41	0.3			
3	WEST ARBNA	CHIL-COON		240	R-22	95	40% GLYCOL	70	85	95	1.6			

EXPANSION AND COMPRESSION TANKS										SEE SPECIFICATIONS SECTION 131812, 131815				
NO.	DESCRIPTION	MANUFACTURER	MODEL	CAP. (GAL)	SIZE	TANK FITTING	ACCESSORIES	SITE GLASS	COMMENTS					
1	ICE RINKS	BELLAGOSSETT	100			AFTL		YES	EXISTING					
2	SUB-SOIL #1	BELLAGOSSETT	60			AFTL		YES						
3	SUB-SOIL #2	BELLAGOSSETT	60			AFTL		YES						
4	SNOW MELT	BELLAGOSSETT	70			AFTL		YES						
5	WEST ARBNA	BELLAGOSSETT	70			AFTL		YES	ALT. BID NO. 7					

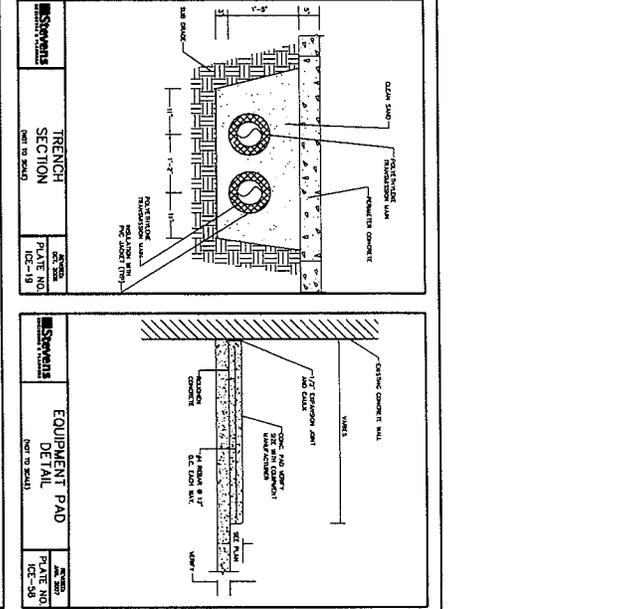
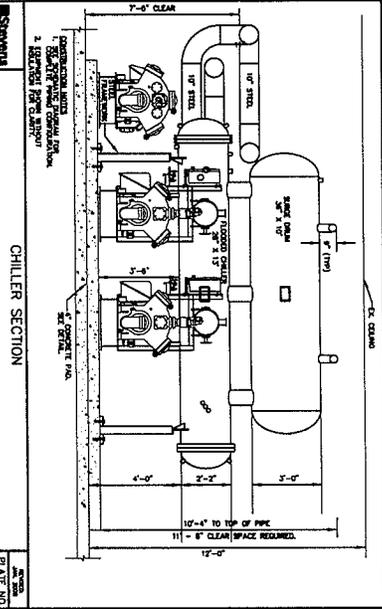
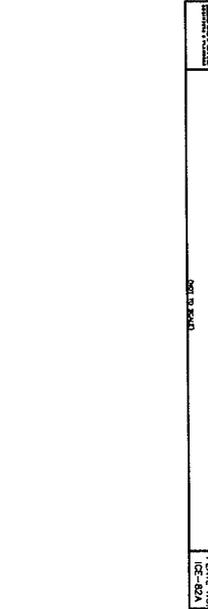
ICE SYSTEM PUMPS										SEE SPECIFICATIONS SECTION 131812, 131815				
NO.	DESCRIPTION	MANUFACTURER	MODEL	HP	TDH (FT)	MOTOR RPM	VOL./PH	MIN. EFF.	FLUID	COMMENTS				
1	RINK PUMP NO.1	BELLAGOSSETT	1510 SE	914	67	20 HP 1750	460/3	83%	35% GLYCOL					
2	RINK PUMP NO.2	BELLAGOSSETT	1510 SE	914	67	20 HP 1750	460/3	83%	35% GLYCOL					
3	RINK PUMP NO.3	BELLAGOSSETT	1510 SE	914	67	20 HP 1750	460/3	83%	35% GLYCOL					
4	SUB-SOIL NO.1	BELLAGOSSETT	1531 14AC	80	40	5 HP 1750	460/3	57%	35% GLYCOL					
5	SUB-SOIL NO.2	BELLAGOSSETT	1531 14AC	80	40	5 HP 1750	460/3	57%	35% GLYCOL					
6	SNOW MELT NO.1	BELLAGOSSETT	1531 14AC	70	42	2 HP 1750	460/3	57%	35% GLYCOL					
7	WEST ARBNA	BELLAGOSSETT	1531 14AC	70	40	5 HP 1750	460/3	57%	35% GLYCOL	ALT. BID NO. 7				
8	WATER	BELLAGOSSETT	1530 AC	395	28	5 HP 1750	460/3	78%	WATER	EXISTING 2007				

COMPRESSORS										SEE SPECIFICATIONS SECTION 131812				
NO.	TYPE	MANUFACTURER	MODEL	NO. CYL.	CAPACITY (TONS)	MOTOR BHP	MOTOR RPM	SUCT. TEMP.	CONDENSING TEMP.	CONTROLS	COMMENTS			
1	RECIP.	VALTER	454XL	6	60	97	1185	5°	95°	MICROPROCESSOR	EXISTING			
2	RECIP.	VALTER	454XL	6	60	97	1185	5°	95°	MICROPROCESSOR	EXISTING 2007			
3	RECIP.	VALTER	454XL	4	41	66	1150	5°	95°	MICROPROCESSOR	EXISTING 2007			
4	RECIP.	VALTER	454XL	4	41	66	1150	5°	95°	MICROPROCESSOR	ALT. BID NO. 7			

FLOODED CHILLER - CHILCON										SEE SPECIFICATIONS SECTION 131812					
NO.	CAP. (TON)	PASSES	DIA. (IN)	LENGTH (IN)	REF. TEMP.	TEMP. DIFF.	TYPE	MATERIAL	FLUID	SP. GR.	TEMP. IN.	TEMP. OUT.	FPS	PSI	COMMENTS
1	153	2	24"	18'	R-22	5.0°	PLAIN	CARBON STEEL	35% G.L.	1937	16.22	14	8.3	15.5	
SECONDARY CONDITIONS										6% EXCESS CAPACITY					
SURGE DRUM - CHILCON															
1	20"	18'	4	10"											

CONDENSERS										SEE SPECIFICATIONS SECTION 131812				
NO.	TYPE	MANUFACTURER	MODEL	REF. COND. TEMP.	WET BULB	AMBIENT	FAN MOTOR	HOR. (DUH)	COMMENTS					
1	EVAP.	BAC	VC1-212/5	R-22	100	78	25 HP	2529	EXISTING 2007					

SCHEDULE										ICE RINK EQUIPMENT				
NO.	DESCRIPTION	MANUFACTURER	MODEL	REF. COND. TEMP.	WET BULB	AMBIENT	FAN MOTOR	HOR. (DUH)	COMMENTS					
1	EVAP.	BAC	VC1-212/5	R-22	100	78	25 HP	2529	EXISTING 2007					



CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

**Consider Change Order No. 2 and Pay Voucher No. 3 for City Project No. 2003-04 – NE Quadrant Water Main Extension**

Meeting Date: January 28, 2008  
 Item Type: Consent  
 Contact: Scott D. Thureen, 651.450.2572  
 Prepared by: Scott D. Thureen, City Engineer  
 Reviewed by: N/A *SAT*

**Fiscal/FTE Impact:**

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

**PURPOSE/ACTION REQUESTED**

Consider Change Order No. 2 and Pay Voucher No. 3 for City Project No. 2003-04 – NE Quadrant Water Main Extension.

**SUMMARY**

The improvements were ordered as part of the 2007 Improvement Program. The contract was awarded in the amount of \$166,720.75 to S.M. Hentges & Sons, Inc. on September 24, 2007.

The Contractor has completed the work through December 31, 2007 in accordance with the contract plans and specifications. A 5% retainage will be maintained until the project is completed. Change Order No. 2 will be funded from excess funds in the project consulting engineer fund.

I recommend approval of Change Order No. 2 in the amount of \$3,152.64 and Pay Voucher No. 3 in the amount of \$13,492.51 (for a revised contract amount of \$204,232.55) for work on City Project No. 2003-04 – NE Quadrant Water Main Extension.

SDT/kf

Attachments: Change Order No. 2  
Pay Voucher No. 3

## CHANGE ORDER NO. 2

Project: Northeast Quadrant Water Main Extension

City Project: 2003-04

<p>Owner: City of Inver Grove Heights 8150 Barbara Avenue Inver Grove Heights, MN 55077</p> <p>Contractor: S.M. Hentges &amp; Sons, Inc. P.O. Box 69 Jordan, MN 55352</p>	<p>Date of Issuance: January 18, 2008</p> <p>Engineer: City</p>
<p>You are directed to make the following changes in the Contract Documents:</p> <p>Purpose of Change Order: The contract has been modified to include the following:  See attached sheet</p>	
<b>CHANGE IN CONTRACT PRICE</b>	<b>CHANGE IN CONTRACT TIME</b>
Original Contract Price: \$ 166,720.75	Original Contract Time:
Previous Change Orders (1) \$ 34,359.16	Net Change from Previous Change Orders
Contract Price Prior to this Change Order \$ 201,079.91	Contract Time Prior to this Change Order
Net Increase of this Change Order \$ 3,152.64	Net Increase (Decrease) of Change Order
Contract Price with all Approved Change Orders \$ 204,232.55	Contract Time with Approved Change Orders
Recommended	Approved
By:  Engineering Technician	By: _____ S. M. Hentges & Sons, Inc..

Approved By:

Approved By:

Date of Council Action

  
Scott D. Thureen, City Engineer

\_\_\_\_\_  
George Tourville, Mayor

\_\_\_\_\_  
January 28, 2008



City Project # 2003-04  
NE QUADRANT WATER MAIN EXTENSION

Schedule: A

Street and Restoration Costs

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 (5% MAX)	LS	1	1	\$ 7,550.50	\$ 7,550.50	\$ 7,550.50
2	2101.502	CLEARING	EA	4	3	\$ 310.00	\$ 1,240.00	\$ 930.00
3	2101.507	GRUBBING	EA	4	3	\$ 60.00	\$ 240.00	\$ 180.00
4	2104.501	REMOVE EXISTING CURB AND GUTTER	LF	25	20	\$ 6.00	\$ 150.00	\$ 120.00
5	2104.505	REMOVE BITUMINOUS ROADWAY PAVEMENT	SY	420	420	\$ 2.50	\$ 1,050.00	\$ 1,050.00
6	2104.521	SALVAGE AND REINSTALL EXISTING CHAIN LINK FENCE (REMOVE AND ABANDON 20LF STORM SEWER (BULKHEAD ENDS)	LF	80		\$ 10.00	\$ 800.00	\$ -
7	5104.509	COMMON EXCAVATION (P)	LS	1	1	\$ 400.00	\$ 400.00	\$ 400.00
8	5105.501	STREET SWEEPER (WITH PICKUP BROOM)	CY	1560	1560	\$ 4.05	\$ 6,318.00	\$ 6,318.00
9	2123.61	AGGREGATE BASE, CLASS 5	HR	6	1	\$ 110.00	\$ 660.00	\$ 110.00
10	2211.501	MILL BITUMINOUS PAVEMENT (2")	TON	250	173.44	\$ 14.80	\$ 3,700.00	\$ 2,566.91
11	2232.501	TYPE MV4 WEARING COURSE (B)	SY	780		\$ 7.00	\$ 5,460.00	\$ -
12	2350.501	TYPE LV3 NON-WEARING COURSE (B)	TON	152		\$ 70.00	\$ 10,640.00	\$ -
13	2350.502	BITUMINOUS MATERIAL FOR TACK COAT	TON	53	94.99	\$ 68.25	\$ 3,617.25	\$ 6,483.07
14	2350.502	CONCRETE CURB AND GUTTER DESIGN B618 (HAND POUR)	GAL	70		\$ 4.00	\$ 280.00	\$ -
15	2531.603	TRAFFIC CONTROL	LF	31	20	\$ 31.00	\$ 961.00	\$ 620.00
16	2563.601	SILT FENCE, TYPE MACHINE SLICED	LS	1	0.5	\$ 1,550.00	\$ 1,550.00	\$ 775.00
17	2573.502	ADJUST FRAME AND RING CASTING	LF	300		\$ 2.50	\$ 750.00	\$ -
18	2506.522	INLET PROTECTION	EA	1		\$ 125.00	\$ 125.00	\$ -
19	2573.53	RESTORATION (TERRA SEED AND SALVAGE TOPSOIL)	EA	4		\$ 350.00	\$ 1,400.00	\$ -
20	2575.555		SY	8500	8500	\$ 1.30	\$ 11,050.00	\$ 11,050.00

Subtotal Schedule A: \$ 57,941.75 \$ 38,153.48

Schedule: B

Watermain Improvements

Item No.	Mn/DOT No.	Item Description	Unit	Contract Quantity	Quantity to Date	Contract Unit Price	Total Estimated Cost	Contract Cost to Date
21	2104.523	SALVAGE GATE VALVE	EA	1		\$ 50.00	\$ 50.00	\$ -
22	2504602	8"x8" WET TAP W/ VALVE	EA	1	1	\$ 2,521.00	\$ 2,521.00	\$ 2,521.00
23	2504.602	CONNECT TO EX. WM	EA	1	1	\$ 550.00	\$ 550.00	\$ 550.00
24	2504.602	HYDRANT AND GATE VALVE	EA	2	2	\$ 3,485.00	\$ 6,970.00	\$ 6,970.00
25	2504.603	6" WATERMAIN DUCTILE IRON CL 52	LF	20	11	\$ 21.00	\$ 420.00	\$ 231.00
26	2504.603	8" WATERMAIN DUCTILE IRON CL 52	LF	950	922	\$ 24.00	\$ 22,800.00	\$ 22,128.00
27	2504.603	8" WATERMAIN DUCTILE IRON CL 52 (IN CASING W/ CHOCKS)	LF	310	320	\$ 30.05	\$ 9,315.50	\$ 9,616.00
28	2504.603	16" STEEL CASING	LF	310	310	\$ 192.25	\$ 59,597.50	\$ 59,597.50
29	2504.603	DUCTILE IRON FITTINGS	LB	900	1006	\$ 1.25	\$ 1,125.00	\$ 1,257.50
30	2504.604	4" POLYSTYRENE INSULATION	SY	12		\$ 15.00	\$ 180.00	\$ -
31	2504.602	8: GATE VALVE	EA	3	2	\$ 1,750.00	\$ 5,250.00	\$ 3,500.00

Subtotal Schedule B: \$ 108,779.00 \$ 106,371.00

Subtotal Schedule A - Street and Restoration Costs: \$ 57,941.75 \$ 38,153.48  
 Subtotal Schedule B - Watermain Costs: \$ 108,779.00 \$ 106,371.00  
 Total Base Bid \$ 166,720.75 \$ 144,524.48

Original Contract Amount	\$ 166,720.75	
Change Order #1	\$ 34,359.16	\$ 34,359.16
Change Order #2	\$ 3,152.64	\$ 3,152.64
Revised Contract Amount	\$ 204,232.55	
Contract Work Completed to Date		\$182,036.28
Retainage (5%)		\$9,101.81
Previous Payments		\$159,441.96
Amount Due This Payment #2		\$13,492.51

Attachment to Change Order Number 2  
City Project 2003-04

Contractor: S. M. Hentges & Sons, Inc.  
P.O. Box 69  
Jordan, MN 55352

Project: Northeast Quadrant Water Main Extension

Description of Changes:

1. Cost to add 12" extension to hydrant on Blaine Avenue due to the watermain that was wet tapped being lower than planned.

<u>Item Description</u>	<u>Unit</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Total</u>
Foreman w/ truck & tools	HR	2.5	\$91.00	\$227.50
Hydrant Extension	EA	1	\$411.67	\$411.67
Valve box extension	EA	1	\$47.87	\$47.87
Overhead & Profit			10%	\$68.70
			<b>Sub Total</b>	<b>\$755.74</b>

2. Cost to remove and replace drain tile encountered in MnDOT right of way in the location of our boring pit.

<u>Item Description</u>	<u>Unit</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Total</u>
Foreman w/ truck & tools	HR	4.5	\$91.00	\$409.50
Laborer	HR	7	\$51.00	\$357.00
Tractor Backhoe	HR	3.5	\$111.00	\$388.50
Skid Loader	HR	3.5	\$99.00	\$346.50
Mobilization	LS	1	\$300.00	\$300.00
Drain tile	LF	85	\$1.50	\$127.50
Aggregate (3/4" minus)	LS	1	\$250.00	\$250.00
Overhead & Profit			10%	\$217.90
			<b>Sub Total</b>	<b>\$2,396.90</b>

**Total of Change Order #2 \$ 3,152.64**

**CITY OF INVER GROVE HEIGHTS**

**REQUEST FOR COUNCIL ACTION**

**Change Pay Voucher No. 8 for City Project No. 2005-22 Cahill South Street and Utility Improvements**

Meeting Date: January 28, 2008  
 Item Type: Consent  
 Contact: Scott D. Thureen, 651.450.2571  
 Prepared by: Scott D. Thureen, City Engineer  
 Reviewed by: N/A *SAT DS*

**Fiscal/FTE Impact:**

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

**PURPOSE/ACTION REQUESTED**

Consider Pay Voucher No. 8 for City Project No. 2005-22 – Cahill South Street and Utility Improvements.

**SUMMARY**

City Project No. 2005-22 Cahill South Street and Utility Improvements, was ordered by the City Council on May 29, 2007. A construction contract in the amount of \$1,475,137.70 was awarded to Nodland Construction on May 29, 2007. The revised contract amount to date is \$1,700,688.56.

The contractor has completed work through January 15, 2008 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 Pay Voucher No. 8 in the amount of \$38,950.00 for work on City Project No. 2005-22 – Cahill South Street and Utility Improvements.

SDT/kf

Attachment: Pay Voucher No. 8

**CITY OF INVER GROVE HEIGHTS  
CONSTRUCTION PAYMENT VOUCHER**

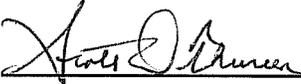
ESTIMATE NO: 8 (Eight)  
DATE: January 22, 2008  
PERIOD ENDING: January 15, 2008  
CONTRACT: 2005 Improvement Program  
PROJECT NO: 2005-22 – Cahill South Street and Utility Improvements

TO: Nodland Construction  
P.O. Box 338  
Alexandria, MN 56308

Original Contract Amount.....\$1,475,137.70  
Total Addition (Change Order No. 1, 2, 3, 4, 5, 6)..... \$225,550.86  
Total Deduction .....\$0.00  
Total Contract Amount ..... \$1,700,688.56  
Total Value of Work to Date..... \$1,613,789.67  
Less Retained (5%).....\$80,689.48  
Less Previous Payment ..... \$1,494,150.19  
Total Approved for Payment this Voucher.....\$38,950.00  
Total Payments including this Voucher..... \$1,533,100.19

**Approvals:**

Pursuant to our field observation, I hereby recommend for payment the above state amount for work performed through January 15, 2008.

Signed by:  January 23, 2008  
Scott D. Thureen, City Engineer

Signed by: \_\_\_\_\_  
Nodland Construction Co., Inc. Date

Signed by: \_\_\_\_\_  
George Tourville, Mayor January 28, 2008

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

## Schedule: A

## Watermain Improvements

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

Schedule A Subtotal:

\$111,582.00

\$109,420.00

## Schedule: B

## Cahill Avenue Extension

Item No.	Mn/DOT No.	Item Description	Unit	Contract Quantity	Quantity To Date	Contract Unit Price	Total Estimated Cost	Total Contract Cost to Date
1	2021.501	MOBILIZATION	LS	1	0.95	\$ 55,000.00	\$ 55,000.00	\$ 52,250.00
2	2101.501	CLEARING	AC	3.10	3.10	\$ 1,587.00	\$ 4,919.70	\$ 4,919.70
3	2101.502	CLEARING	TREE	8	8	\$ 212.00	\$ 1,696.00	\$ 1,696.00
4	2101.506	GRUBBING	AC	3.10	3.10	\$ 1,587.00	\$ 4,919.70	\$ 4,919.70
5	2101.507	GRUBBING	TREE	8	8	\$ 212.00	\$ 1,696.00	\$ 1,696.00
6	2104.501	REMOVE CHAIN LINK FENCE	LF	125	30	\$ 8.00	\$ 1,000.00	\$ 240.00
7	2104.501	REMOVE SEWER PIPE (STORM)	LF	50	300	\$ 15.00	\$ 750.00	\$ 4,500.00
8	2104.501	REMOVE CURB AND GUTTER	LF	20		\$ 2.00	\$ 40.00	\$ -
9	2104.505	REMOVE BITUMINOUS PAVEMENT	SY	3,400	2,016	\$ 1.50	\$ 5,100.00	\$ 3,024.00
10	2104.509	REMOVE CASTING	EA	1	1	\$ 50.00	\$ 50.00	\$ 50.00
11	2104.521	SALVAGE CHAIN LINK FENCE	LF	500	613	\$ 7.55	\$ 3,775.00	\$ 4,628.15
12	2105.501	COMMON EXCAVATION	CY	19,115	19,115	\$ 2.50	\$ 47,787.50	\$ 47,787.50
13	2105.507	SUBGRADE EXCAVATION	CY	500	0	\$ 5.40	\$ 2,700.00	\$ -
14	2105.522	SELECT GRANULAR BORROW (CV)	CY	6,315	5,375	\$ 7.00	\$ 44,205.00	\$ 37,625.00
15	2211.501	AGGREGATE BASE, CLASS 5	TON	6,700	5,923	\$ 12.20	\$ 81,740.00	\$ 72,265.60
16	2221.501	AGGREGATE SHOULDERING, CLASS 5	TON	35	36	\$ 12.20	\$ 427.00	\$ 435.54
17	2350.501	TYPE MV 4 WEARING COURSE MIXTURE (	TON	1,200	1,057	\$ 39.00	\$ 46,800.00	\$ 41,225.34
18	2350.502	TYPE LV 3 NON-WEARING COURSE MIXTU	TON	1,200	1,067	\$ 35.75	\$ 42,900.00	\$ 38,147.04
19	2501.515	15" RC PIPE APRON	EA	1	1	\$ 325.00	\$ 325.00	\$ 325.00
20	2501.515	21" RC PIPE APRON	EA	1	1	\$ 370.00	\$ 370.00	\$ 370.00
21	2502.515	24" RC PIPE APRON	EA	2	2	\$ 400.00	\$ 800.00	\$ 800.00
22	2501.515	30" RC PIPE APRON	EA	1	1	\$ 1,230.00	\$ 1,230.00	\$ 1,230.00
23	2501.602	TRASH GUARD FOR 15" PIPE APRON	EA	1	1	\$ 300.00	\$ 300.00	\$ 300.00
24	2501.602	TRASH GUARD FOR 21" PIPE APRON	EA	1	1	\$ 450.00	\$ 450.00	\$ 450.00
25	2501.602	TRASH GUARD FOR 24" PIPE APRON	EA	2	2	\$ 640.00	\$ 1,280.00	\$ 1,280.00
26	2501.602	TRASH GUARD FOR 30" PIPE APRON	EA	1	1	\$ 770.00	\$ 770.00	\$ 770.00
27	2502.541	4" PERF PVC PIPE DRAIN	LF	60	240	\$ 12.00	\$ 720.00	\$ 2,880.00
28	2503.541	15" RC PIPE SEWER DESIGN 3006 CLASS V	LF	973	973	\$ 31.00	\$ 30,163.00	\$ 30,163.00
29	2503.541	18" RC PIPE SEWER DESIGN 3006 CLASS I	LF	201	201	\$ 37.00	\$ 7,437.00	\$ 7,437.00
30	2503.541	21" RC PIPE SEWER DESIGN 3006 CLASS I	LF	56	104	\$ 38.00	\$ 2,128.00	\$ 3,952.00
31	2503.541	24" RC PIPE SEWER DESIGN 3006 CLASS I	LF	403	404	\$ 37.00	\$ 14,911.00	\$ 14,948.00
32	2503.541	24" RC PIPE SEWER DESIGN 3006 CLASS V	LF	185	185	\$ 51.00	\$ 9,435.00	\$ 9,435.00
33	2503.541	30" RC PIPE SEWER DESIGN 3006 CLASS I	LF	1,142	1,142	\$ 48.00	\$ 54,816.00	\$ 54,816.00
34	2503.541	30" RC PIPE SEWER DESIGN 3006 CLASS I	LF	59	61	\$ 60.00	\$ 3,540.00	\$ 3,660.00
35	2503.602	CONNECT TO EXISTING STORM SEWER	EA	1	1	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00
36	2506.502	CONSTRUCT DRAINAGE STRUCTURE DES	EA	8	8	\$ 750.00	\$ 6,000.00	\$ 6,000.00
37	2506.502	CONSTRUCT DRAINAGE STRUCTURE DES	EA	7	8	\$ 1,260.00	\$ 8,820.00	\$ 10,080.00
38	2506.502	CONSTRUCT DRAINAGE STRUCTURE DES	EA	2	0	\$ 2,100.00	\$ 4,200.00	\$ -
39	2506.502	CONSTRUCT DRAINAGE STRUCTURE DES	EA	4	6	\$ 2,320.00	\$ 9,280.00	\$ 13,920.00
40	2506.502	CONSTRUCT DRAINAGE STRUCTURE DES	EA	1	1	\$ 2,810.00	\$ 2,810.00	\$ 2,810.00
41	2506.516	CASTING ASSEMBLY	EA	1	1	\$ 100.00	\$ 100.00	\$ 100.00
42	2506.602	CONSTRUCT CONTROL STRUCTURE (SPE	EA	1	1	\$ 6,600.00	\$ 6,600.00	\$ 6,600.00
43	2511.501	RANDOM RIPRAP CLASS III	CY	36.60	40.00	\$ 70.00	\$ 2,562.00	\$ 2,800.00
44	2521.511	3" BITUMINOUS WALK	SF	10,000		\$ 1.00	\$ 10,000.00	\$ -
45	2531.501	CONCRETE CURB & GUTTER DESIGN B61	LF	5,150	4,898	\$ 8.20	\$ 42,230.00	\$ 40,163.60
46	2557.603	INSTALL CHAIN LINK FENCE	LF	500	490	\$ 16.45	\$ 8,225.00	\$ 8,060.50
47	2563.601	TRAFFIC CONTROL	LS	1	0.9	\$ 10,500.00	\$ 10,500.00	\$ 9,450.00
48	2564.531	SIGN PANELS TYPE C	SF	80.80	88.25	\$ 28.00	\$ 2,262.40	\$ 2,471.00
49	2572.501	TEMPORARY FENCE	LF	2,000	0	\$ 3.00	\$ 6,000.00	\$ -
50	2573.502	SILT FENCE, TYPE MACHINE SLICED	LF	7,600	2,199	\$ 1.40	\$ 10,640.00	\$ 3,078.60
51	2573.53	STORM DRAIN INLET PROTECTION	EA	28	0	\$ 350.00	\$ 9,800.00	\$ -
52	2573.602	TEMPORARY ROCK CONSTRUCTION ENTR	EA	2	0	\$ 1,700.00	\$ 3,400.00	\$ -
53	2575.501	SEEDING	AC	3.65	8.22	\$ 500.00	\$ 1,825.00	\$ 4,110.00
54	2575.502	SEED, MIXTURE 250	LB	256	469	\$ 4.00	\$ 1,024.00	\$ 1,876.00
55	2575.505	SODDING, TYPE SALT RESISTANT	SY	3,000	7,678	\$ 2.90	\$ 8,700.00	\$ 22,266.20
56	2575.511	MULCH MATERIAL TYPE 1	TON	7.30	16.50	\$ 200.00	\$ 1,460.00	\$ 3,300.00
57	2575.532	FERTILIZER, TYPE 1	LB	720	2,350	\$ 0.30	\$ 216.00	\$ 705.00
58	2582.501	PAVEMENT MESSAGE (LEFT ARROW) - PA	EA	2	1	\$ 40.00	\$ 80.00	\$ 40.00
59	2582.501	PAVEMENT MESSAGE (RIGHT ARROW) - P	EA	2	1	\$ 40.00	\$ 80.00	\$ 40.00
60	2582.502	4" DOUBLE SOLID LINE YELLOW - PAINT	LF	2,450	2,870	\$ 0.30	\$ 735.00	\$ 861.00
61	2582.502	4" SOLID LINE WHITE - PAINT	LF	835	810	\$ 0.10	\$ 83.50	\$ 81.00
62	2582.502	24" SOLID LINE WHITE - PAINT	LF	36	40	\$ 4.00	\$ 144.00	\$ 160.00

Schedule B Subtotal:

\$ 632,957.80 \$ 588,198.47

## Schedule: C

## Sanitary Sewer Improvements

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

## Schedule: D

## Inver Grove Trail Improvements

Item No.	Mn/DOT No.	Item Description	Unit	Contract Quantity	Quantity To Date	Contract Unit Price	Total Estimated Cost	Total Contract Cost to Date
1	2101.501	CLEARING	ACRE	1	1.20	\$ 1,587.00	\$ 1,587.00	\$ 1,904.40
2	2101.502	CLEARING	TREE	4	4.00	\$ 212.00	\$ 848.00	\$ 848.00
3	2101.506	GRUBBING	ACRE	1	1.20	\$ 1,587.00	\$ 1,587.00	\$ 1,904.40
4	2101.507	GRUBBING	TREE	4	4.00	\$ 212.00	\$ 848.00	\$ 848.00
5	2104.501	REMOVE CURB AND GUTTER	LF	65	119	\$ 2.00	\$ 130.00	\$ 237.00
6	2104.501	REMOVE PIPE CULVERTS	LF	95	84	\$ 15.00	\$ 1,425.00	\$ 1,260.00
7	2104.502	REMOVE SEWER PIPE STORM	LF	320	46	\$ 15.00	\$ 4,800.00	\$ 690.00
8	2104.505	REMOVE BITUMINOUS PAVEMENT	SY	4,000	3,208	\$ 1.50	\$ 6,000.00	\$ 4,812.00
9	2105.501	COMMON EXCAVATION	CY	11,982	10,784	\$ 6.50	\$ 77,883.00	\$ 70,094.70
10	2105.507	SUBGRADE EXCAVATION	CY	500	2,087	\$ 5.50	\$ 2,750.00	\$ 11,478.50
11	2105.522	SELECT GRANULAR BORROW (CV)	CY	2,630	3,968	\$ 7.00	\$ 18,410.00	\$ 27,776.00
12	2211.501	AGGREGATE BASE, CLASS 5	TON	2,600	2,504	\$ 12.20	\$ 31,720.00	\$ 30,554.17
13	2221.501	AGGREGATE SHOULDERING, CLASS 5	TON	205	112	\$ 12.20	\$ 2,501.00	\$ 1,360.30
14	2350.501	TYPE MV 4 WEARING COURSE MIXTURE (	TON	450	440	\$ 39.00	\$ 17,550.00	\$ 17,145.18
15	2350.502	TYPE LV 3 NON-WEARING COURSE MIXTU	TON	450	419	\$ 35.75	\$ 16,087.50	\$ 14,969.60
16	2501.511	18" RCP PIPE CULVERT CLASS III	LF	58	58	\$ 40.00	\$ 2,320.00	\$ 2,320.00
17	2501.511	24" RCP PIPE CULVERT CLASS III	LF	91	91	\$ 42.00	\$ 3,822.00	\$ 3,822.00
18	2501.515	18" RC PIPE APRON	EA	3	3	\$ 350.00	\$ 1,050.00	\$ 1,050.00
19	2501.515	24" RC PIPE APRON	EA	3	3	\$ 400.00	\$ 1,200.00	\$ 1,200.00
20	2501.602	TRASH GUARD FOR 18" PIPE APRON	EA	3	3	\$ 325.00	\$ 975.00	\$ 975.00
21	2501.602	TRASH GUARD FOR 24" PIPE APRON	EA	3	3	\$ 640.00	\$ 1,920.00	\$ 1,920.00
22	2503.541	18" RC PIPE SEWER DESIGN 3006 CLASS I	LF	25	25	\$ 40.00	\$ 1,000.00	\$ 1,000.00
23	2503.541	24" RC PIPE SEWER DESIGN 3006 CLASS I	LF	57	57	\$ 45.00	\$ 2,565.00	\$ 2,565.00
24	2503.602	CONNECT TO EXISTING STORM SEWER	EA	1	1	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00
25	2506.502	CONSTRUCT DRAINAGE STRUCTURE DES	EA	1	1	\$ 1,260.00	\$ 1,260.00	\$ 1,260.00
26	2511.501	RANDOM RIPRAP CLASS III	CY	28.40	50.93	\$ 70.00	\$ 1,988.00	\$ 3,565.10
27	2531.501	CONCRETE CURB & GUTTER DESIGN B61	LF	65	119	\$ 8.20	\$ 533.00	\$ 971.70
28	2564.531	SIGN PANELS TYPE C	SF	14.30	14.25	\$ 28.00	\$ 400.40	\$ 399.00
29	2571.501	CONIFEROUS TREE 6' HT B&B	TREE	20	0	\$ 300.00	\$ 6,000.00	\$ -
30	2571.502	DECIDUOUS TREE 2.5" CAL B&B	TREE	20	0	\$ 478.00	\$ 9,560.00	\$ -
31	2572.501	TEMPORARY FENCE	LF	850	0	\$ 3.00	\$ 2,550.00	\$ -
32	2573.502	SILT FENCE, TYPE MACHINE SLICED	LF	600	378	\$ 1.40	\$ 840.00	\$ 529.20
33	2573.53	STORM DRAIN INLET PROTECTION	EA	4	0	\$ 350.00	\$ 1,400.00	\$ -
34	2573.602	TEMPORARY ROCK CONSTRUCTION ENTR	EA	2	0	\$ 1,700.00	\$ 3,400.00	\$ -
35	2575.501	SEEDING	ACRE	1.80	1.80	\$ 500.00	\$ 900.00	\$ 900.00
36	2575.502	SEED, MIXTURE 250	LB	126	251	\$ 4.00	\$ 504.00	\$ 1,004.00
37	2575.511	MULCH MATERIAL TYPE 1	TON	3.60	3.60	\$ 200.00	\$ 720.00	\$ 720.00
38	2575.523	EROSION CONTROL BLANKET CATEGORY	SY	900	6,746	\$ 3.00	\$ 2,700.00	\$ 20,239.29
39	2575.532	FERTILIZER, TYPE 1	LB	360	726	\$ 0.30	\$ 108.00	\$ 217.80
40	2582.502	4" DOUBLE SOLID LINE YELLOW - PAINT	LF	1,060	1,156	\$ 0.30	\$ 318.00	\$ 346.80
41	2582.502	4" SOLID LINE WHITE - PAINT	LF	2,000	2,312	\$ 0.10	\$ 200.00	\$ 231.20
42	2582.502	24" SOLID LINE WHITE - PAINT	LF	30	0	\$ 4.00	\$ 120.00	\$ -

Schedule D Subtotal:

\$ 233,479.90 \$ 232,118.34

Schedule: E

TH 52 Median Access Closure at Inver Grove Trail

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

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

BID SUMMARY

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

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

Total Estimated Cost	Total Contract Cost to Date
\$ 111,582.00	\$ 109,420.00
\$ 632,957.80	\$ 588,198.47
\$ 483,937.00	\$ 443,816.00
\$ 233,479.90	\$ 232,118.34
\$ 13,181.00	\$ 14,686.00
<b>\$ 1,475,137.70</b>	<b>\$ 1,388,238.81</b>

Total Base Bid

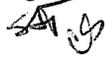
Original Contract Amount	\$ 1,475,137.70	
Change Order #1	\$ 157,523.12	\$ 157,523.12
Change Order #2	\$ 37,865.25	\$ 37,865.25
Change Order #3	\$ 8,255.19	\$ 8,255.19
Change Order #4	\$ 6,298.00	\$ 6,298.00
Change Order #5	\$ 13,087.50	\$ 13,087.50
Change Order #6	\$ 2,521.80	\$ 2,521.80
Revised Contract Amount	\$ 1,700,688.56	
Contract Work Completed to Date		\$ 1,613,789.67
Retainage (5%)		\$ 80,689.48
Previous Payments		\$ 1,494,150.19
Amount Due This Payment 8		\$ 38,950.00

**CITY OF INVER GROVE HEIGHTS**

**REQUEST FOR COUNCIL ACTION**

**Pay Voucher No. 4 – Northwest Area Utility Improvements, Lift Station R-9.1 (City Project No. 2003-15A)**

Meeting Date: January 28, 2008  
 Item Type: Consent  
 Contact: Gary Johnson, 651-450-2571  
 Prepared by: Gary Johnson, Public Works Director  
 Reviewed by: Scott D. Thureen, City Engineer



**Fiscal/FTE Impact:**

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

**PURPOSE/ACTION REQUESTED**

Consider Pay Voucher No. 4 for City Project No. 2003-15A – Northwest Area Utility Improvements, Lift Station R-9.1.

**SUMMARY**

The City Council awarded a construction contract in the amount of \$1,732,300.00 to Sheehy Construction Company for City Project No. 2003-15A, Northwest Area Utility Improvements, Lift Station R-9.1.

The contractor has completed work through December 31, 2007 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 Pay Voucher No. 4 in the amount of \$160,090.20 for work on City Project No. 2003-15A – Northwest Area Utility Improvements, Lift Station R-9.1.

GJ/kf

Attachment: Pay Voucher No. 4

CITY OF INVER GROVE HEIGHTS  
CONSTRUCTION PAYMENT VOUCHER

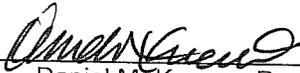
ESTIMATE NO. 4  
DATE January 8, 2008  
PERIOD ENDING December 31, 2007  
CONTRACT Northwest Area Utility Improvements - Lift Station R-9.1  
PROJECT NO. 2003-15

TO: **Sheehy Construction Company**  
360 W. Larpenteur Avenue  
St. Paul, MN 55113

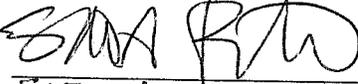
A. Original Contract Amount.....	\$	1,732,300.00
B. Total Addition (Change Order No. ).....	\$	0.00
C. Total Deductions.....	\$	0.00
D. TOTAL CONTRACT AMOUNT.....	\$	1,732,300.00
E. TOTAL VALUE OF WORK TO DATE.....	\$	791,871.00
F. LESS RETAINED (5%).....	\$	39,593.55
G. Less Previous Payment.....	\$	592,187.25
H. TOTAL APPROVED FOR PAYMENT THIS VOUCHER.....	\$	160,090.20 ✓
I. TOTAL PAYMENTS INCLUDING THIS VOUCHER.....	\$	752,277.45

APPROVALS:

Pursuant to our field observations, I hereby recommend for payment the above stated amount for work performed through December 31, 2007.

Signed By:   
Daniel M. Krause, President

1/8/08  
Date

Signed By:   
SETH A. PETERSON, P.E. - BME

14 JAN 2008  
Date

Signed By: \_\_\_\_\_  
George Tourville, Mayor

1-28-08  
Date

TO OWNER: City of Inver Grove Heights  
 2990 80th Street East  
 Inver Grove Heights, MN 55076

PROJECT: Northwest Area Utility  
 Improvements - Lift Station R-9.1

APPLICATION NO: 4  
 PERIOD TO: 12/31/07

Distribution to:  
 OWNER  
 ARCHITECT  
 CONTRACTOR

FROM CONTRACTOR:  
 Sheehy Construction Company Inc.  
 P.O. Box 64570; St. Paul, MN 55164

CONTRACTOR FOR: General Construction

PROJECT NOS: SSC #07-833  
 CONTRACT DATE: July 23, 2007

**CONTRACTOR'S APPLICATION FOR PAYMENT**

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

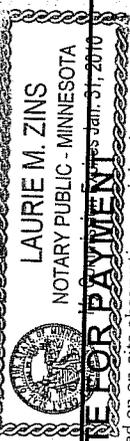
1. ORIGINAL CONTRACT SUM	\$ 1,732,300.00
2. Net change by Change Orders	\$ 0.00
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$ 1,732,300.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$ 791,871.00
5. RETAINAGE:	
a. <u>5</u> % of Completed Work	\$ 39,593.55
b. <u>5</u> % of Stored Material	\$ 0.00
(Column F on G703)	
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$ 39,593.55
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$ 752,277.45
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$ 592,187.25
8. CURRENT PAYMENT DUE	\$ 160,090.20
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$ 980,022.55

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month	\$0.00	
TOTALS	\$0.00	\$0.00
NET CHANGES by Change Order	\$0.00	

CONTRACTOR: SHEEHY CONSTRUCTION COMPANY INC.

By: *[Signature]* Date: January 8, 2008

State of: MINNESOTA  
 County of: RAMSEY  
 Subscribed and sworn to before me this 8th day of January, 2008.  
 Notary Public: *[Signature]*  
 My Commission expires: January 31, 2010



**ARCHITECT'S CERTIFICATE FOR PAYMENT**

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED ..... \$ 160,090.20

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

By: *[Signature]* Date: 14 JAN 2008

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

# CONTINUATION SHEET

AIA DOCUMENT G703

PAGE OF PAGES

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing

Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO:

01/08/08

4

APPLICATION DATE:

12/31/07

PERIOD TO:

ARCHITECT'S PROJECT NO:

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		E THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)	H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD						
1	Mobilization	\$20,000	\$20,000.00				\$20,000.00	100.00%		
2	Bond	\$17,000	\$17,000.00				\$17,000.00	100.00%		
3	Insurance	\$18,900	\$18,900.00				\$18,900.00	100.00%		
4	General Conditions	\$162,000	\$105,300.00	\$24,300.00			\$129,600.00	80.00%	\$32,400.00	
5	Excavation-Labor	\$65,000	\$48,100.00	\$10,400.00			\$58,500.00	90.00%	\$6,500.00	
6	Excavation-Material	\$4,000	\$4,000.00				\$4,000.00	100.00%		
7	Site Utilities-Labor	\$10,300	\$2,575.00	\$7,725.00			\$10,300.00	100.00%		
8	Site Utilities-Material	\$13,000	\$13,000.00				\$13,000.00	100.00%		
9	CIP Conc-Labor	\$125,000	\$112,500.00	\$11,250.00			\$123,750.00	99.00%	\$1,250.00	
10	CIP Conc-Materials	\$121,300	\$109,170.00	\$10,917.00			\$120,087.00	99.00%	\$1,213.00	
11	Concrete Reinforcement-Labor	\$40,000	\$38,000.00	\$2,000.00			\$40,000.00	100.00%		
12	Concrete Reinforcement-Material	\$75,000	\$75,000.00				\$75,000.00	100.00%		
13	Precast Concrete-Labor	\$6,500	\$6,500.00						\$6,500.00	
14	Precast Concrete-Material	\$3,600	\$3,600.00						\$3,600.00	
15	Masonry-Labor	\$24,000	\$24,000.00						\$24,000.00	
16	Masonry-Material	\$17,300	\$17,300.00						\$17,300.00	
19	Structural & Misc Metals-Labor	\$8,500	\$850.00				\$850.00	10.00%		
20	Structural & Misc Metals-Material	\$46,000	\$4,600.00	\$6,900.00			\$11,500.00	25.00%	\$34,500.00	
21	Carpentry-Labor	\$7,500	\$7,500.00						\$7,500.00	
21	Carpentry-Material	\$8,500	\$8,500.00						\$8,500.00	
22	Damproofing-Labor	\$8,300	\$4,150.00	\$4,150.00			\$8,300.00	100.00%		
23	Damproofing-Material	\$7,300	\$7,300.00				\$7,300.00	100.00%		
24	Metal Roofing-Labor	\$11,300	\$11,300.00						\$11,300.00	
26	Metal Roofing-Materials	\$5,200	\$5,200.00						\$5,200.00	
27	Sealants-Labor	\$1,000	\$1,000.00						\$1,000.00	
28	Sealants-Material	\$300	\$300.00						\$300.00	
29	Doors & Hardware-Labor	\$8,200	\$8,200.00						\$8,200.00	
30	Doors & Hardware-Material	\$1,100	\$1,100.00						\$1,100.00	

# CONTINUATION SHEET

AIA DOCUMENT G703

PAGE OF PAGES

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO:

4

APPLICATION DATE:

01/08/08

PERIOD TO:

12/31/07

ARCHITECT'S PROJECT NO:

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		E THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
31	Painting-Labor	\$11,500						\$11,500.00	
32	Painting-Material	\$8,000						\$8,000.00	
33	Toilet Partitions-Labor	\$600						\$600.00	
34	Toilet Partitions-Material	\$1,300						\$1,300.00	
35	Fire Protection-Labor	\$200						\$200.00	
37	Fire Protection-Material	\$600						\$600.00	
38	Identifying Devices-Labor	\$1,000						\$1,000.00	
39	Identifying Devices-Material	\$2,200						\$2,200.00	
40	Sewage Pumps-Labor	\$3,200						\$3,200.00	
41	Sewage Pumps-Material	\$124,800						\$124,800.00	
42	Hoists & Cranes-Labor	\$10,000						\$10,000.00	
43	Hoists & Cranes-Material	\$19,800						\$19,800.00	
44	Mechanical Mobilization	\$15,500					\$15,500.00	\$15,500.00	100.00%
45	Process Piping-Labor	\$44,600	\$15,500.00		\$4,460.00		\$8,920.00	\$35,680.00	20.00%
46	Process Piping-Material	\$106,800	\$26,700.00		\$77,964.00		\$104,664.00	\$2,136.00	98.00%
47	Insulation	\$6,300						\$6,300.00	
49	Plumbing-Labor	\$34,000						\$34,000.00	
50	Plumbing-Material	\$31,000						\$31,000.00	
51	HVAC-Labor	\$15,500						\$15,500.00	
52	HVAC-Material	\$26,000						\$26,000.00	
53	Electrical Mobilization	\$11,500					\$5,200.00	\$20,800.00	20.00%
54	Conduit - Labor	\$8,800						\$8,800.00	
55	Conduit - Material	\$17,000						\$17,000.00	
56	Building - Labor	\$7,000						\$7,000.00	
57	Building - Material	\$19,000						\$19,000.00	
58	Generator & Equipment - Labor	\$4,000						\$4,000.00	
59	Generator & Equipment - Material	\$82,000						\$82,000.00	
61	Switchgear & Instrumentation - Labor	\$7,000						\$7,000.00	

# CONTINUATION SHEET

AIA DOCUMENT G703

PAGE OF PAGES

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 4

APPLICATION DATE: 01/08/08

PERIOD TO: 12/31/07

ARCHITECT'S PROJECT NO:

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		E THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
62	Switchgear & Instrumentation - Material	\$272,000						\$272,000.00	
63	Site Work - Labor	\$3,000						\$3,000.00	
64	Site Work - Material	\$2,000						\$2,000.00	
<b>GRAND TOTALS</b>		\$1,732,300.00	\$623,355.00	\$168,516.00	\$0.00	\$791,871.00	45.71%	\$920,429.00	\$0.00

Users may obtain validation of this document by requesting of the license a completed AIA Document D401 - Certification of Document's Authenticity

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

**Consider Payment for Fire/Security System Work in the Water Treatment Plant Expansion Areas**

Meeting Date: January 28, 2008  
 Item Type: Consent  
 Contact: Scott D. Thureen, 651.450.2572  
 Prepared by: Scott D. Thureen, City Engineer  
 Reviewed by: N/A

*SDT CS*

**Fiscal/FTE Impact:**

- None
- Amount included in current budget
- Budget amendment requested
- FTE included in current complement
- New FTE requested – N/A
- Other: Water Treatment Facility Expansion Project Fund

**PURPOSE/ACTION REQUESTED**

Consider payment to Alarm & Communication System Inc. for required fire and security system additions to serve the expansion area at the Water Treatment Plant.

**SUMMARY**

Quotes were requested for required fire and security system additions to serve the expansion area at the Water Treatment Plant. Three quotes were received. The low quote from Alarm & Communication System, Inc. (\$7,777.33) was selected and the work authorized to meet the schedule for occupancy. Funding comes from the Water Treatment Plant Expansion Administration Project Fund. I recommend approval.

SDT/kf  
Attachment: Quote

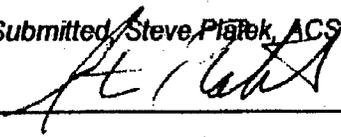
**Alarm & Communication Systems, Inc.**  
 1920 Upper 55th St. E.  
 Inver Grove Heights, MN 55077

# Estimate

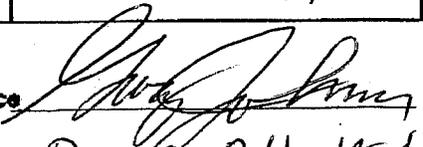
DATE	ESTIMATE NO.
11/6/2007	309489

NAME / ADDRESS
City of Inver Grove Heights Water Dept.
<i>c/o Jim S.</i>

TERMS	CLASS
Progressive	

ITEM	DESCRIPTION	QTY	TOTAL
smoke	smoke detector	3	204.00T
pull	manual pull station	1	48.00T
horn	alarm horn/strobe 15cd-110cd	4	312.00T
strobe	alarm strobe light 15cd-110cd	5	340.00T
labor	mount additional horn to pump area ,install all devices, test	30	2,835.00
Wire	plenum 4/18 fire wire	500	250.00T
misc	mounting boxes ,cover plates,connectors	1	80.00T
panel	Fire Alarm Panel Silent Knight 10-20 zones	1	900.00T
key	control keypad DS7447	3	855.00T
install	motion detector 360 degrees	4	512.00T
install	2-door contacts 1-overhead door contact	3	84.00T
labor	install devices	11	1,039.50
misc	wire,cover plates ,connectors	1	80.00T
	tax		238.23
Respectfully Submitted, <i>Steve Platak, ACS</i> 			
Call Steve at 612-889-4778 if you have any questions.			<b>TOTAL</b> <b>\$7,777.73</b>

Phone: 651-451-9925  
 FAX: 651-451-2737  
 E-Mail: ACSSP@aol.com

Signature of Acceptance   
 Dir of Public Works  
 11/19/07

**CITY OF INVER GROVE HEIGHTS**

**REQUEST FOR COUNCIL ACTION**

**Resolution Approving Individual Project Order No. 8 with Kimley-Horn and Associates, Inc. for City Project No. 2008-10 – T.H. 52 East Frontage Road – Ravine Storm Water Ponds – Final Design**

Meeting Date: January 28, 2008  
 Item Type: Consent  
 Contact: Scott D. Thureen, 651.450.2572  
 Prepared by: Scott D. Thureen, City Engineer  
 Reviewed by: *SDT*

<input type="checkbox"/>	<b>Fiscal/FTE Impact:</b>
<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 resolution approving Individual Project Order No. 8 with Kimley-Horn and Associates, Inc. for final design of T. H. 52 East Frontage Road – Ravine Storm Water Ponds – City Project No. 2008-10.

**SUMMARY**

On June 25, 2007 at the City Council work session, staff was directed to proceed with the design of the Southern Sanitary Sewer System – City Project No. 2003-03. Staff met with Kimley-Horn and Associates, Inc. to identify the issues that needed to be addressed and Council approved Individual Project Order (IPO) No. 4 in the amount of \$107,000 for this project on July 9, 2007. The work included the preliminary design of the improvements including the ravine storm water ponds. The work did not include final design.

IPO No. 8 covers the cost of final design for these ponds that will serve the East Frontage Road, a portion of the T.H. 52 corridor and a portion of the Clark Road extension. I have reviewed the proposal and recommend approval of the resolution which authorizes execution of IPO No. 8 in the amount of \$67,400 for City Project No. 2008-10.

SDT/kf  
 Attachments: Resolution  
 IPO No. 8

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

**RESOLUTION APPROVING INDIVIDUAL PROJECT ORDER NO. 8 WITH KIMLEY-HORN AND ASSOCIATES, INC. FOR CITY PROJECT NO. 2008-10 – T.H. 52 EAST FRONTAGE ROAD – RAVINE STORM WATER PONDS**

**WHEREAS**, City Council approved Individual Project Order No. 4 with Kimley-Horn and Associates, Inc. for preliminary design work for the Southern Sanitary Sewer System, including the ravine storm water ponds, on July 9, 2007; and

**WHEREAS**, the final design of the ravine storm water ponds must be completed in conjunction with the final design of Mn/DOT's T.H. 52 East Frontage Road Project and the Clark Road Extension Project.

**WHEREAS**, Kimley-Horn and Associates, Inc. has submitted Individual Project Order (IPO) No. 8 for the work as requested by the City of Inver Grove Heights.

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

1. Individual Project Order (IPO) No. 8 with Kimley-Horn and Associates, Inc. for the following work is hereby approved:

<u>T.H. 52 Ravine Storm Water Ponds (2008-10) Final Design</u>	
Final Design Phase Services	\$63,600
Additional Reimbursable Expenses	<u>3,800</u>
Total	\$67,400

2. The City is authorized to enter into IPO No. 8 with Kimley-Horn and Associates, Inc.

Adopted by the City Council of Inver Grove Heights, Minnesota this 28<sup>th</sup> day of January 2008.

AYES:

NAYS:

\_\_\_\_\_  
George Tourville, Mayor

ATTEST:

\_\_\_\_\_  
Melissa Rheaume, Deputy Clerk

INDIVIDUAL PROJECT ORDER NUMBER 7

Describing a specific agreement between Kimley-Horn and Associates, Inc. (the Consultant), and City of Inver Grove Heights (the Client) in accordance with the terms of the Master Agreement for Continuing Professional Services dated October 31, 2005, which is incorporated herein by reference.

Identification of Project: Ravine Pond Improvements  
City Project XXXX-XX

General Category of Services: Final Design Phase Services

Specific Scope of Basic Services: Provide final design phase services for the Ravine Ponds, also referred to as the Rehtzigel Ponds. See attached Exhibit A for a more detailed summary of the scope of services.

Additional Services if Required: None identified at this time.

Schedule: See attached Exhibit C.

Deliverables: Construction Plans & Specifications  
Engineer's Estimate  
Legal Descriptions & Exhibits  
Permits

Method of Compensation: To be billed on an hourly (cost plus) basis consistent with our current hourly rate schedule. See attached Exhibit B.

Special Terms of Compensation: None

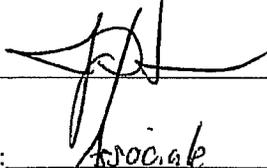
Other Special Terms of Individual Project Order: None

ACCEPTED:

CITY OF INVER GROVE HEIGHTS

KIMLEY-HORN AND ASSOCIATES, INC.

BY: \_\_\_\_\_

BY:  \_\_\_\_\_

TITLE: \_\_\_\_\_

TITLE: Associate \_\_\_\_\_

DATE: \_\_\_\_\_

DATE: 1/9/08 \_\_\_\_\_

EXHIBIT A  
SCOPE OF SERVICES

INDIVIDUAL PROJECT ORDER (IPO) NO. 7

RAVINE POND IMPROVEMENTS  
CITY PROJECT XXXX-XX

This IPO includes final design phase services for the Ravine Ponds.

A. Final Plans

Final plans will be prepared detailing the pond, storm sewer, and wetland restoration improvements. We have assumed that the plans will include the following sheets:

- Title Sheet
- Statement of Estimated Quantities
- Construction Details, Notes and Utility Tab
- Existing Conditions and Temporary Erosion Control Plan
- Rehtzigel Driveway Relocation Plan
- East Frontage Road/Krech Property Grading Plan
- Pond Grading Plan & Sections
- Pond Area Restoration Plan
- Wetland Restoration Plan
- Landscaping Plan
- Storm Sewer Plan and Profile
- Storm Sewer Tabulation
- Earthwork Summary

B. Project Manual

Kimley-Horn will prepare a project manual to include bidding documents, general contract conditions, and technical specifications required for the bidding of the work.

C. Engineer's Estimate of Probable Construction Cost

Kimley-Horn will prepare a preliminary and final engineer's estimate of probable construction cost for the proposed improvements.

D. Bidding Services

We have assumed that this project will be bid and constructed with the Clark Road project. Kimley-Horn will assist in the bidding process for the project including the

reproduction and distribution of the plans and project manual. We will also assist in the bidding process including responses to contractor questions and the preparation of any necessary addenda. We will attend the bid opening, prepare a bid tabulation, and provide a letter summarizing the bid results for the project.

#### E. Permits

We will prepare the MPCA NPDES permit including SWPPP. Because the discharge point of the pond is within 2,000 feet of the Scientific and Natural Area (SNA) boundary, the permit application will need to be submitted to the MPCA for review 30 days prior to the commencement of construction activities. We have included 8 hours of engineering staff time to address MPCA review comments and resubmit the permit application and SWPPP, if necessary. We have assumed the contractor will pay the application fee required for this permit.

We will also prepare an Army Corps of Engineers permit for restoration of the Nuorola wetland, if required. Because the restoration work will modify an existing wetland, even if for enhancement purposes, a permit from the Army Corps will likely be required necessitating review and coordination with the local government unit (City and Dakota County Soil and Water Conservation District (SWCD) for technical support). We will prepare these permit applications and coordinate with these agencies for approval. We have included up to 16 hours of wetland scientist time to complete the permits

#### F. Contamination Coordination

We will coordinate with Barr Engineering, who is providing environmental services under separate contract with the City, regarding the petroleum contamination found in the project area. We will incorporate necessary environmental provisions into the bidding documents, including environmental special provisions and pay items.

#### G. Private Utility Coordination

We will coordinate the proposed improvements with the private utility (Koch Refinery, Xcel Energy) companies who have facilities in the project area. This includes coordination for the relocation of Rehtzigel's private driveway to the existing easement at the south end of the property.

#### H. Legal Descriptions and Exhibits

We will prepare a legal description and exhibit for right-of-way/easements for up to four (4) properties.

#### I. Mn/DOT Cooperative Agreement Review and Approval

We will assist the City with Mn/DOT Cooperative Agreement review and approval process, which includes the following:

- Submit plans and technical special provisions to Mn/DOT State Aid for Municipal Agreement review and approval.
- Respond to comments/questions provided by Mn/DOT staff and revise the plans and specifications as needed to address these comments/questions.
- Prepare and submit right-of-way/easement acquisition documentation to Mn/DOT once the required right-of-way/easement acquisition has been completed.
- Provide information requested by Mn/DOT for their preparation of the Cooperative Agreement.
- Assist City staff in the review and City approval of the Cooperative Agreement.

#### J. Agency Coordination

Because of nature of the improvements and the proximity of the Mississippi River and DNR SNA, significant agency coordination will be required including plan review. We will coordinate the project improvements with representatives from the Department of Natural Resources, Dakota County SWCD, and the Army Corps of Engineers. We have assumed 24 hours of wetland scientist/engineering time to coordinate with these agencies, exclusive of attending the meetings listed below.

#### K. Meetings

We will attend up to four (4) meetings with City staff, property owners/representatives, and other stakeholders (MPCA, Barr, Mn/DOT, DNR, etc.) as necessary.

Our Scope of Work does not include any of the following services:

- Coordination with the NPS regarding any LAWCON impacts or 6(f) evaluation process, if needed.
- Permit or approval from DNR SNA for any land modification within the SNA, if needed.
- Easement acquisition negotiations and/or agreement preparation.
- Construction related services.

We will prepare a separate IPO in the future for these services if requested by City staff.

EXHIBIT B  
ESTIMATED COSTS

INDIVIDUAL PROJECT ORDER (IPO) NO. 7

RAVINE POND IMPROVEMENTS  
CITY PROJECT XXXX-XX

Kimley-Horn proposes to perform all services included within this IPO on an hourly (cost plus) basis using our current standard hourly rate schedule. The following is a summary of our estimated costs for these services.

<u>Services</u>	<u>Fee Basis</u>	<u>Est. Cost</u>
Final Design Phase	Hourly	
A. Final Plans		\$ 29,500
B. Project Manual		\$ 2,000
C. Engineer's Est. of Probable Cost		\$ 2,000
D. Bidding Services		\$ 2,000
E. Permits		\$ 4,000
F. Contamination Coordination		\$ 2,000
G. Private Utility Coordination		\$ 1,000
H. Legal Description and Exhibit		\$ 7,500
I. Mn/DOT Coop. Agreement Review		\$ 6,000
J. Agency Coordination		\$ 3,600
<u>K. Meetings</u>		<u>\$ 4,000</u>
Subtotal		\$ 63,600
Reimbursable Expenses		\$ 3,800
Total		\$ 67,400

Reimbursable expenses (copy/printing charges, plotting, mileage, delivery charges, faxes, etc.) will be charged as an office expense at 6.0% of the labor fee. Subconsultant costs will be billed directly to the City with no Kimley-Horn markup.

Our total estimated not-to-exceed cost for the scope of services included as a part of this IPO is, therefore, \$ 67,400 including all labor and reimbursable expenses.

EXHIBIT C  
SCHEDULE

INDIVIDUAL PROJECT ORDER (IPO) NO. 7

RAVINE POND IMPROVEMENTS  
CITY PROJECT XXXX-XX

Work will be completed based upon a schedule agreed upon with the City of Inver Grove Heights. A possible schedule for the project is as follows:

Final Plans and Specs Complete for Submittal to Mn/DOT for Cooperative Agreement Review	February 2008
City Council Approve Plans & Specs and Authorize Ad for Bids	April 14, 2008
Bid Opening	May 16, 2008
City Council Award Contract	May 26, 2008
Start Construction	June 2008
Construction Complete	November 2008

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

**Resolution Approving Individual Project Order No. 6 with Kimley-Horn and Associates, Inc. for City Project No. 2003-03 – Southern Sanitary Sewer System – Final Design**

Meeting Date: January 28, 2008  
 Item Type: Consent  
 Contact: Scott D. Thureen, 651.450.2572  
 Prepared by: Scott D. Thureen, City Engineer  
 Reviewed by: *SDT*

<input type="checkbox"/>	<b>Fiscal/FTE Impact:</b>
<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 resolution approving Individual Project Order No. 6 with Kimley-Horn and Associates, Inc. for final design of the Southern Sanitary Sewer System – City Project No. 2003-03.

**SUMMARY**

On June 25, 2007 at the City Council work session, staff was directed to proceed with the design of the Southern Sanitary Sewer System – City Project No. 2003-03. Staff met with Kimley-Horn and Associates, Inc. to identify the issues that needed to be addressed and Council approved Individual Project Order (IPO) No. 4 in the amount of \$107,000 for this project on July 9, 2007. The work included the preliminary design of the improvements, reviewing design options for the sewer, and developing accurate costs to use for public hearing purposes. The work did not include final design.

IPO No. 6 covers the cost of final design for the project which was ordered on January 14, 2008. I have reviewed the proposal and recommend approval of the resolution which authorizes execution of IPO No. 6 in the amount of \$98,200 for City Project No. 2003-03.

SDT/kf  
 Attachments: Resolution  
 IPO No. 6

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

**RESOLUTION APPROVING INDIVIDUAL PROJECT ORDER NO. 6 WITH KIMLEY-HORN AND ASSOCIATES, INC. FOR CITY PROJECT NO. 2003-03 – SOUTHERN SANITARY SEWER SYSTEM – FINAL DESIGN SERVICES**

**RESOLUTION NO. \_\_\_\_\_**

**WHEREAS**, Kimley-Horn and Associates, Inc. prepared the feasibility study for the Southern Sanitary Sewer System, City Project No. 2003-03; and

**WHEREAS**, City Council approved Individual Project Order No. 4 with Kimley-Horn and Associates, Inc. for preliminary design work for the Southern Sanitary Sewer System on July 9, 2007; and

**WHEREAS**, the City Council ordered the improvement project on January 14, 2008 and authorized preparation of construction plans and specifications; and

**WHEREAS**, Kimley-Horn and Associates, Inc. has submitted Individual Project Order (IPO) No. 6 for the work as requested by the City of Inver Grove Heights.

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

1. Individual Project Order (IPO) No. 6 with Kimley-Horn and Associates, Inc. for the following work is hereby approved:

<u>Southern Sanitary Sewer System (2003-03) Final Design</u>	
Final Design Phase Services	\$92,000
Additional Reimbursable Expenses	<u>6,200</u>
Total	\$98,200

2. The City is authorized to enter into IPO No. 6 with Kimley-Horn and Associates, Inc.

Adopted by the City Council of Inver Grove Heights, Minnesota this 28<sup>th</sup> day of January 2008.

AYES:

NAYS:

\_\_\_\_\_  
George Tourville, Mayor

ATTEST:

\_\_\_\_\_  
Melissa Rheaume, Deputy Clerk

INDIVIDUAL PROJECT ORDER NUMBER 6

Describing a specific agreement between Kimley-Horn and Associates, Inc. (the Consultant), and City of Inver Grove Heights (the Client) in accordance with the terms of the Master Agreement for Continuing Professional Services dated October 31, 2005, which is incorporated herein by reference.

Identification of Project: Southern Sanitary Sewer System Improvements  
City Project 2003-03

General Category of Services: Final Design Phase Services

Specific Scope of Basic Services: Provide final design phase services for the Southern Sanitary Sewer System Improvements. See attached Exhibit A for a more detailed summary of the scope of services.

Additional Services if Required: None identified at this time.

Schedule: See attached Exhibit C.

Deliverables: Final Construction Plans and Specifications  
Legal Descriptions & Exhibits  
Completed Bid Tabulation and Letter of Recommendation  
Revised Assessment Roll  
Construction Permits

Method of Compensation To be billed on an hourly (cost plus) basis consistent with our current hourly rate schedule. See attached Exhibit B.

Special Terms of Compensation: None

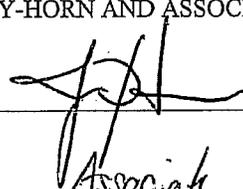
Other Special Terms of Individual Project Order: None

ACCEPTED:

CITY OF INVER GROVE HEIGHTS

KIMLEY-HORN AND ASSOCIATES, INC.

BY: \_\_\_\_\_

BY:  \_\_\_\_\_

TITLE: \_\_\_\_\_

TITLE: *Associate* \_\_\_\_\_

DATE: \_\_\_\_\_

DATE: *1/9/08* \_\_\_\_\_

EXHIBIT A  
SCOPE OF SERVICES

INDIVIDUAL PROJECT ORDER (IPO) NO. 6

SOUTHERN SANITARY SEWER SYSTEM IMPROVEMENTS  
CITY PROJECT 2003-03

This IPO includes final design phase services for the Southern Sanitary Sewer System Improvements. These services are detailed below.

A. Prepare Final Plans

Final Plans will be prepared detailing the sanitary sewer and watermain (along Inver Grove Trail) improvements included in the feasibility study and report prepared by Kimley-Horn and Associates in December 2007. We have assumed that the plans will include the following sheets:

- Title Sheet
- Construction Details & Notes
- Typical Sections
- Alignment Plan and Tabulation
- Traffic Control Plans
  - Inver Grove Trail
  - Along Trunk Highway (T.H.) 52
  - Clark Road
- Existing Conditions, Removals, and Erosion Control Plans
- Roadway Plan and Profile
- Sanitary Sewer and Watermain Plan and Profile
- Signing and Striping Plan
- Cross Sections & Earthwork Summary for Inver Grove Trail & E. Frontage Road
- Restoration Plans

B. Project Manual

The project manual will be prepared to include bidding documents, general contract conditions, and technical specifications required for bidding of the work. The appendix of the manual will include an environmental contingency plan (prepared by Barr Engineering Company working under a separate contract with the City) to address the potential of encountering environmentally contaminated material.

C. Engineer's Estimate of Probable Construction Cost

Upon completion of the final plans and project manual, Kimley-Horn will prepare an engineer's estimate of probable construction cost for the proposed improvements.

D. Bidding Services

Kimley-Horn will assist in the bidding process for the project including the reproduction and distribution of the plans and project manual. We will also assist in the bidding process including responses to contractor questions and the preparation of any necessary addenda. We will assist in the bid opening, prepare a bid tabulation and provide a letter summarizing the bid results for the project. We will also prepare a final assessment roll for the project based on the low bid.

E. Permits

We will prepare and submit the necessary sanitary sewer (MPCA), watermain (MDH), grading/drainage (NPDES including SWPPP), and railroad permits. We will pay application fees required for the submittal of the sanitary sewer and watermain permits.

F. Right-of-way/Easement Acquisition

We will continue to coordinate right-of-way/easement acquisition with the registered land surveyor and the city attorney. This includes the preparation of legal exhibits and descriptions for up to six (6) parcels and working with the city attorney and right-of-way consultant to respond to property owner questions during the negotiation process.

G. Private Utility Coordination

We will continue to coordinate the proposed improvements with the private utility (gas, telephone, electric, cable TV, railroad) companies.

H. Agency Coordination

Because Dakota County plans to construct a portion of the Mississippi River Regional Trail (MRRT) along the east side of Inver Grove Trail, coordination of the sanitary sewer, roadway, and trail improvements between Pine Bend Elementary School and T.H. 52 will be required. We will provide Dakota County and their engineer information regarding the sanitary sewer and roadway replacement designs. We have assumed the trail improvements will be constructed under a separate contract.

Because a portion of the proposed sanitary sewer will be located under the future T.H. 52 East Frontage Road, coordination with the Minnesota Department of Transportation (Mn/DOT) will be required. This includes coordination with Barr Engineering due to the

potential of encountering contaminated material. We have assumed that Barr will coordinate directly with the Mn/DOT Office of Environmental Services.

I. Meetings

We will attend the public hearing, bid opening, assessment hearing, and up to six (6) meetings with City staff and stakeholder representatives.

Our Scope of Work does not include any of the following services:

- Easement acquisition negotiations and/or agreement preparation.
- Review of appraisals and/or coordination with the appraiser.
- Roadway and drainage design to accommodate the MRRT.
- Construction related services.

We will prepare a separate IPO in the future for these services if requested by City staff.

EXHIBIT B  
ESTIMATED COSTS

INDIVIDUAL PROJECT ORDER (IPO) NO. 6

SOUTHERN SANITARY SEWER SYSTEM IMPROVEMENTS  
CITY PROJECT 2003-03

Kimley-Horn proposes to perform all services included within this IPO on an hourly (cost plus) basis using our current standard hourly rate schedule. The following is a summary of our estimated costs for these services.

<u>Services</u>	<u>Fee Basis</u>	<u>Total Cost</u>
Final Design Phase	Hourly	
A. Prepare Final Plans		\$ 55,500
B. Project Manual		\$ 4,000
C. Engineer's Est. of Probable Cost		\$ 1,500
D. Bidding Services		\$ 6,000
E. Permits		\$ 3,000
F. Right-of-way/Easement Acquisition		\$ 10,000
G. Private Utility Coordination		\$ 2,000
H. Agency Coordination		\$ 4,000
I. Meetings		\$ 6,000
Subtotal		\$ 92,000
Reimbursable Expenses		\$ 5,500
<u>Permit Fees</u>	<u>Cost</u>	<u>\$ 700</u>
Total		\$ 98,200

Reimbursable expenses (copy/printing charges, plotting, mileage, delivery charges, faxes, etc.) will be charged as an office expense at 6.0% of the labor fee. Subconsultant costs will be billed directly to the City with no Kimley-Horn markup.

Our total estimated not-to-exceed cost for the scope of services included as a part of this IPO is, therefore, \$98,200 including all labor and reimbursable expenses.

EXHIBIT C  
SCHEDULE

INDIVIDUAL PROJECT ORDER (IPO) NO. 6

SOUTHERN SANITARY SEWER SYSTEM IMPROVEMENTS  
CITY PROJECT 2003-03

Work will be completed based upon a schedule agreed upon with the City of Inver Grove Heights. A possible schedule for the project is as follows:

Public Hearing and City Council Authorizes Final Design	January 14, 2008
City Council Approves Plans and Specifications	March 24, 2008
Bid Opening	April 18, 2008
City Council Receives Assessment Roll	April 28, 2008
Assessment Hearing	May 27, 2008
City Council Award Contract	June 23, 2008
Start Construction	July 7, 2008
Construction Complete	December 2008

The schedule above is dependent upon Mn/DOT coordination and timely acquisition of all required right-of-way and easements for this project. The project may need to be phased to accommodate timing of acquisitions.

**CITY OF INVER GROVE HEIGHTS**

**REQUEST FOR COUNCIL ACTION**

**NPDES Phase II Storm Water Permit Pollutant Loading Assessment and Non-degradation Plan**

Meeting Date: January 28, 2007  
 Item Type: Consent  
 Contact: Scott Thureen, 651-450-2572  
 Prepared by: Scott Thureen, City Engineer  
 Reviewed by: *SAT*

<b>Fiscal/FTE Impact:</b>	
<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: Water Funds

**PURPOSE/ACTION REQUESTED**

Consider resolution receiving the City's NPDES Phase II Storm Water Permit Pollutant Loading Assessment and Non-degradation Plan.

**SUMMARY**

The City is one of 30 in the state that are required to modify its permit Storm Water Pollution Prevention Program (SWPPP) to meet non-degradation standards for the average annual storm water runoff volume, the amount of total suspended solids in that storm water runoff, and the amount of phosphorus in that runoff. The City must show that it can meet the levels of the aforementioned three parameters that existed in 1988 by means of its existing facilities, programs and policies, or through proposed modifications to them.

The City contracted with Bonestroo in July of 2007 to complete a pollutant loading assessment and a non-degradation plan to meet the requirements of the permit. The work was completed and the final documents were publicly noticed for a 30-day comment period that ended on January 17, 2008. No comments were received.

I recommend that the City Council approve the attached resolution that receives the pollutant loading assessment and the non-degradation plan and authorizes staff to submit the documents to the Minnesota Pollution Control Agency. The Agency will then review and comment on the documents.

SDT/kf  
 Attachment: Resolution

**A RESOLUTION RECEIVING THE NPDES PHASE II STORM WATER PERMIT POLLUTANT  
LOADING ASSESSMENT AND NON-DEGRADATION PLAN AND AUTHORIZING STAFF TO  
SUBMIT THE DOCUMENTS TO THE MPCA**

**WHEREAS**, the City of Inver Grove Heights is required to obtain a NPDES Phase II Storm Water Permit; and

**WHEREAS**, the City is one of 30 in the state that are required to modify its permit Storm Water Pollution Prevention Program (SWPPP) to meet non-degradation standards for the average annual storm water runoff volume, the amount of total suspended solids in that runoff, and the amount of phosphorus in that runoff; and

**WHEREAS**, a pollutant loading assessment and a non-degradation plan have been prepared to meet these permit requirements, and

**WHEREAS**, these documents were publicly noticed for a 30-day review period and no public comments were received.

**NOW, THEREFORE**, the City Council of Inver Grove Heights receives these documents and authorizes staff to submit them to the MPCA in accordance with the requirements of the permit.

Adopted by the City Council of Inver Grove Heights, Minnesota this 28<sup>th</sup> day of January 2008.

AYES:

NAYS:

\_\_\_\_\_  
George Tourville, Mayor

ATTEST:

\_\_\_\_\_  
Melissa Rheaume, Deputy Clerk

---

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

ATTORNEYS AT LAW

ROGER C. MILLER  
TIMOTHY J. KUNTZ  
DANIEL J. BEESON  
\*KENNETH J. ROHLF  
◊STEPHEN H. FOCHLER  
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DARCY M. ERICKSON  
DAVID S. KENDALL  
JEROME M. PORTER  
BRIDGET McCAULEY NASON  
•  
HAROLD LEVANDER  
1910-1992  
•  
ARTHUR GILLEN  
1919-2005  
•  
\*ALSO ADMITTED IN WISCONSIN  
◊ALSO ADMITTED IN NORTH DAKOTA  
◊ALSO ADMITTED IN MASSACHUSETTS  
◊ALSO ADMITTED IN OKLAHOMA

## MEMO

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**TO: Mayor and Council Members**  
**FROM: Timothy J. Kuntz and Kenneth J. Rohlf, City Attorneys**  
**DATE: January 28, 2008**  
**RE: Northwest Area Project: Landowner: Howard Steenberg; Parcel 10**

---

**Section 1. Background:** Evergreen Land Services, Inc., the City's right-of-way acquisition agent for the Northwest Area Improvement Project (City Project 2003-15), has met with Mr. Howard Steenberg regarding a possible resolution of the easement acquisition on his property to facilitate the construction of the Project Improvements. The City's appraisal for the Howard Steenberg acquisitions is \$10,800.00.

**The following represents the cash settlement that Mr. Steenberg would require to amicably grant the easement requested.**

**Section 2. Settlement Proposal Terms:**

To amicably resolve the easement acquisition, Mr. Steenberg would want the following cash and in-kind compensation:

1. Cash Compensation of \$18,100.00.

**Land Value per Acre (per City Appraisal): \$117,000.00.**

Permanent Road Easement Area	Value of Permanent Road Easement	Temporary Construction Easement Area	Value of Temporary Construction Easement
2,551 sq. ft. .06 Acres	\$7,020.00 \$117,000/per acre	1,100.00 sq. ft. .03 for 34 months	\$740.00
Permanent Drainage and Utility Easement Area	Value of Permanent Drainage and Utility Easement	Value of Trees & Landscaping And asphalt replacement	TOTAL City offer per Appraisal
		Trees \$2,060.00 Asphalt replacement \$1,020.00	\$10,800.00

**Landowner Settlement Offer: \$18,100.00 Total**

The basis for the increase is that the Landowner's appraisal estimated values for permanent and temporary easements at \$13,600.00 as compared to a \$7,760.00 value for the City. This was based on a per/acre value of \$200,000 as compared to a \$117,000 per acre value contained in the City's appraisal. The landowner's value of damages also includes the replacement of the three affected trees at \$1,500 per tree. Thus, the Landowner arrives at a total settlement offer of \$18,100.00 (\$13,600 + \$4,500). Giving due consideration for the tree replacement, the City's adjusted appraisal of damages would be \$13,280.00 (\$7,760 + \$4,500 + \$1,020). Consequently, the increase in the settlement proposal is essentially based on the higher land value.

**Recommendation:**

In light of all relevant facts concerning the Landowner's property and in consideration of the value to the City of resolving a potential eminent domain matter for this parcel, the City's Property Acquisition Team<sup>1</sup> unanimously recommends acceptance of the settlement set forth herein. The City's Property Acquisition Team recommends that the City Council ratify the negotiated settlement reached between the City and Mr. Steenberg for damages associated with City Project 2003-15 and acquisition of the permanent easement.

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

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

**RESOLUTION NO. 08-\_\_\_\_\_**

**A RESOLUTION APPROVING THE NEGOTIATED SETTLEMENT AGREEMENT  
BETWEEN HOWARD STEENBERG AND THE CITY CONCERNING DAMAGES  
RELATING TO THE STEENBERG PROPERTY  
RELATIVE TO CITY PROJECT 2003-15**

**WHEREAS**, the City of Inver Grove Heights (the "City") has authorized the design of plans and specifications for the initial phase of a municipal water distribution system and a municipal sanitary sewer collection system to ultimately serve the City's Northwest Area;

**WHEREAS**, construction plans have been prepared for City of Inver Grove Heights Project No. 2003-15 (the "Project") which provides for the extension of water and sanitary sewer mains along Babcock Trail (generally south of 80<sup>th</sup> Street); along 80<sup>th</sup> Street (generally between T.H. 52 and T.H. 3); from 80<sup>th</sup> Street extending south of T.H. 55; along T.H. 3 (generally between 80<sup>th</sup> Street and 70<sup>th</sup> Street); and in the area of T.H. 3 and 70<sup>th</sup> Street;

**WHEREAS**, the Project also includes roadway/street improvements and storm water improvements along the various corridors for the water and sanitary sewer main extensions described above;

**WHEREAS**, the City must acquire various utility, drainage, temporary construction and permanent road right-of-way easements for the Project;

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

**WHEREAS**, the City (and its consultant) was able to negotiate the direct purchase of the proposed easement affecting Parcel 10, owned by Howard Steenberg for the monetary sum of \$18,100.00.

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

1. The negotiated settlement in the sum of \$18,100.00 concerning damages associated with the City's acquisition of an easement over a portion of the Howard Steenberg property relative to City Project 2003-15 is hereby approved.

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

Passed this 28<sup>th</sup> day of January, 2008.

---

George Tourville, Mayor

Attest:

---

Melissa Rheaume, Deputy City Clerk

---

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

---

ATTORNEYS AT LAW

ROGER C. MILLER  
TIMOTHY J. KUNTZ  
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◊\*DONALD L. HOEFT  
DARCY M. ERICKSON  
DAVID S. KENDALL  
JEROME M. PORTER  
BRIDGET McCAULEY NASON  
•  
HAROLD LEVANDER  
1910-1992  
•  
ARTHUR GILLEN  
1919-2005  
•  
\*ALSO ADMITTED IN WISCONSIN  
◊ALSO ADMITTED IN NORTH DAKOTA  
◊ALSO ADMITTED IN MASSACHUSETTS  
◊ALSO ADMITTED IN OKLAHOMA

## MEMO

---

**TO: Mayor and Council Members**  
**FROM: Timothy J. Kuntz and Kenneth J. Rohlf, City Attorneys**  
**DATE: January 28, 2008**  
**RE: Northwest Area Project: Landowner: True Lee - Parcel 27**

---

**Section 1. Background:** Evergreen Land Services, Inc., the City's right-of-way acquisition agent for the Northwest Area Improvement Project (City Project 2003-15), has met with Ms. True Lee regarding a possible resolution of the easement acquisition on his property to facilitate the construction of the Project Improvements. The real estate component of the City's appraisal for the True Lee property acquisition is \$12,100.00. Additionally, a separate appraisal for landscaping was completed by the City and totaled \$15,750. Consequently, the City's collective appraisal for the True Lee property is \$27,850.00.

**The following represents the cash settlement that Ms. True Lee would require to amicably grant the easement requested.**

**Section 2. Settlement Proposal Terms:**

To amicably resolve the easement acquisition, Ms. True Lee would want the following cash and in-kind compensation:

1. Cash Compensation of \$30,000.00.

**Land Value per Acre (per City Appraisal): \$110,000.00.**

Permanent Road Easement Area	Value of Permanent Road Easement	Temporary Construction Easement Area	Value of Temporary Construction Easement
		22,750 sq. ft. .522 acres for 34 months \$110,000 per/acre	\$12,100.00
Permanent Drainage and Utility Easement Area	Value of Permanent Drainage and Utility Easement	Value of Trees & Landscaping And asphalt replacement	TOTAL City offer per Appraisal
		Landscaping: \$15,750	\$27,850

**Landowner Settlement Offer: \$30,000.00 Total**

The basis for the increase is that the Landowners appraisal estimated values for the temporary easement at \$17,000.00 (as compared to the City's appraisal of \$12,100). This was based on an increase in value per/acre of \$200,000. Additionally, the City obtained two landscaping estimates for the replacement of two Chilton stone planter boxes as well as a Chilton natural stone planter box wall. Also included in the estimates, was the installation of the plant materials for those planter boxes and wall, as well as the replacement of the trees and shrubs, which are to be removed because of the project. One estimate came in at \$15,500.00 and the other one came in at \$15,767.75. Added to the \$17,000.00 for the damage suffered by the property provides a settlement range between \$27,850.00 (City) and \$32,750.00 (landowner).

This increase in the settlement offer of \$30,000.00 from the City's appraisal of damages is essentially based on a partially higher land value (\$14,250) than first estimated by the City. The land value proposed in this settlement offer is roughly the mid-point between the Landowner's appraisal and the City's appraisal.

**Analysis:**

	Landowner	City
Temporary Easement	\$17,000	12,100
Tree Loss	<u>\$15,750</u>	<u>15,750</u>
Total	\$32,750	\$27,850

**Recommendation:**

In light of all relevant facts concerning the Landowner's property and in consideration of the value to the City of resolving a potential eminent domain matter for this parcel, the City's Property Acquisition Team<sup>1</sup> recommends acceptance of the settlement set forth herein. The City's Property Acquisition Team recommends that the City Council ratify the negotiated settlement reached between the City and True Lee for damages associated with City Project 2003-15 and acquisition of the permanent easement.

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

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

**RESOLUTION NO. 08-\_\_\_\_\_**

**A RESOLUTION APPROVING THE NEGOTIATED SETTLEMENT AGREEMENT  
BETWEEN TRUE LEE AND THE CITY CONCERNING DAMAGES RELATING TO  
THE LEE PROPERTY RELATIVE TO CITY PROJECT 2003-15**

**WHEREAS**, the City of Inver Grove Heights (the "City") has authorized the design of plans and specifications for the initial phase of a municipal water distribution system and a municipal sanitary sewer collection system to ultimately serve the City's Northwest Area;

**WHEREAS**, construction plans have been prepared for City of Inver Grove Heights Project No. 2003-15 (the "Project") which provides for the extension of water and sanitary sewer mains along Babcock Trail (generally south of 80<sup>th</sup> Street); along 80<sup>th</sup> Street (generally between T.H. 52 and T.H. 3); from 80<sup>th</sup> Street extending south of T.H. 55; along T.H. 3 (generally between 80<sup>th</sup> Street and 70<sup>th</sup> Street); and in the area of T.H. 3 and 70<sup>th</sup> Street;

**WHEREAS**, the Project also includes roadway/street improvements and storm water improvements along the various corridors for the water and sanitary sewer main extensions described above;

**WHEREAS**, the City must acquire various utility, drainage, temporary construction and permanent road right-of-way easements for the Project;

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

**WHEREAS**, the City (and its consultant) was able to negotiate the direct purchase of the proposed easement affecting Parcel 27, owned by True Lee for the monetary sum of \$30,000.00.

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

1. The negotiated settlement in the sum of \$30,000.00 concerning damages associated with the City's acquisition of an easement over a portion of the True Lee property relative to City Project 2003-15 is hereby approved.
2. Payment of the negotiated settlement amount is hereby authorized upon receipt by the City of the executed easement and related documentation.

Passed this 28<sup>th</sup> day of January, 2008.

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George Tourville, Mayor

Attest:

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Melissa Rheaume, Deputy City Clerk

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

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ATTORNEYS AT LAW

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

## MEMO

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**TO: Mayor and Council Members**  
**FROM: Timothy J. Kuntz and Kenneth J. Rohlf, City Attorneys**  
**DATE: January 28, 2008**  
**RE: Northwest Area Project: Landowner – Amazing Grace Lutheran Church,  
f.k.a. Peace Lutheran Church of Dakota County – Parcel 31**

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**Section 1. Background:** Evergreen Land Services, Inc., the City's right-of-way acquisition agent for the Northwest Area Improvement Project (City Project 2003-15), has met with **Amazing Grace Lutheran Church, f.k.a. Peace Lutheran Church of Dakota County** ("Amazing Grace") regarding a possible resolution of the easement acquisition on their property to facilitate the construction of the Project Improvements. The City's appraisal for the **Amazing Grace** acquisition is \$25,000.00.

**The following represents the cash settlement that Amazing Grace would require to amicably grant the easement requested.**

**Section 2. Settlement Proposal Terms:**

To amicably resolve the easement acquisition, Amazing Grace would want the following cash and in-kind compensation:

1. Cash Compensation of \$35,000.00.

**Land Value per Acre (per City Appraisal): \$75,000.00**

Permanent Road Easement Area	Value of Permanent Road Easement	Temporary Construction Easement Area	Value of Temporary Construction Easement
6,081 sf	\$10,459.00	27,627 sf	\$13,463.00
Permanent Drainage and Utility Easement Area	Value of Permanent Drainage and Utility Easement	Value of Trees & Landscaping	TOTAL City offer per Appraisal
1,230 sf	\$1,058.00		\$25,000.00 (rounded)

**Landowner Settlement Offer: \$35,000.00 Total**

The basis for the Landowner's increase from the City's appraised value is that the Landowner believes that, due to recent sales in the vicinity, the land value for his property is \$120,000 per acre instead \$75,000 per acre offered by the City's appraisal. Consequently, the Landowner's appraisal of the damages suffered by the property equal \$44,000.00. The settlement reached is approximately the mid-point between the City's appraisal and the Landowner's appraisal.

**Recommendation:**

In light of all relevant facts concerning the Landowner's property and in consideration of the value to the City of resolving a potential eminent domain matter for this parcel, the City's Property Acquisition Team<sup>1</sup> unanimously recommends acceptance of the settlement set forth herein. The City's Property Acquisition Team recommends that the City Council ratify the negotiated settlement reached between the City and Amazing Grace for damages associated with City Project 2003-15 and acquisition of the permanent easement.

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

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

**RESOLUTION NO. 08-\_\_\_\_\_**

**A RESOLUTION APPROVING THE NEGOTIATED SETTLEMENT AGREEMENT  
BETWEEN AMAZING GRACE LUTHERAN CHURCH, F.K.A. PEACE LUTHERAN  
CHURCH OF DAKOTA COUNTY (“AMAZING GRACE”) AND THE CITY  
CONCERNING DAMAGES RELATING TO THE AMAZING GRACE PROPERTY  
RELATIVE TO CITY PROJECT 2003-15**

**WHEREAS**, the City of Inver Grove Heights (the “City”) has authorized the design of plans and specifications for the initial phase of a municipal water distribution system and a municipal sanitary sewer collection system to ultimately serve the City’s Northwest Area;

**WHEREAS**, construction plans have been prepared for City of Inver Grove Heights Project No. 2003-15 (the “Project”) which provides for the extension of water and sanitary sewer mains along Babcock Trail (generally south of 80<sup>th</sup> Street); along 80<sup>th</sup> Street (generally between T.H. 52 and T.H. 3); from 80<sup>th</sup> Street extending south of T.H. 55; along T.H. 3 (generally between 80<sup>th</sup> Street and 70<sup>th</sup> Street); and in the area of T.H. 3 and 70<sup>th</sup> Street;

**WHEREAS**, the Project also includes roadway/street improvements and storm water improvements along the various corridors for the water and sanitary sewer main extensions described above;

**WHEREAS**, the City must acquire various utility, drainage, temporary construction and permanent road right-of-way easements for the Project;

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

**WHEREAS**, the City (and its consultant) was able to negotiate the direct purchase of the proposed easement affecting Parcel 31, owned by Amazing Grace for the monetary sum of \$35,000.00.

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

1. The negotiated settlement in the sum of \$35,000.00 concerning damages associated with the City’s acquisition of an easement over a portion of the Amazing Grace property relative to City Project 2003-15 is hereby approved.

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

Passed this 28<sup>th</sup> day of January, 2008.

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George Tourville, Mayor

Attest:

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Melissa Rheaume, Deputy City Clerk

**CITY OF INVER GROVE HEIGHTS**

**REQUEST FOR COUNCIL ACTION**

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**Resolution Making an Election Not to Waive the Statutory Tort Limits for Liability Insurance Purposes**

Meeting Date: January 28, 2008  
Item Type: Consent Agenda  
Contact: Ann Lanoue 651.450.2517  
Prepared by: Ann Lanoue, Finance Director  
Reviewed by: N/A

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

**PURPOSE/ACTION REQUESTED** To approve Resolution Making an Election Not to Waive the Statutory Tort Limit for Liability Insurance Purposes.

**SUMMARY** The City procures its liability insurance from the League of Minnesota Cities Insurance Trust (LMCIT). The LMCIT is now requiring a resolution be adopted by the City Council making an election waive or not waive the statutory tort limit. The City has never waived the tort limit. This resolution merely confirms current practice for the City and is in conformance with the majority of Minnesota cities.

Minnesota Statutes 466.04 currently sets the maximum liability limits for cities at \$400,000 per claimant and \$1,200,000 per occurrence (as of January 1, 2008). The City’s current insurance policies provide coverage up to the tort liability limits as provided by Minnesota Statutes. The LMCIT does allow cities to waive those limits if they so choose. Because there is this choice the LMCIT requires cities to make their election with regards to waiving or not waiving its tort liability as established by Minnesota Statutes 466.03 by resolution.

If the City were to waive the tort limit, the City’s exposure would be greater. Because of the increased exposure, the City’s liability insurance premium would also be greater. In addition these limits have been tested and upheld by the courts several times in Minnesota. If the City were to waive the tort limits we would need to purchase excess liability coverage. This does not protect the City any better. The benefit is the injured party. If the City waives the statutory limit, an individual claimant could recover up to \$1,200,000 in damages on a claim. The individual would still have to prove to the court or jury that he/she really has that amount of damages. Also, the statutory limit of \$1,200,000 per occurrence would still apply; that would limit the individual’s recovery to a lesser amount if there were multiple claimants.

I recommend that the Council adopt the attached Resolution Making an Election Not to Waive the Statutory Tort Limit for Liability Insurance Purposes.

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

**RESOLUTION NO. \_\_\_\_\_**

**RESOLUTION MAKING AN ELECTION NOT TO WAIVE THE STATUTORY TORT LIMITS  
FOR LIABILITY INSURANCE PURPOSES**

**WHEREAS**, Minnesota Statutes Chapter 466 deals with tort liability for cities; and

**WHEREAS**, Minnesota Statutes 466.04 currently sets the maximum liability limits for cities at \$400,000 per claimant and \$1,200,000 per occurrence; and

**WHEREAS**, the City procures its insurance from the League of Minnesota Cities Insurance Trust (LMCIT); and

**WHEREAS**, the City's current insurance policies provide coverage up to the tort limits as provided by Minnesota Statutes; and

**WHEREAS**, the LMCIT allow the City the option to waive those limits; and

**WHEREAS**, THE LMCIT has asked the City to make an election by resolution with regards to waiving or not waiving its tort liability established by Minnesota Statutes 466.04; and

**NOW, THEREFORE BE IT RESOLVED, BY THE CITY OF INVER GROVE HEIGHTS:**  
that the City of Inver Grove Heights does hereby elect not to waive the statutory tort limits established by Minnesota Statutes 466.04.

Adopted this 28<sup>th</sup> day of January, 2008.

Ayes:

Nays:

\_\_\_\_\_  
George Tourville, Mayor

ATTEST:

\_\_\_\_\_  
Melissa Rheame, Deputy City Clerk

**CITY OF INVER GROVE HEIGHTS**

**REQUEST FOR COUNCIL ACTION**

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Meeting Date: January 28, 2008  
Item Type: Consent  
Contact: Lt. Jerry Salmey (651) 450-2465  
Prepared by: Lt. Jerry Salmey  
Department of Pubic Safety  
Reviewed by: Chief Charles Kleckner  
Director of Public Safety

<b>Fiscal/FTE Impact:</b>	
<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 donation of Multiplexer (approximate value of \$400) to the Inver Grove Heights Police Department from TCF Bank.

**SUMMARY:**

TCF Bank wishes to donated a multiplexer to the Inver Grove Heights Police Department. This equipment would be used by the Police Department to view multiplexed video. Police Department staff recommends approval of this donation.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

**Consider Resolution Reaffirming Temporary Charitable Gambling Permit – Lakers Hockey Club**

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Meeting Date: January 28, 2008  
Item Type: Consent  
Contact: 651.450.2513  
Prepared by: Melissa Rheaume  
Reviewed by: N/A

**Fiscal/FTE Impact:**

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

**PURPOSE/ACTION REQUESTED:**

Approve resolution reaffirming approval of a Temporary Charitable Gambling Permit for the Lakers Junior Hockey Club to conduct a raffle at Veteran’s Memorial Community Center on February 10, 2008.

**SUMMARY:**

On June 25, 2007 the Council approved a temporary charitable gambling permit for the Lakers Junior Hockey Club to conduct a raffle on February 10, 2008 at Veterans Memorial Community Center. The state gambling control board has asked that a resolution be adopted by Council in conjunction with the approval of the temporary permit. Because a resolution was not previously adopted, Council is being asked to do so at this time.

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

**RESOLUTION NO. 08-**

**RESOLUTION APPROVING APPLICATION OF  
LAKERS JUNIOR HOCKEY CLUB FOR A TEMPORARY  
GAMBLING PERMIT TO CONDUCT A RAFFLE ON FEBRUARY 10, 2008  
AT VETERANS MEMORIAL COMMUNITY CENTER,  
INVER GROVE HEIGHTS, MINNESOTA**

WHEREAS, Minnesota Statutes require premises on which lawful gambling is conducted to be licensed by the Minnesota Charitable Gambling Control Board, and

WHEREAS, the Lakers Junior Hockey Club has submitted an application for a temporary Gambling Permit to conduct a raffle on February 10, 2008 at Veterans Memorial Community Center, Inver Grove Heights, and

WHEREAS, the City of Inver Grove Heights has conducted the required background investigation on the application which has not developed any facts that would constitute the basis for denial, now

THEREFORE, BE IT RESOLVED, BY THE City Council of the City of Inver Grove Heights, County of Dakota, State of Minnesota, hereby approves the application of the Lakers Junior Hockey Club for a Temporary Gambling Permit to conduct a raffle on February 10, 2008 at Veterans Memorial Community Center, subject to compliance with the provision of the City's Gambling Ordinance (City Code Section 1020) and Minnesota Statutes relating to charitable gambling.

FURTHER, to direct staff to forward of copy of this resolution to the Minnesota Charitable Gambling Control Board.

Adopted this 28<sup>th</sup> day January, 2008.

Ayes:

Nays:

\_\_\_\_\_  
George Tourville, Mayor

Attest:

\_\_\_\_\_  
Melissa Rheame, Deputy Clerk

**CITY OF INVER GROVE HEIGHTS**

**REQUEST FOR COUNCIL ACTION**

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**PERSONNEL ACTIONS**

Meeting Date: January 28, 2008  
Item Type: Consent  
Contact: Jenelle Teppen, Asst. City Admin  
Prepared by: Amy Brinkman, H.R. Coordinator  
Reviewed by: n/a

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

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

Please confirm the employment of: Jonathan Pederson, Daniel Mechtel, Bradley Dohmen, Jonathan Rhoades, Michael McMonigal, and Neal St. Onge as firefighters.

Please confirm the seasonal/temporary employment of: Kathleen Rodgers.

Please confirm the seasonal/temporary terminations of: Karla Mead.

**CITY OF INVER GROVE HEIGHTS**

**REQUEST FOR COUNCIL ACTION**

**Resolution Approving Layout No. 2C of the T.H. 52 East Frontage Road from 111<sup>th</sup> Street to Inver Grove Trail in the City of Inver Grove Heights as Prepared by the Minnesota Department of Transportation**

Meeting Date: January 28, 2007  
Item Type: Public Hearing  
Contact: Scott Thureen, 651-450-2572  
Prepared by: Scott Thureen, City Engineer  
Reviewed by: *SJT*

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

**PURPOSE/ACTION REQUESTED**

Consider approving Layout No. 2C of the T.H. 52 East Frontage Road from 111<sup>th</sup> Street to Inver Grove Trail in the City of Inver Grove Heights as prepared by the Minnesota Department of Transportation.

**SUMMARY**

The State of Minnesota Department of Transportation (Mn/DOT) has prepared the final layout known as Layout No. 2C for the T.H. 52 East Frontage Road from 111<sup>th</sup> Street to Inver Grove Trail in the City of Inver Grove Heights. A public hearing is scheduled for January 28, 2008 to consider the proposed improvements. City Council is then requested to consider adopting a resolution approving the layout of the proposed East Frontage Road of T.H. 52. The layout has been previously viewed by staff and Council and no changes have been made. Public Works recommends adoption of the resolution approving Layout No. 2C of the T.H. 52 East Frontage Road.

GJ/kf  
Attachments: Resolution  
Layout Drawing

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

**RESOLUTION APPROVING LAYOUT NO. 2C OF THE T.H. 52 EAST FRONTAGE ROAD FROM  
111<sup>TH</sup> STREET TO INVER GROVE TRAIL IN THE CITY OF INVER GROVE HEIGHTS AS  
PREPARED BY THE MINNESOTA DEPARTMENT OF TRANSPORTATION**

**RESOLUTION NO. \_\_\_\_\_**

**WHEREAS**, the State of Minnesota Department of Transportation (Mn/DOT) has prepared a final layout known as Layout No. 2C for the T.H. 52 East Frontage Road from 111<sup>th</sup> Street to Inver Grove Trail in the City of Inver Grove Heights; and

**WHEREAS**, said final layout is on file in the Minnesota Department of Transportation Metro District Office, Roseville, Minnesota, being marked, labeled and identified as Layout No. 2C, T.H. 52 from 111<sup>th</sup> Street to Inver Grove Trail, East Frontage Road Construction SP 1907-68; and

**WHEREAS**, improvements to the City via construction of frontage road and appurtenances have been included in the said final layouts; and

**WHEREAS**, a public hearing to consider the layout approval was held at the regular Inver Grove Heights' City Council meeting on Monday, January 28, 2008.

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

The City of Inver Grove Heights hereby gives approval of Layout No. 2C for the T.H. 52 East Frontage Road in the City of Inver Grove Heights.

Adopted by the City Council of Inver Grove Heights, MN this 28<sup>th</sup> day of January 2008.

AYES:  
NAYS:

\_\_\_\_\_  
George Tourville, Mayor

ATTEST:

\_\_\_\_\_  
Melissa Rheaume, Deputy Clerk

**CITY OF INVER GROVE HEIGHTS**

**REQUEST FOR COUNCIL ACTION**

**DISCUSS LETTER OUTLINING SCHEMATIC DESIGN SERVICES FOR CITY HALL EXPANSION/RENOVATION**

Meeting Date: January 28, 2008  
 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** Discuss letter for Schematic Design Services for City Hall Expansion/Renovation with BKV Group.

**SUMMARY** In November of 2007 Council approved moving forward with BKV Group on Schematic Design Services for the expansion/renovation of City Hall for the sum of \$110,000.

The City Attorney has suggested that the letter that details the process be brought back to Council so that there is clear understanding of what exactly the process entails, and what the outcome of the process will be.

That letter is attached, and both staff and the Architect will be available to discuss it on Monday evening.

As Council will recall, we will be meeting at the Study Session earlier that evening on Part A of the Schematic Design process and on Thursday, January 31 with senior staff and the task force on Part B.



Architecture  
Interior Design  
Engineering

Boorman  
Kroos  
Vogel  
Group  
Inc.

222 North Second Street  
Minneapolis, MN 55401  
Direct: 612.373.9131  
Main: 612.339.3752  
Facsimile: 612.339.6212

26 October 2007  
Revised 1/23/08

Jenelle Teppen  
Assistant City Administrator  
City of Inver Grove Heights  
8150 Barbara Ave  
Inver Grove Heights, MN 55077

RE: Project Approach – Schematic Design for Renovation and Addition to City Hall and Police Station

Dear Jenelle

We are pleased to present this approach outline for Schematic Design Services for the proposed Renovation and Addition to the Inver Grove Heights City Hall and Police Station. As per our conversations with the Task Force, this effort marks the beginning of a full project design process rather than a continuation of a 'Study' effort. We understand that the design process shall be based on the project scope defined in the 2005 Needs Assessment report developed by BKV Group and reviewed by senior staff and the citizen taskforce.

#### **Schematic Design Services**

We understand that prior to a full commitment to a proposed Renovation / Addition project, there are a number of issues which must be identified and resolved to the satisfaction of staff leadership, citizen taskforce, and city council members. In recognition of this, we recommend beginning this design process through a series of smaller Schematic Design task groups. In this process, City Council approval and direction would be required prior to advancing from one task group effort to the next, assuring a high level of input by city leadership and minimizing the financial commitment by the city at any one point in time.

The Schematic Design Task Groups will include: Planning, Image Concepting, Systems Development, Financing and Estimating, Community Outreach. At the conclusion of all four of these efforts, the City would be provided with a full Schematic Design package which would finalize overall project approach, detailed project budgeting and form the foundation of the balance of the design and documentation effort. The goals and services of each of these groups is outlined below.

#### **Part A - Schematic Planning Service Task Group**

The intention of the Planning Task Group is to explore planning strategies to determine the most economical and effective facility reuse/expansion concept and to establish the general parameters of the project. This effort shall include the following:

1. Development of Site Concept Options to further explore general site plan strategies based on Needs Assessment Options A and B and will incorporate feedback and recommendations of city staff, citizen taskforce, and city council members.
2. Development of City Hall and Police Station departmental block plans to explore inter-departmental adjacencies and explore options to meet current and future expansion requirements including retaining City Hall and Police functions on current levels while expanding each verses constructing a Police Station adjacent to the existing City Hall and renovating the existing structure for two-story City Hall functions.



Architecture  
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3. Review of Block Plan options with city staff leadership and refine based on input.
4. Development of facility massing model/diagrams in conjunction with the block planning effort to explore overall facility strategies such as day lighting, architectural organization, and site relationships.
5. Develop preliminary Fit Plan concepts to explore room layout options meeting departmental space requirements and illustrate individual rooms included in each departmental area and establish anticipated existing structure re-use potential to meet specific departmental needs.
6. Review of Fit Plan concept options with city staff leadership and refine based on input.
7. Re-assessment of preliminary project budget. Although a detailed project estimate will not be possible at this initial stage, portions of the preliminary project budget developed in the Needs Assessment effort such as renovation budgets will be re-assessed based on the planning concepts developed.
8. Review of task group work product with Citizen Taskforce and refine based on input and staff direction.
9. Review of final task group work product with City Council for input and direction.

### **Part B – Schematic Image Development**

The intention of the Image Development Task Group is to develop the overall facility image concept. This effort explores a range of potential architectural approaches and will result in defining the general architectural statement of the building and providing a definition of overall materials and exterior design sufficient to support detailed project budget refinement. This effort shall include the following:

10. Visioning Session to build consensus of architectural goals and to develop a common visual 'vocabulary' which will assist senior staff, taskforce, and council members in assessing image concepts developed.
11. Development of preliminary image concept options based on refined fit plan and massing concepts. The preliminary image concepts will be communicated using rendered elevations, rendered perspectives, or model studies as appropriate to communicate preliminary concepts appropriately.
12. Review of preliminary image concept options with city staff leadership and build consensus of a single image direction for further refinement.
13. Refine consensus image concept based on input. Refinement to include fit plan modifications and site plan development as appropriate to coordinate image and plan concepts.
14. Review and finalize schematic image concept with senior staff.
15. Document finalized schematic image concept through rendered elevations/perspectives, building sections, or models as appropriate to communicate architectural concept.
16. Review of task group work product with Citizen Taskforce and refine based on input and staff direction.
17. Review of final task group work product with City Council for input and direction.

### **Part C – Schematic Building Systems Concept Development**

The intention of the Building Systems Concept Development Task Group is to explore and define requirements for building systems such as mechanical, electrical, and structural systems. Strategies such as expansion vs replacement of systems will be explored to identify systems approaches most likely to result in the best efficiency balanced against initial project cost. This effort shall include the following:

18. Identify building systems goals.
19. Identify mechanical, electrical, and structural building system options and review with senior staff for advantages/ disadvantages and to build consensus on preferred direction.



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20. Develop preliminary interior and exterior materials quality options and review with senior staff to build consensus on appropriate material allowance expectations.
21. Develop preliminary sustainable architecture review of schematic concept to identify potential 'green building' strategies and review with senior staff to build consensus on recommendations.
22. preliminary image concept options with city staff leadership and build consensus of a single image direction for further refinement.
23. Review of task group work product with Citizen Taskforce and refine based on input and staff direction.
24. Review of final task group work product with City Council for input and direction.

#### **Part D – Schematic Financing and Estimating**

The intention of the Financing and Estimating Task Group is to define detailed project costs and to support the exploration of financing strategies. For this task group, the city will require the services of an appropriate bonding consultant as well as input by the city's Director of Finance. This effort shall include the following:

25. Development of phasing plans to assist in understanding construction coordination and schedule requirements.
26. Development of narrative building specifications and cost estimating drawing package.
27. Independent cost estimating provided by BKV Group sub-consultant. Cost estimating to provide detailed projected costs by building component and recommendations for appropriate inflation factors.
28. Review of project costs including fees, equipment and furniture, technology allowances, construction and site development costs, bonding costs, and contingencies.
29. Identification of financing options by city Finance Director and bonding consultant.
30. Review of task group work product with Citizen Taskforce and refine based on input and staff direction.
31. Review of final task group work product with City Council for input and direction.

#### **Part E - Community Outreach**

Following the finalization of all other schematic task groups, the Inver Grove Heights City Council may wish to implement a community outreach effort. This outreach effort will be focused on communicating the existing facility conditions, current and future space needs, process, schematic design concepts, costs, and financial impacts to the community at large. The final community outreach effort will be refined based on council input and direction and on initial community and task force feedback throughout the schematic design effort. This effort will likely consist of the following:

32. Development of final Schematic Design Report and graphics.
33. Conduct community tours and 'open house' presentations to communicate needs and proposed solutions to community members.
34. Final Schematic Design presentations to City Council for input and direction.

#### **Final Design, Construction Documentation, and Construction Administration**

Following the completion of the Schematic Design Phase and direction to proceed by the City Council, BKV Group will develop detailed Design Development documents which explore design requirements in detail. Following approval and direction to proceed by City Council, BKV Group will create full bidding and working drawing documents for use in competitive general contractor bidding. Bidding and Construction Administration services will also be provided following Council direction to proceed at each phase.



Architecture  
Interior Design  
Engineering

Boarman  
Kroos  
Vogel  
Group  
Inc.

222 North Second Street  
Minneapolis, MN 55401  
Direct: 612.373.9131  
Main: 612.339.3752  
Facsimile: 612.339.6212

**Owner Provided Services**

Through the design and construction phases, additional independent consultants will be required for specialty services. Anticipated consultants and potential budget for services will be included in the final Schematic Design project budget established. Owner provided consultant services anticipated through the Schematic Design Phase include Geotechnical / Soils Engineering for investigation of sub-soil conditions and Surveyor for the development of a certified site survey of existing site conditions.

**Schedule**

The final project schedule shall be determined pending finalization of project scope and financing, however, the following identifies anticipated time frames based on the design team receiving authorization to proceed into each of the following phases:

Schematic Design	
Part A - Planning	0 to 45 days
Part B - Image Development	45 to 60 days
Part C – Building Systems Concept	21 to 30 days
Part D – Financing and Estimating	21 to 30 days
Part E – Community Outreach	30 to 45 days
Design Development:	60 to 90 days
Construction Documents:	90 to 120 days
Bidding:	30 to 45 days
Construction:	TBD

**Compensation**

BKV Group’s compensation goals are to establish fees that fairly compensate us for the required services to achieve our client’s project goals while assuring that both our client and firm feel they are treated fairly – value received for dollar spent. To meet this goal, we strive to establish a well-defined project understanding and scope of services to be provided so that an appropriate fee structure can be determined.

BKV Group’s compensation for the initial design phases outlined in this proposal shall be lump sum fees plus reimbursable expenses. Expenses for other owner consultants such as surveying, or special inspections and testing are not included below. Reimbursable expenses include, but are not limited to printing, phone charges, and auto mileage. Billing will occur on a monthly basis based on the time spent or percentage complete by the Architect. The lump sum fees for the work scope outlined in this proposal shall be based on the following schedule (note, multiple ‘Parts’ may be merged into a single project phase):

Schematic Design	
Part A - Planning	\$30,000
Part B - Image Development	\$35,000
Part C – Building Systems Concept	\$25,000
Part D – Financing and Estimating	\$12,000
Part E – Community Outreach	\$8,000
DD through Construction:	TBD Based on Final project scope. Schematic Design fees to be fully credited against total project fees.

**Termination or Postponement of Services**

Either party may terminate this agreement with or without cause by providing written notification a minimum of 14 days prior to termination. The Owner may postpone completion of services included in this agreement by providing written notification a



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minimum of 14 days prior to postponement. Compensation shall be paid to Architect for services provided and time expended through the date of termination or postponement as invoiced. In the case of postponement, if services are postponed for more than 90 days, the Architect shall have the right to an adjusted compensation based on changes to hourly rates of staff.

**Insurance**

The Architect will maintain errors and omissions insurance covering the services for which it is reasonable under this Agreement with limits of at least \$1,000,000 per claim and maintain such insurance for a minimum of two years.

**Instruments of Service**

Drawings, Specifications and other documents including those in electronic form, prepared by the Architect and the Architect's consultants are the Instruments of Service for use by the Owner solely with respect to this Project. The Architect grants the Owner a license to use the Instruments of Service for the completion of this project beyond Schematic Design. The Owner's license for use shall be contingent upon payment to the Architect of contract sums. If the Owner selects another architect as Architect of Record for the completion of this project, BKV Group shall be credited as the Design Architect for the project and the Owner waives any and all of the BKV Group's liabilities associated with construction or post construction of the project and shall assign such liabilities solely to the Architect of Record.

On behalf of BKV Group, we appreciate this opportunity to continue be of service on this project. Please review this proposal and, if acceptable, please sign and return one copy to our office. Upon the completion of the Schematic Design Phase, BKV Group will prepare a standard AIA agreement for the balance of design and documentation services. When directed, BKV Group will enter into this work promptly. If you have any questions at all, please feel free to contact me at 612-373-9131, or on my mobile phone at 612-669-7056.

Sincerely,  
BKV Group

Ted Redmond, AIA      Date    10/26/07 Revised 1/24/08  
Managing Partner

Signed

Inver Grove Heights      Date  
An Authorized Signature

Cc:      David Kroos, BKV Group  
         Lois Bullock, BKV Group

**CITY OF INVER GROVE HEIGHTS**

**REQUEST FOR COUNCIL ACTION**

**CONSIDER PROPOSALS FOR GEOTECHNICAL EXPLORATION SERVICES**

Meeting Date: January 28, 2008  
 Item Type: Regular  
 Contact: JTeppen, Asst. City Admin.  
 Prepared by:  
 Reviewed by:

	<b>Fiscal/FTE Impact:</b>
<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 proposals for Geotechnical exploration services as part of City Hall Expansion/Renovation.

**SUMMARY** In order to determine soil and groundwater conditions on the site of the proposed Expansion/Renovation BKV Group on behalf of the City solicited proposals from qualified firms.

Four proposals were received. The firms and proposed fees for the services are:

Stork	\$4,950
American Engineering Testing, Inc.	\$5,395
Braun Intertec	\$5,650
PSI	\$5,800

BKV recommends accepting the proposal from AET based on their better understanding and articulation of the potential need for additional ground water testing (that would be at an additional charge if it is determined to be necessary).

The funds to pay for this survey would come from the City Facilities fund balance. A copy of each of the proposals is attached.

**STANDARD FORM OF AGREEMENT  
TO ENGAGE THE SERVICES OF  
STORK TWIN CITY TESTING CORPORATION**

**THIS AGREEMENT**, entered into on the 16th day of January, 2008, by BKV Group located at 222 North Second Street, Minneapolis, MN ("**Client**"), and Stork Twin City Testing Corporation ("**Twin City Testing**"), located at 662 Cromwell Avenue, St. Paul, Minnesota 55114.

A. The "**Project**" is described as:

Geotechnical Exploration - Soil Borings  
Inver Grove Heights City Hall and Police Station  
8150 Barbara Avenue  
Inver Grove Heights, Minnesota

B. Twin City Testing will perform professional services for Client as follows:

- Geotechnical Services Only-
- Notify Gopher State One-Call to arrange for locating of buried public utilities. Property owner, City of Inver Grove Heights, to mark private utilities within the drilling area. If private utilities cannot be located by property owner then a private locator may need to be hired at a rate of \$95.00/hour.
- Drill ten (10) Standard Penetration Test (SPT) borings to unit depths ranging from 20' to 30' unless hard bedrock encountered; extend to suitable bearing soils/rock as needed. If bedrock is encountered, obtain a minimum of five (5) feet of rock core.
- Visually classify extracted soil samples and run cursory laboratory tests on selected samples of natural sands or clays to further define soil properties, soil classifications, and for the aid in predicting the soils behavior as related to the proposed construction.
- Prepare a formal geotechnical report for the project. The report to include soil boring logs showing soil types, N-values, and any encountered ground water. The report will also include recommendations for foundation types, allowable loads, expected performance, dewatering, pavement thicknesses, and suitability of site soils for use as engineered fill.

C. Client will compensate Twin City Testing for services as follows:

- Utility Clearance/Mobilization/Demobilization drill rig and crew, drilling & sampling ten borings ranging in depths from 20' to 30'	Lump Sum	\$3,850.00
-Soil lab testing to include dry density, moisture content, unconfined compression, gradation, pH, and soil corrosion potential.	Lump Sum	\$ 400.00
-Laboratory sample review, project management and six (6) copies of formal geotechnical report.	Lump Sum	\$ 700.00

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**TOTAL BASE COST= \$4,950.00**

**Cost for deeper drilling if required: \$16.00/ft**  
**Cost for bedrock coring if required: \$45.00/ft**

This agreement shall be governed exclusively by the general terms and conditions of sale and performance of testing services by Stork Twin City Testing, Inc. a North Carolina business corporation ("TCT") d.d. 05/01/2001. In no event shall Stork Twin City Testing, Inc. be liable for any consequential, special or indirect loss or any damages above the cost of the work. Payment is due within 30 days of invoice.

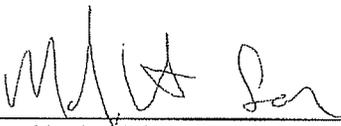
This price is valid for sixty days from date above. Invoices are due upon receipt. A late payment FINANCE CHARGE will be charged at the periodic rate of 1.5% per month (or the maximum allowed by law) on any balance remaining unpaid 30 days after the date of the invoice.

Client Contact: c/o Mr. Ross W. Turner, P.E.  
BKV Group, Inc.

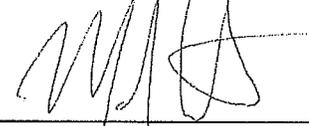
Phone: (612) 339-3752  
Fax: (612) 339-6212  
Email: rturner@bkvgroup.com

The only applicable terms and conditions on this quote are the TCT GENERAL TERMS AND CONDITIONS OF SALE AND PERFORMANCE OF TESTING SERVICES BY STORK TWIN CITY TESTING, INC., a North Carolina business corporation ("TCT") d.d. 05/01/2001. A copy of these terms and conditions will be sent to you free of charge upon request.

**STORK TWIN CITY TESTING CORPORATION**

By:   
Name: Kevin Zalec, E.I.T.  
Title: Staff Engineer

**STORK TWIN CITY TESTING CORPORATION**

By:   
Name: Mark Straight, P.E.  
Title: Senior Project Engineer

By signing this Agreement, Client assents to the terms and conditions set forth above and attached.

CLIENT: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

This agreement shall be governed exclusively by the general terms and conditions of sale and performance of testing services by Stork Twin City Testing, Inc. a North Carolina business corporation ("TCT") d.d. 05/01/2001. In no event shall Stork Twin City Testing, Inc. be liable for any consequential, special or indirect loss or any damages above the cost of the work. Payment is due within 30 days of invoice.

**GENERAL TERMS AND CONDITIONS OF SALE AND PERFORMANCE OF TESTING SERVICES  
BY STORK TWIN CITY TESTING CORPORATION,  
a North Carolina business corporation ("TCT") dated 05/01/2001**

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**1. Application; Formation of Contract.** These General Terms and Conditions of Sale and Performance of Testing Services (the "Terms and Conditions") shall apply to all acts in respect of the purchase and sale of testing and other services (the "Work") pursuant to any contract (a "Contract") to which these Terms and Conditions are made applicable. The submission by a party ("Customer") of any sample to TCT for testing or similar services shall, upon acceptance of such sample by TCT for such services, constitute an express Contract to which these Terms and Conditions apply. All orders for Work are subject to TCT's approval and acceptance.

**2. Modification and Waiver; Other Terms.** No provision in these Terms and Conditions may be varied or waived except by a writing specifically describing such variance or waiver signed by an officer of TCT. TCT's acceptance or acknowledgement, even if in writing and signed by TCT, of Customer's purchase order or any other document pertaining to the Work shall not be deemed an acceptance of any provision of Customer's purchase order or any other document that conflicts with or adds to these terms and conditions, absent a separate agreement in writing signed by TCT expressly acknowledging and agreeing to such provisions. **IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT IN THE EVENT TERMS AND CONDITIONS SET FORTH IN ANY ORDER FORM, PURCHASE REQUEST OR CONFIRMATION PROVIDED BY CUSTOMER ADD TO OR CONFLICT WITH THESE TERMS AND CONDITIONS, THESE TERMS AND CONDITIONS SHALL PREVAIL AND GOVERN. TCT'S ACCEPTANCE OF A CONTRACT TO PERFORM WORK IS EXPRESSLY CONDITIONAL ON CUSTOMER'S AGREEMENT AND ASSENT TO THESE TERMS AND CONDITIONS.**

**3. Prices for the Work; Payment.** Prices quoted by TCT for the Work are solely for the performance of the Work and do not include freight, insurance, inspection or packaging charges, warehousing or storage costs, or any sales, use, excise, customs duties, or other taxes or fees ("Costs"). Unless TCT expressly agrees in writing to pay such Costs, all such Costs are to be paid by Customer and any Costs paid by TCT shall promptly be reimbursed by Customer. A minimum charge of \$35.00 applies to each sample submitted unless a blanket purchase order specifying different pricing has been submitted and accepted. Written and oral quotations are subject to withdrawal by TCT by notice at any time, and, in any event, shall be valid only for thirty (30) days from the date thereof.

Payment is due in cash as specified in TCT's quotation, proposal or order confirmation and, unless otherwise expressly agreed to in writing by TCT, payment is due in U.S. dollars only. If not specified therein, payment is due in cash upon completion of the Work; provided, however, that if the Contract involves a series of tests or other events of partial performance, TCT may invoice, and Customer shall pay for, each such test or part on a pro rata basis. If performance is delayed by Customer or other causes beyond TCT's reasonable control, TCT may submit invoices, and payment shall become due, as if the Work had been completed as scheduled. If such delay is caused by Customer, Customer shall additionally pay all reasonable warehousing and other expenses and Costs of TCT incident to such delay in shipment.

The net amount for services performed pursuant to these Terms and Conditions shall be due in full, without discount, within thirty (30) days of invoice, unless otherwise stated. If payment in full is not made when due, interest shall accrue on the unpaid balance at the lesser of (i) the rate of 1½% per month (18% per annum) or (ii) the maximum rate permitted under applicable law. Customer

agrees to pay reasonable attorneys' fees incurred by TCT in the collection of past due invoices and account balances.

If TCT at any time determines in its sole judgment that there are reasonable grounds for insecurity with respect to Customer's payment for the Work or any other obligation of Customer set forth in the Contract or in these Terms and Conditions, TCT may require adequate assurance of due payment or other performance, such as payment in cash or satisfactory security, and until TCT receives such assurance, TCT may suspend any performance for which it has not already received payment.

**4. Completion of Work; Limited Warranty.** TCT warrants that it will complete the Work in a satisfactory and workmanlike manner consistent with industry standards. TCT will exercise commercially reasonable efforts to complete the Work and provide a report thereon by any date reasonably requested in writing by Customer, but shall not be liable for any delay in the performance of projects or in the delivery or shipment of goods, or for any damages suffered by the client by reason of such delay. TCT's performance of any and all Work is subject to TCT's current facility schedules, governmental priorities, and other government regulations, purchase orders, directions, and restrictions that may be in effect from time to time.

**EXCEPT AS EXPLICITLY SET FORTH IN THIS PARAGRAPH 4, TCT MAKES NO OTHER WARRANTY, WHETHER EXPRESS, IMPLIED OR STATUTORY, AND ALL SUCH WARRANTIES ARE HEREBY EXPRESSLY EXCLUDED.**

TCT's warranty shall not apply to any portion of the Work performed by a party other than TCT except to the extent that any such third party has warranted such performance to TCT and is liable to TCT under such warranty.

No employee, agent or other person is authorized to give any warranties on behalf of TCT in addition to or different from those herein given, or to assume for TCT any other liability in connection with the Work except in a writing which is signed by an authorized officer of TCT, which expressly gives such warranties or assumes such liability, and which is made part of the Contract pursuant to paragraphs 1 and 2 above.

**5. Customer's Property.** Whenever TCT is provided in writing detailed instructions as to the treatment and handling of Customer's property, TCT will exercise commercially reasonable efforts to comply with such instructions. Type of material, tolerances and specifications for processing shall be declared in writing by Customer prior to TCT's commencing any Work or shall be deemed not to have been known by TCT.

Testing services supplied by TCT are generally considered to be destructive. Under special conditions, some testing may be performed without destroying samples. However, by submitting components or samples to TCT, Customer expressly agrees that all material submitted may be destroyed. TCT will not be responsible for any costs or losses resulting from destruction of Customer's property submitted to TCT unless both the written Contract and Customer's property are clearly marked "Do Not Destroy." If the Contract and Customer's property are not so marked, TCT shall have no liability for damage to Customer's property. If the Contract and Customer's property are so marked, TCT's liability for damage to Customer's property is limited to the lesser of (i) the value of Customer's property or (ii) the cost of the Work performed on the damaged property pursuant to the Contract. Under no conditions will TCT be responsible for any

additional costs or damages, including consequential damages and indirect costs or losses, resulting from destruction of Customer's property. By submitting property to TCT, Customer acknowledges and agrees to these limitations and acknowledges and agrees that TCT bases its price for the performance of Work on the existence and enforceability of such limitations.

**6. Shipping.** TCT will at Customer's reasonable request act as a shipping agent for the return of Customer's property after performing the Work. As Customer's agent, TCT will contract for common carrier delivery as requested in writing by Customer. Under no conditions will TCT have any liability for any item so shipped. Insurance will be purchased for common carrier shipping only when requested in writing by Customer and when declared value is indicated, and the failure of TCT to purchase insurance shall not result in any liability on the part of TCT. Customer may be billed directly by commercial carriers for freight and Customer shall make all claims for property damaged in transit directly and solely against such freight carriers.

**7. Title; Security Agreement.** Title to Customer's property and all risk of loss or damage to such property shall remain with Customer at all times. Customer hereby grants to TCT a security interest in all of Customer's property provided to TCT for testing or other services under the Contract to secure the payment of the purchase price for the Work and other fees or charges due TCT hereunder. Customer will not be entitled to the return of its property, and after such return shall not be entitled to transfer or encumber the property upon which Work is performed, until all sums due and owing to TCT have been paid. Customer shall execute and deliver any financing statements or other documents that TCT reasonably requests for the perfection of TCT's security interest in Customer's property and Customer shall do all other acts necessary for the perfection and preservation of this security interest.

**8. Customer's Remedies.** The sole and exclusive remedy of Customer and its customers, agents and other affiliates in respect of any claim against TCT based on or relating to any claimed defect in the Work or otherwise relating to the Work, the Contract, or these Terms and Conditions, whether such claim is based upon contract, tort, professional errors or omissions, strict liability or negligence, and whether such claim is for property damage, personal injury, commercial loss or other monetary loss, shall be (i) upon the return, restoration, or replacement by Customer of Customer's property upon which the Work was performed, the re-performance of any defective portion of the Work, or (ii) at TCT's option, a refund or credit to Customer in the amount of the price paid for the defective portion of the Work. Customer's remedies hereunder shall only be available if (i) TCT has been paid in full for the Work pursuant to paragraph 3 above; (ii) TCT is notified in detail, in writing, of the claimed defect or other claim within twenty days of Customer's discovery thereof and within ninety days after the completion of the Work; and (iii) TCT is permitted to inspect any and all property with respect to which the Work is claimed to have been defective or to which Customer's claim otherwise relates.

**EXCEPT AS SPECIFICALLY SET FORTH IN THIS SECTION 8, TCT SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGE DIRECTLY OR INDIRECTLY ARISING FROM ITS PERFORMANCE OF THE WORK, INCLUDING WITHOUT LIMITATION ANY DAMAGE TO CUSTOMER'S PROPERTY. TCT SHALL IN NO EVENT BE LIABLE FOR ANY LOSS OR DAMAGE ARISING FROM THE USE OF PROPERTY UPON WHICH THE WORK IS PERFORMED OR ANY SIMILAR PROPERTY OR FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES WHATSOEVER. IN NO EVENT**

**SHALL TCT BE LIABLE FOR ANY DAMAGES ABOVE THE COST OF THE WORK, WHETHER SUCH DAMAGES SHALL ARISE FROM BREACH OF THIS CONTRACT, OR IN TORT, OR OTHERWISE.**

**9. Cancellations.** A purchase order or other Contract for Work once placed with and accepted by TCT can be cancelled, in whole or in part, only with the written consent of TCT. If Customer cancels without TCT's consent, Customer shall be liable for the full price of the Work, less any actual third party expenses saved by TCT in not having to perform the Work, as reasonably determined by TCT in its sole discretion.

**10. Court and Other Proceedings.** The nature of TCT's services will, from time to time, require employees of TCT to present the results of TCT's findings in depositions, court proceedings or other forums. In such cases, the Customer will be charged, in addition to the agreed upon price for the Work, TCT's usual and customary costs and fees for such presentations and the preparation thereof according to TCT's then-current fee schedule. If TCT is subpoenaed by a party other than Customer, the total costs and fees associated with the preparation and testimony will be charged to the Customer, irrespective of whether payment has previously been made on the Work and Customer's file is closed. TCT will at Customer's written request attempt to have these costs and fees reimbursed by the party issuing the subpoena; however, if such party does not reimburse TCT, such costs and fees will be the responsibility of Customer. Customer agrees to pay any such costs and fees, irrespective of whether it is anticipated at the time of the Contract that TCT will be called upon to present the results of its findings in depositions, court proceedings or other forums.

**11. Force Majeure.** The parties hereto shall be excused from the duty to render timely performance of any obligation hereunder if such inability to perform is caused directly or indirectly by act of God, flood, war, riot, accident, explosion, strikes or labor trouble, act of government, delay or default by subcontractor or supplier of materials or services, the existence of any circumstance making performance commercially impracticable or any other cause beyond the party's reasonable control; provided, however, that the obligation to make payments due under this agreement shall not be excused for any reason, including the foregoing.

**12. Waiver of Compliance.** Waiver by either party hereto of a breach by the other party of any of the provisions of these terms and conditions shall not be deemed a waiver of future compliance therewith, and such provisions shall remain in full force and effect.

**13. Severability.** If any provision or remedy herein provided for be invalid under any applicable law, the remaining provisions hereof, including remaining default remedies, shall be given effect in accordance with the intent hereof.

**14. Governing Law.** This agreement shall be governed by and construed under the laws of the State of North Carolina and the United States of America.

**15. Arbitration.** Any controversy or claim arising out of or relating to this agreement, or any breach thereof, shall be settled by arbitration in accordance with the Rules of the American Arbitration Association, and judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof. The situs of said arbitration shall be Charlotte, North Carolina. Any demand for arbitration by either party hereunder must be delivered in writing to the other party.



- CONSULTANTS
- ENVIRONMENTAL
  - GEOTECHNICAL
  - MATERIALS
  - FORENSICS

January 15, 2008

JAN 17 2008

Mr. Ross W. Turner, P.E.  
Senior Structural Engineer  
BKV Group, Inc.  
222 North Second Street  
Minneapolis, Minnesota 55401

RE: Proposal for Geotechnical Exploration  
New City Hall and Police Station  
Inver Grove Heights, Minnesota  
AET Proposal No. 09-00173

Dear Mr. Turner:

Thank you for your invitation to submit our proposal for this project. In this proposal, we present a description of our understanding of the project, an outline of the scope of services we are to provide, and a fee schedule and estimate of charges for these services.

### **Project Description**

The new Inver Grove Heights City Hall and Police Station will be built on a site occupied by an existing municipal building. You explained that this existing building, which is on spread footings and has a full basement about 10 feet deep, will be incorporated into the new facility.

The new structure will be a two-story, multi-winged building with a footprint of about 33,000 square feet. The south wing will have a basement about 10 feet deep, covering about 14,000 square feet; the rest of the new building will have the first floor slab cast on-grade.

The new building will be of masonry bearing wall and steel frame construction. You estimate maximum column loads in the range of 150 kips, with wall loads of 2 to 3 kips per linear foot.

The first floor elevation of the new building will match the existing structure, and we anticipate that the basement floor slabs would also match. You estimate live floor loads in the new building not exceeding 150 pounds per square foot.

There are existing paved parking lots around the building currently on the site. New parking lots will be built in conjunction with the new City Hall/Police Station, but the exact locations of these parking lots have not yet been determined. You indicated that the traffic pattern would consist primarily of automobiles and light trucks (pickups, vans, and police vehicles), with occasional heavier vehicles such as waste collection trucks, delivery trucks, and busses.

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**550 Cleveland Avenue North • St. Paul, MN 55114**

**Phone 651-659-9001 • Toll Free 800-972-6364 • Fax 651-659-1379 • [www.amengtest.com](http://www.amengtest.com)**

Offices throughout Florida, Minnesota, South Dakota & Wisconsin  
AN AFFIRMATIVE ACTION AND EQUAL OPPORTUNITY EMPLOYER

SCAN1654\_000.max

Mr. Ross W. Turner, P.E.  
January 15, 2008  
AET Proposal No. 09-00173  
Page 2 of 6

There is a wetland about 150 feet south of the existing building. You stated that it appears that the water level in this wetland as of fall 2007 was below normal.

### **Available Geotechnical and Environmental Information**

You said that the City has a previous geotechnical report for this site; we ask that you please send us a copy of this report on the date you give us authorization to proceed.

### **Field Exploration**

On the site plan with your RFP of January 10, 2008, you specified that we are to drill 10 borings, to depths of 20 to 30 feet. We will drill two of the borings in the basement area to a depth of 30 feet, and the remaining eight borings to a depth of 20 feet (220 linear feet of drilling). In order that we can lay out the borings by measuring from existing site features, we ask you send us a scaled plan and/or the site survey overlaid with the new building footprint. We ask that you give us the identification of a benchmark on the site that you would like us to use, along with the benchmark elevation, to shoot surface elevations at the borings.

We will drill the borings with hollow stem augers and sample by the split-barrel method (ASTM: D 1586). Our crew will keep field logs noting the methods of drilling and sampling, along with the Standard Penetration values (N-values, "blows per foot"), preliminary soil classifications, and observed groundwater levels. Representative portions of the recovered soil samples will be sealed in jars to reduce moisture loss, and submitted to our laboratory for examination, testing, and final classification by a Geotechnical Engineer.

The Minnesota Department of Health (MDH) has promulgated regulations regarding special methods of backfilling geotechnical boreholes, for environmental considerations. It is our interpretation of these regulations that boreholes drilled to a depth of only 25 feet should not require this special backfill, and that borings drilled deeper than 30 feet do require this special backfill. Thus, the two 30-foot deep borings would require this special MDH backfill, and the fees for this are given later in this proposal.

If snow accumulation greater than 6 inches occurs before we can complete the field exploration, it may be necessary to plow snow to gain access to the borings. We have not made an allowance for snow plowing in our estimate of fees. We request that the City provide snow removal if it is needed. Alternatively, we can provide snow plowing at a fee in addition to that quoted for the geotechnical exploration, given later in this proposal.

## **Option - Piezometers**

Because of the presence of the wetland just to the south of the existing building, we recommend that you authorize us to install two piezometers to permit long-term monitoring of the groundwater table. If we encounter cohesive or semi-cohesive soils, an extended period of time, on the order of days or weeks, would be required for the groundwater table to reach equilibrium, and we must backfill the boreholes on completion of the drilling. Further, groundwater tables in the winter are generally lower than normal due to the absence of precipitation and infiltration; the groundwater tables normally rise into the spring and summer. Thus, placement of piezometers would allow reading of the groundwater table into the spring of 2008 to better define the water elevations. The fees for this are given later in this proposal.

## **Laboratory Testing**

We will initiate the laboratory testing by assessing each of the recovered soil samples for the major and minor soil types, color, and degree of saturation. We intent to perform moisture content tests and unconfined compressive strength (by hand penetrometer) on selected samples of recovered cohesive soils.

You have specified that we are to perform tests to help assess the potential soil corrosivity. For this, we plan to select three samples and perform pH and resistivity tests.

You indicated that we are to perform gradation tests if required. Later in this proposal we present the fees for these tests as an option.

If we find soil samples that require special testing, such as Atterberg Limits, organic content, or consolidation, we would contact you to discuss a modification in the scope of services and receive your authorization before proceeding.

## **Geotechnical Report**

We will submit six copies of the geotechnical report; as specified in the RFP; five of these copies will be bound and one will be unbound. We will also submit one copy of the report in a PDF format.

In our report, we will describe the soil and groundwater conditions that we encounter, and present recommendations for feasible methods of foundation and earthwork design and construction. We will discuss site preparation to include stripping of topsoil, vegetation, and unsuitable soils that may be found, and placement of compacted fill as needed to form a building pad. Assuming that the new structure can be prepared for the use of conventional spread footing foundations, we would give an allowable design bearing pressure and estimated settlements.

Mr. Ross W. Turner, P.E.  
January 15, 2008  
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We will comment on the need to step-down footings of the new building adjacent to the basement of the existing structure, and adjacent to the new basement. We will give recommendations for placement of a perimeter drain around the outside of the new basement, and the use of free-draining granular backfill. We will give recommended values for lateral earth pressures, for the active case, the at-rest case, and the passive case. We will also discuss the application of a surcharge lateral load on the walls due to floor loads on the portions of the new building adjacent to the basements.

We will discuss preparation of the subgrade for exterior slabs, reviewing if the soils we encounter are frost susceptible. If we find frost susceptible soils, we will give recommendations for subcutting these soils and placing non-frost susceptible (NFS) granular fill under the exterior slabs. The purpose of this is to reduce the potential for exterior slabs to heave each winter when the subgrade soils freeze.

We will discuss preparation of the subgrade for the new pavement areas and give a recommended Stabilometer value (R-value). Based on the traffic pattern you define for us, along with the Owner's desired pavement life, we will present recommendations for a bituminous pavement section.

Our report will conclude with a discussion of construction considerations related to foundations and earthwork for the project.

## **Schedule**

On the day you give us authorization to proceed, we will contact Gopher State One Call. We anticipate mobilizing a drill rig within five days of receiving your authorization, and we estimate that the drilling would take two days. We will submit preliminary boring logs to you within five days of completing the drilling, after which we will contact you to discuss the soil conditions, and then prepare the geotechnical report.

## **Fees**

Based on the scopes of services outlined above, we will charge the following fees for this project.

- Contact Gopher State One Call, complete boring layout, and coordinate drill crew, by AET Project Manager \$ 200
- Mobilization/demobilization, drilling and sampling of 10 borings with 220 linear feet of drilling \$3,790
- MDH borehole backfill in 30-foot deep borings 60 linear feet x \$3.00/linear foot \$ 180

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• Laboratory testing and preparation of boring logs	
a. Routine laboratory testing and preparation of boring logs	\$ 300
b. Special testing – Three pH/resistivity tests x \$75.00/hour	\$ 225
• Preparation of geotechnical report	\$ 700
	<b>TOTAL:</b>
	<b><u>\$5,395</u></b>
• Optional Services	
1. Install piezometers in two borings	\$ 790
2. Monthly piezometer reading by AET Technician	\$300.00/reading
3. Laboratory washed grain size analyses	\$100.00/test

If additional borings or deeper borings are needed, or if engineering and testing are requested beyond that required for preparation of the report (i.e., post-report consultation, report revision due to changes in building design or location, specification review, pre-bid or pre-construction meetings), the increase of our fees will be in accordance with the unit prices shown on the enclosed fee schedule.

### **Environmental Concerns**

We have prepared this proposal to drill and sample the soils to assess their structural capabilities for support of buildings. This proposal does not cover environmental testing of the soils or groundwater, and it does not include drilling under environmental protocol (i.e., steam cleaning the drill rig, tools, and samplers in order to avoid cross-contamination between borings and samples). In the RFP, you indicated that if we detect evidence of contamination or hazardous materials, we are to contact you. Our drill crew will note if they detect unusual coloring or staining of the soils, or if they detect unusual odors. However, there are contaminants that cannot be detected by visual or olfactory means.

We ask that you please advise us if a Phase II Environmental Site Assessment has been recommended and completed for this site. If you wish us to prepare a separate proposal for environmental testing of the soil and groundwater, please contact us.

### **Terms**

Our services will be performed per the attached two-page “Service Agreement,” along with the “Subsurface Boring Supplement.”

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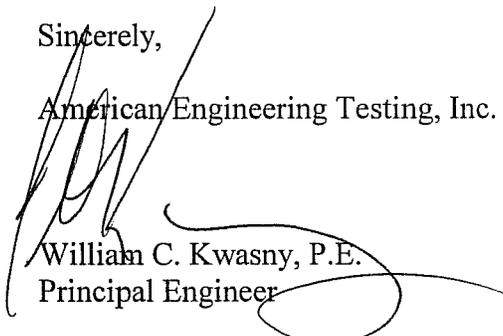
**Acceptance**

Please indicate your acceptance of this proposal by endorsing the enclosed copy and returning it to us. The original proposal is intended for your records.

If you have questions regarding this proposal, please contact us.

Sincerely,

American Engineering Testing, Inc.



William C. Kwasny, P.E.  
Principal Engineer

Attachments: Fee Schedule  
Service Agreement  
Subsurface Boring Supplement

**PROPOSAL ACCEPTANCE BY:**

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Company: \_\_\_\_\_

Date: \_\_\_\_\_

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**2007 GEOTECHNICAL FEE SCHEDULE**

<b>I. Engineering/Technical Personnel Rates</b>	
A. Word Processing Specialist	53.00/hr
B. Drill Technician/Lab Technician	78.00/hr
C. Senior Engineering Technician	83.00/hr
D. Engineering Assistant	93.00/hr
E. Engineer I/Geologist I	99.00/hr
F. Engineer II/Geologist II	114.00/hr
G. Senior Engineer/Geologist	126.00/hr
H. Principal Engineer/Geologist	151.00/hr
<b>II. Vehicle Mileage</b>	
A. Personal Automobile/Truck	0.60/mile
B. Auxiliary Truck	0.80/mile
C. 1-ton Truck with Drill Rig	1.00/mile
D. 1-1/2 to 2-1/2-ton Truck with Drill Rig	1.15/mile
E. CPT Truck Rig (20-ton push capacity)	1.30/mile
F. Tractor/Lowboy Trailer	1.50/mile
<b>III. Site Exploration Equipment Rental</b>	
A. Drill Rig Rental	
1. Rotary Drill on 1-ton Truck	57.00/hr
2. Rotary Drill on 12 to 22-ton Truck	67.00/hr
3. Rotary Drill on All-Terrain Vehicle	97.00/hr
4. Portable, Non-rotary Rig	67.00/hr
B. Auxiliary Vehicle Rental	14.50/hr
C. Cone (CPT) Rig/Equipment Rental	
1. CPT Truck Rig (20-ton push capacity)	120.00/hr
2. All-Terrain Rig (10-ton push capacity)	97.00/hr
3. Electronic Cone w/Computer	35.00/hr
4. Soil Sampler	3.00/hr
5. Water Sampler	20.00/hr
D. Geotechnical Equipment Rental	
1. Field Vane Shear	280.00/day
2. Inclinator Reading Equipment	290.00/day
3. Pneumatic Transducer Reading Equipment (pore pressure, settlement or earth pressure)	145.00/day
4. Bore Hole Permeability	
a. Open End Casing Method	105.00/day
b. HQ Wireline Packer	280.00/day
5. Borehole Pressuremeter	48.00/hr
6. Iowa Borehole Shear Tester	300.00/day
7. Double Ring Infiltrometer	225.00/day
8. GPS Mapping System Equipment	13.00/hr
9. Pile Driving Analyzer (PDA)	650.00/day
10. Auxiliary PDA Equipment	
a. Generator	39.00/day
b. Calibrated SPT Rod	165.00/day
E. Piezometer Installation	
1. Materials	11.00/ln. ft
2. Installation by drill crew	285.00/hr
F. Bit Wear	
1. Diamond Bit - Sedimentary Rock	
a) B, NQ	10.00/foot
b) HQ	12.00/foot
2. Diamond Bit - Metamorphic & Igneous	
a) B, NQ	17.00/foot
b) HQ	20.00/foot

<b>IV. Laboratory Tests of Soil</b>	
A. Water Content	13.00/test
B. Dry Density (includes water content)	48.00/test
C. Atterberg Limits (ASTM:D4318)	
1. Plasticity Index	100.00/test
2. Liquid Limit or Plastic Limit Separately	75.00/test
D. Shrinkage Limit (ASTM:D427)	95.00/test
E. Sieve Analysis (includes -#200)	85.00/test
F. Hydrometer Analysis (sieve included)	225.00/test
G. Specific Gravity (ASTM:D854)	
1. Mineral Soil	115.00/test
2. Organic Soil	130.00/test
H. Hand Penetrometer/Torvane	10.00/test
I. Unconfined Compression	72.00/test
J. Consolidation - Primary Consolidation Curve up to 32 tsf (ASTM:D2435)	quoted per job
K. Direct Shear Test	quoted per job
L. Triaxial Compression Test	quoted per job
M. Permeability Tests	quoted per job
N. Tests of Expansive Soils	120.00/test
O. Electric Resistivity	80.00/test
P. Organic Content of Soil	70.00/test
Q. Topsoil Borrow Test (Mn/DOT 3877)	320.00/test
R. R-value (Hveem Stabilometer)	340.00/test
S. California Bearing Ratio	
1. Granular	550.00/test
2. Cohesive	620.00/test
T. Proctor Tests	
1. Standard	115.00/test
2. Modified	130.00/test

<b>V. Expenses</b>	
A. Direct Project Expenses: includes out-of-town per diem; plowing & towing; special materials & supplies; special travel, transportation & freight; subcontracted services, and miscellaneous costs	Cost + 15%
B. Equipment Replacement (when abandonment is more feasible than recovery)	Cost
C. Equipment Recovery (when required by regulatory agencies or project specifications)	Cost + 15%

The rates presented are portal-to-portal with vehicle mileage, expenses and equipment rentals being additional.

Overtime for personnel charged at above cost plus 25% for over 8 hours per day or Saturday; and at above cost plus 50% for Sundays or Holidays. Hazardous work charged at an additional 25%. Night time shift work will include a premium charge of \$30.00 per person per shift.

**SECTION 1 - RESPONSIBILITIES**

**1.1** - The party to whom the proposal/contract is addressed is considered the Client of American Engineering Testing, Inc. (AET). The terms and conditions stated are binding, upon acceptance, on the Client, its successors, assignees, joint ventures and third-party beneficiaries. **Oral proposal acceptance or authorizing purchase orders from the Client are considered formal acceptance of AET's terms and conditions.**

**1.2** - Prior to AET performing work, Client will provide AET with all information that may affect the cost, progress, safety and performance of the work. This includes, but is not limited to, information on proposed and existing construction, all pertinent sections of contracts between Client and property owner, site safety plans or other documents which may control or affect AET's work. If new information becomes available during AET's work, Client will provide such information to AET in a timely manner. Failure of client to timely notify AET of changes to the project including, but not limited to, location, elevation, loading, or configuration of the structure or improvement will constitute a release of any liability of AET. Client will provide a representative for timely answers to project-related questions by AET.

**1.3** - Work by AET will not relieve other persons of their responsibility to perform work according to the contract documents or specifications, and AET will not be held responsible for work or omissions by Client and other persons. AET does not perform construction management, general contracting or surveying services and our presence on site does not constitute any assumption of those responsibilities. AET will not be responsible for directing or supervising the work of others, unless specifically authorized and agreed to in writing.

**1.4** - Work by AET often includes sampling at specific locations. Inherent with such sampling is variation of conditions between sampling locations. Client recognizes this uncertainty and the associated risk, and acknowledges that opinions developed by AET, based on the samples, are qualified to that extent.

**1.5** - AET is not responsible for interpretations or modifications of AET's recommendations by other persons.

**1.6** - Should changed conditions be alleged, Client agrees to notify AET before evidence of alleged change is no longer accessible for evaluation.

**SECTION 2 - SITE ACCESS AND RESTORATION**

**2.1** - Client will furnish AET safe and legal site access.

**2.2** - It is understood by Client that in the normal course of the work, some damage to the site or materials may occur. AET will take reasonable precautions to minimize such damage. Restoration of the site is the responsibility of the Client.

**SECTION 3 - SAFETY**

**3.1** - Client shall inform AET of any known or suspected hazardous materials or unsafe conditions at the work site. If, during the course of AET's work, such materials or conditions are discovered, AET reserves the right to take measures to protect AET personnel and equipment or to immediately terminate services. Client shall be responsible for payment of such additional protection costs.

**3.2** - AET shall only be responsible for safety of AET employees at the work site. The Client or other persons shall be responsible for the safety of all other persons at the site.

**SECTION 4 - SAMPLES**

**4.1** - Client is responsible for informing AET of any known or suspected hazardous materials prior to submittal to AET. All samples obtained by, or submitted to, AET remain the property of the Client during and after the work. Any known or suspected hazardous material samples will be returned to the Client at AET's discretion.

**4.2** - Non-hazardous samples will be held for 30 days and then discarded unless, within 30 days' of the report date, the Client provides a written request that AET store or ship the samples, at the Client's expense.

**SECTION 5 - PROJECT RECORDS**

The original project records prepared by AET will remain the property of AET. AET shall retain these original records for a period of three years following submission of the report, during which period the project records can be made available to Client at AET's office at reasonable times.

**SECTION 6 - STANDARD OF CARE**

AET will perform services consistent with the level of care and skill normally performed by other firms in the profession at the time of this service and in this geographic area, under similar budgetary constraints. No other warranty is implied or intended.

**SECTION 7 - INSURANCE**

AET carries Worker's Compensation, Comprehensive General Liability, Automobile Liability and Professional Liability insurance. AET will furnish certificates of insurance to Client upon request.

**SECTION 8 - DELAYS**

If AET work delays are caused by Client, work of others, strikes, natural causes, weather, or other items beyond AET's control, a reasonable time extension for performance of work shall be granted, and AET shall receive an equitable fee adjustment.

**SECTION 9 - PAYMENT, INTEREST AND BREACH**

**9.1** - Invoices are due on receipt. Client will inform AET of invoice questions or disagreements within 15 days of invoice date; unless so informed, invoices are deemed correct.

**9.2** - Client agrees to pay interest on unpaid invoice balances at a rate of 1.5% per month, or the maximum allowed by law, whichever is less, beginning 30 days after invoice date.

**9.3** - If any invoice remains unpaid for 60 days, such non-payment shall be a material breach of this agreement. As a result of such material breach, AET may, at its sole option, terminate all duties to the Client or other persons, without liability.

**9.4** - Client will pay all AET collection expenses and attorney fees relating to past due fees which the Client owes under this agreement.

**SECTION 10 - MEDIATION**

**10.1** - Client and AET agree that any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to arbitration or the institution of legal or equitable proceedings by either party.

**10.2** - Unless Client and AET mutually agree otherwise, mediation shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association. Request for mediation shall be in writing and the parties shall share the mediator's fee and any filing fees equitably. The mediator shall be acceptable to both parties and shall have experience in commercial construction matters.

**SECTION 11 - LITIGATION REIMBURSEMENT**

Payment of AET costs for Client lawsuits against AET which are dismissed or are judged substantially in AET's favor will be the Client's responsibility. Applicable costs include, but are not limited to, attorney and expert witness fees, court costs, and AET costs.

**SECTION 12 - MUTUAL INDEMNIFICATION**

**12.1** - AET agrees to hold harmless and indemnify Client from and against liability arising out of AET's negligent performance of the work, subject to Section 13 and any other limitations, other indemnifications or other provisions Client and AET have agreed to in writing.

**12.2** - Client agrees to hold harmless and indemnify AET from and against liability arising out of Client's negligent conduct, subject to any limitations, other indemnifications or other provisions Client and AET have agreed to in writing.

**12.3** - If Client has indemnity agreement with other persons, the Client shall include AET as a beneficiary.

**SECTION 13 - LIMITATION OF LIABILITY**

Client agrees to limit AET's liability to Client arising from negligent acts, errors or omissions, such that the total liability of AET shall not exceed \$50,000, or shall not exceed the project fees, whichever is greater.

**SECTION 14 - TERMINATION**

After 7 days written notice, either party may elect to terminate work for justifiable reasons. In this event, the Client shall pay for all work performed, including demobilization and reporting costs to complete the file.

**SECTION 15 - SEVERABILITY**

Any provisions of this agreement later held to violate a law or regulation shall be deemed void, and all remaining provisions shall continue in force. However, Client and AET will in good faith attempt to replace an invalid or unenforceable provision with one that is valid and enforceable, and which comes as close as possible to expressing the intent of the original provision.

**SECTION 16 - GOVERNING LAW**

This Agreement shall be construed, and the rights of the parties shall be determined, in accordance with the Laws of the State of Minnesota.

**SECTION 17 - ENTIRE AGREEMENT**

This agreement, including attached appendices, is the entire agreement between AET and Client. This agreement nullifies any previous written or oral agreements, including purchase/work orders. Any modifications to this agreement must be in writing.

**SECTION 1 - UNDERGROUND UTILITY AND STRUCTURE CLEARANCE**

**1.1** - It is necessary that borings, excavations and other penetrations be located such that they maintain a minimum safe distance from underground utilities or other man-made objects. Client shall advise AET of all utilities that service or are located on the site, as well as any underground improvements located on the site. AET will contact state notification centers, where available, or individual utility owners where a state notification center is not available prior to drilling.

**1.2** - Public utility owners may not provide the locating service on private property. In such situations, the Client is responsible for location of such utilities prior to drilling.

**1.3** - The property owner may have private underground improvements which cannot be cleared through the state notification center or public utility owners. The Client is responsible for location of these improvements.

**1.4** - AET will not be responsible for any damages to "non-located" or incorrectly located underground utilities or other man-made improvements.

**SECTION 2 - SITE RESTORATION**

**2.1** - Client accepts that in the normal course of field exploration work, certain types of damage to the site may occur which are inherent with this type of work, such as tire indentations to lawns and landscape areas. It is the responsibility of AET to take reasonable precautions to minimize such damage. It is also AET's responsibility to patch boreholes placed through pavement or slab areas after performance of borings. Otherwise, restoration of the site is the responsibility of the client.

**SECTION 3 - CONTAMINATION**

**3.1** - Client acknowledges and accepts that unavoidable contamination risks may be associated with AET's subsurface drilling, sampling and installation of monitoring devices. Risks include, but are not limited to, cross contamination created by linking contaminated zones to uncontaminated zones during the drilling process; containment and proper disposal of known or suspected hazardous materials, drill cuttings and drill fluids; and decontamination of equipment and disposal and replacement of contaminated consumables. Client and AET agree that the discovery of unanticipated actual or suspected hazardous materials may make it necessary for AET to take immediate measures, including regulatory notification, to protect human health and safety, and/or the environment. Client and AET also agree that the discovery of such materials constitutes a changed condition which may result in added costs to the Client, and may require a renegotiation of work scope or termination of services.

**3.2** - Pursuant to risks set forth in Section 3.1, which are inherent with AET's work performed on the Client's behalf, Client agrees to hold harmless and indemnify AET from and against liability associated with contamination resulting therefrom.

**SECTION 4 - LOST EQUIPMENT**

Equipment lost in bore holes may be required to be retrieved or properly abandoned by government agencies. Client agrees to pay AET all costs related to retrieving and/or abandoning such equipment at AET fee schedule rates, unless agreed otherwise.

**SECTION 5 - LIMITATIONS OF SUBSURFACE EXPLORATION**

Client recognizes that unavoidable risks occur whenever engineering or related disciplines are applied to identify subsurface conditions. Variations in soil conditions usually occur between and beyond sampled/tested locations. Even a comprehensive sampling and testing program performed in accordance with a professional standard of care may fail to detect certain conditions, because the variability of conditions cannot be seen. For similar reasons, actual environmental, geologic and geotechnical conditions that AET characterizes to exist between sampling points may differ significantly from those that actually exist. The passage of time also must be considered, and Client recognizes that, due to natural occurrences or direct or indirect human activities at the site or distant from it, actual conditions discovered may change. Client recognizes that nothing can be done to eliminate the risks associated with these limitations.



**Braun Intertec Corporation**  
21021 Heron Way  
Suite 101  
Lakeville, MN 55044

Phone: 952.469.3644  
Fax: 952.469.8599  
Web: braunintertec.com

January 15, 2008

Proposal LV-08-00206

Ross W. Turner, PE  
BKV Group  
222 North Second Street  
Minneapolis, MN 55401

Re: Proposal for a Geotechnical Evaluation  
Inver Grove Heights City Hall and Police Station Expansion  
8150 Barbara Avenue  
Inver Grove Heights, MN

Dear Mr. Turner:

We respectfully submit our proposal to complete a geotechnical evaluation for the addition to the Inver Grove Heights City Hall.

### **Description and Understanding of Project**

Per your letter of January 10, 2008, we understand the project will include an expansion of the existing city hall. Based on the soil boring drawing the expansion will almost double the existing city hall footprint. Based on the information provided the building addition will be two story with a partial basement. The addition will be masonry and steel construction.

### **Project Goals**

The goals of our geotechnical evaluation are to provide BKV group with soil and groundwater information to be used in design and construction of the proposed expansion.

### **Proposed Scope of Services**

The following tasks are proposed to help us meet our project goals. If unfavorable or unforeseen conditions are encountered at any point during the completion of these tasks that lead us to recommend an expanded scope of services, we will contact you to discuss those conditions before resuming our work.

### **Site Access, Staking and Utility Clearance**

Based on a review of on-line aerial photos, it appears that the majority of the borings can be accessed with a conventional truck-mounted drill rig.

We intend to stake prospective subsurface exploration locations and obtain surface elevations at those locations using GPS (Global Positioning System) technology. For purposes of linking the GPS data to an appropriate reference, we request that you provide us with CAD files indicating location/elevation references appropriate for this project, or give us contact information for the consultant that might have such information.

Depending on access requirements, ground conditions or potential utility conflicts, our field crew may alter the exploration locations from those proposed to facilitate accessibility.

Prior to drilling or excavating, we will contact Gopher State One Call and request they notify the appropriate utility vendors to mark and clear the exploration locations of public underground utilities. We request you or your authorized representative notify Braun Intertec immediately of the presence and location of any underground objects or private utilities that are not the responsibility of public agencies. Braun Intertec will take reasonable precautions to avoid underground objects. In authorizing this contract, you agree to waive any claims against Braun Intertec and will indemnify and hold Braun Intertec harmless for any claims or liability due to the injury or loss allegedly arising from our damaging of underground objects that were not called to our attention prior to the beginning of work.

### **Penetration Test Borings**

We will drill 10 standard penetration test borings for the exploration, extending them to a depth of 25 feet. Penetration tests will be performed at 2 1/2-foot vertical intervals to a depth of about 15 feet, and at 5-foot intervals at greater depths.

If groundwater is encountered in the boreholes, the depth where it is observed will be recorded on the boring logs.

If existing fill, organic materials or other structurally unfavorable soils have not been penetrated above the intended boring termination depths, we will extend the borings to obtain at least five feet of penetration into more competent materials at greater depths. The additional information will help us evaluate such issues as excavation depth, consolidation settlement, and foundation alternatives, among others. If deeper borings (or additional borings) are needed, we will contact you prior to increasing our total estimated drilled footage and submit a Change Order summarizing the anticipated additional effort, and the associated cost, for your review and authorization.

### **Borehole Abandonment**

Minnesota Well Code requires us to seal any boring or core that encounters groundwater and is either greater than 25 feet deep, or penetrates a confining layer. We currently do not anticipate having to seal any of the borings.

### **Sample Review and Laboratory Testing**

Samples will be returned to our laboratory where they will be visually classified and logged by a geotechnical engineer. To help classify the materials encountered and estimate their engineering properties, we have budgeted to perform 10 moisture content tests, 5 mechanical analyses (through a #200 sieve only), 2 density tests, and 1 pH determination.

### **Reporting**

Data obtained from the borings and laboratory tests will be used to evaluate the subsurface profile and groundwater conditions perform engineering analyses related to structure design and performance, and prepare a report including:

- A CAD sketch showing the project components and limits, as well as exploration locations.
- Logs of the borings describing the materials encountered and presenting the results of our groundwater measurements and laboratory tests.
- A summary of the subsurface profile and groundwater conditions.
- Discussions identifying the site conditions that will impact structure design and performance, qualifying the nature of their impact, and outlining alternatives for mitigating their impact.

- Discussions regarding the reuse of on-site materials during construction, and of the impact of groundwater on construction.
- Recommendations for preparing structure subgrades, including excavation support if applicable, and the selection, placement and compaction of excavation backfill and other structural fill.
- Recommendations for the design of foundations, below grade walls and slabs.

One original report and six copies of our report will be submitted to you. At your request, however, additional copies can be prepared for other project team members. If you anticipate that additional copies will be needed, please request them prior to the report being completed and forwarded to you so that we can prepare a copy list for the recipients and broadcast the additional reports expediently.

### **Additional Services**

If an all-terrain drill rig is needed for site access due to the discovery of unfavorable terrain or changed conditions, an additional charge of \$35 per hour will apply.

If borings need to be extended beyond their intended termination depths, we will charge an additional \$13 per lineal foot beyond the originally intended termination depth.

Additional site mobilizations will be charged at \$250 per day.

### **Estimated Cost and Invoicing**

We will furnish the services described in this proposal for a lump sum fee of \$5,650. We would be happy to meet with you and discuss our proposed scope of services further, clarifying the various scope components, or discussing how the scope may be adjusted to meet your project requirements.

Our work may extend over several invoicing periods. As such, for work that is performed during the course of each invoicing period, we will submit partial progress invoices. All invoices, in accordance with the attached General Conditions, are payable on receipt.

### **Schedule**

We anticipate that the field exploration can begin within approximately 2 weeks of authorization; the field exploration will take 2 days to complete. Sample classification and laboratory testing will likely take an additional 3 days. We will pass along what results we have, however, as they are obtained and reviewed. We anticipate we can submit our final report approximately 4 weeks after written authorization to proceed.

### **General Remarks**

Braun Intertec appreciates the opportunity to present this Proposal to you. We are providing it in duplicate so the original can be retained for your records and the ***copy can be signed and returned to us. Please return the copy in its entirety.***

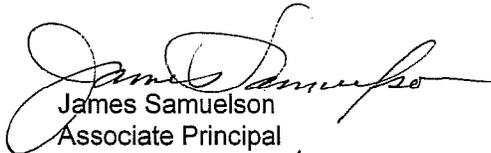
The proposed fee is based on the scope of services described and the assumptions that our services will be authorized within 30 days and that others will not significantly delay us beyond our proposed schedule.

We include the Braun Intertec General Conditions, which provide additional terms and are a part of our agreement.

To have questions answered or schedule a time to meet and discuss our approach to this project further, please call Ray Huber at 952.995.2260 or Jim Samuelson at 952.469.3644.

Sincerely,

BRAUN INTERTEC CORPORATION



James Samuelson  
Associate Principal



Ray Huber, PE  
Vice President

Attachment:  
General Conditions (6/15/06)

The Proposal including the Braun Intertec General Conditions is accepted, and you are authorized to proceed.

---

**Authorizer's Firm**

---

**Authorizer's Signature**

---

**Authorizer's Name (please print or type)**

---

**Authorizer's Title**

---

**Date**

Geoproposal

Our agreement ("Agreement") with you consists of these General Conditions and the accompanying written proposal or authorization.

## Section 1: Our Responsibilities

1.1 We will provide the services specifically described in our Agreement with you. You agree that we are not responsible for services that are not fairly included in our specific undertaking. Unless otherwise agreed in writing, our findings, opinions, and recommendations will be provided to you in writing. You agree not to rely on oral findings, opinions, or recommendations without our written approval.

1.2 In performing our professional services, we will use that degree of care and skill ordinarily exercised under similar circumstances by reputable members of our profession practicing in the same locality. If you direct us to deviate from our recommended procedures, you agree to hold us harmless from claims, damages, and expenses arising out of your direction.

1.3 We will reference our field observations and sampling to available reference points, but we will not survey, set, or check the accuracy of those points unless we accept that duty in writing. Locations of field observations or sampling described in our report or shown on our sketches are based on information provided by others or estimates made by our personnel. You agree that such dimensions, depths, or elevations are approximations unless specifically stated otherwise in the report. You accept the inherent risk that samples or observations may not be representative of things not sampled or seen and, further, that site conditions may change over time.

1.4 Our duties do not include supervising your contractors or commenting on, overseeing, or providing the means and methods of their work, unless we accept such duties in writing. We will not be responsible for the failure of your contractors to perform in accordance with their undertakings, and the providing of our services will not relieve others of their responsibilities to you or to others.

1.5 We will provide a health and safety program for our employees, but we will not be responsible for contractor, job, or site health or safety unless we accept that duty in writing.

1.6 You will provide, at no cost to us, appropriate site safety measures as to work areas to be observed or inspected by us. Our

employees are authorized by you to refuse to work under conditions that may be unsafe.

1.7 Estimates of our fees or other project costs will be based on information available to us and on our experience and knowledge. Such estimates are an exercise of our professional judgment and are not guaranteed or warranted. Actual costs may vary. You should allow a contingency in addition to estimated costs.

## Section 2: Your Responsibilities

2.1 You will provide us with prior geotechnical and other reports, specifications, plans, and information to which you have access about the site. You agree to provide us with all plans, changes in plans, and new information as to site conditions until we have completed our work.

2.2 You will provide access to the site. In the course of our work some site damage is normal even when due care is exercised. We will use reasonable care to minimize damage to the site. We have not included the cost of restoration of normal damage in the estimated charges.

2.3 You agree to provide us, in a timely manner, with information that you have regarding buried objects at the site. We will not be responsible for locating buried objects at the site unless we accept that duty in writing. You agree to hold us harmless from claims, damages, losses, and related expenses involving buried objects of which you had knowledge but did not timely call to our attention or correctly show on the plans you or others on your behalf furnished to us.

2.4 You will notify us of any knowledge or suspicion of the presence of hazardous or dangerous materials in a sample provided to us. You agree to provide us with information in your possession or control relating to contamination at the work site. If we observe or suspect the presence of contaminants not anticipated in our Agreement, we may terminate our work without liability to you or to others, and we will be paid for the services we have provided.

2.5 Neither this Agreement nor the providing of services will operate to make us an owner, operator, generator, transporter, treater, storer, or a disposal facility within the meaning of the Resource Conservation Recovery Act, as amended, or within the meaning of any other law governing the handling, treatment, storage, or disposal of hazardous materials. You agree to hold us harmless and indemnify us from any such claim or loss.

2.6 Monitoring wells are your property, and you are responsible for their permitting, maintenance, and abandonment unless we accept that duty in writing.

2.7 You agree to make disclosures required by law. In the event you do not own the site, you acknowledge that it is your duty to inform the owner of the discovery or release of contaminants at the site. You agree to hold us harmless and indemnify us from claims related to disclosures made by us that are required by law and from claims related to the informing or failure to inform the site owner of the discovery of contaminants.

## Section 3: Reports and Records

3.1 We will furnish reports to you in duplicate. We will retain analytical data for seven years and financial data for three years.

3.2 Our reports, notes, calculations, and other documents and our computer software and data are instruments of our service to you, and they remain our property but are subject to a license to you for your use in the related project for the purposes disclosed to us. You may not transfer our reports to others or use them for a purpose for which they were not prepared without our written approval, which will not be unreasonably withheld. You agree to indemnify and hold us harmless from claims, damages, losses, and expenses, including attorney fees, arising out of such a transfer or use. At your request, we will provide endorsements of our reports or letters of reliance, but only if the recipients agree to be bound by the terms of our agreement with you and only if we are paid the administrative fee stated in our then current Schedule of Charges.

3.3 Because electronic documents may be modified intentionally or inadvertently, you agree that we will not be liable for damages resulting from change in an electronic document occurring after we transmit it to you. In case of any difference or ambiguity between an electronic and a paper document, the paper document shall govern.

3.4 If you do not pay for our services in full as agreed, we may retain work not yet delivered to you and you agree to return to us all of our work that is in your possession or under your control. You agree not to use or rely upon our work for any purpose whatsoever until it is paid for in full.

**PROPOSAL TO PROVIDE  
GEOTECHNICAL SERVICES**



For the:  
**Proposed Expansion Inver Grove Heights  
City Hall and Police Station**

Prepared for:  
**Mr. Ross Turner  
Senior Structural Engineer  
BKV Group, Inc.  
222 North Second Street  
Minneapolis, MN 55401**

Prepared by:  
**PROFESSIONAL SERVICE INDUSTRIES, INC.  
2147 UNIVERSITY AVENUE, WEST  
SUITE 205  
ST. PAUL, MINNESOTA 55114**

**PSI PROPOSAL NO.: PO-675-850003  
January 15, 2008**

January 15, 2008

Mr. Ross Turner  
Senior Structural Engineer  
BKV Group, Inc.  
222 North Second Street  
Minneapolis, MN 55401

Re: Proposal for Geotechnical Exploration:  
Proposed Expansion Inver Grove Heights City Hall and Police Station  
Inver Grove Heights, MN  
PSI Proposal No.: PO-675-850003

Dear Mr. Turner:

Thank you for giving PSI this opportunity to propose our services to you. Professional Service Industries, Inc. (PSI) is submitting this proposal to conduct a geotechnical exploration at the above referenced project. Presented below is a review of furnished project information, along with PSI's proposed scope of services, schedule and fee information.

### **PROJECT UNDERSTANDING**

PSI understands that the project consists of constructing an expansion to the existing Inver Grove Heights City Hall and Police Station in Inver Grove Heights, Minnesota. The expansion will include new additions off the north, east and west and southwest sides of the existing building. The southwest portion of the addition will contain a basement level. The remaining expansion areas will be slab on grade. The additions will consist of a two-story office building. PSI anticipates that the additions will be supported by conventional continuous wall and column footings. Building construction will consist of exterior load bearing masonry walls and interior steel columns supporting a steel joist and metal deck roof system. PSI understands the maximum wall and column loads being on the order of 2 kips to 3 kips per lineal foot and 100 kips to 150 kips, respectively. Additional site work will include the construction for parking lots and driveways surrounding the structure.

Final finished floor elevations are not known at this time, however, PSI anticipates that the first floor elevation of the expansion areas will match the existing building floor elevation and no major cuts or fills will be required.

Should any of the above information be inconsistent with the planned construction, PSI requests that you contact us immediately to allow us to make any necessary modifications to this proposal.

## **SCOPE OF SERVICES**

Based upon your request and PSI's current understanding of the project, we have outlined below a scope of services to provide a geotechnical study for the primary purpose of developing geotechnical design criteria for support of foundations, floor slabs and pavements for the planned project.

As requested, PSI proposes to drill a total of 10 test borings within the expansion areas. Four of the borings will be located within the propose basement area. These borings will be drilled to a depth of 25 feet below existing site grade, or auger refusal, whichever is shallower. The remaining six borings will be drilled to a depth of 20 feet.

The soil borings will be performed with a truck-mounted, rotary drill rig using conventional hollow stem augers to advance the boreholes. Representative soil samples will be obtained at 2.5-foot increments to 10 feet and below that depth every 5 feet employing split-barrel sampling procedures in general accordance with ASTM D-1586. Where cohesive soils are encountered, thin walled tube samples may be obtained in accordance with ASTM D-1587. Upon completion, the borings will be backfilled with excavated soil.

Representative soil samples obtained during the field exploration program will be returned to the laboratory for classification and a limited number of engineering properties tests. The nature and extent of this laboratory testing program will be dependent upon the subsurface conditions encountered during the field exploration program, however, will include testing of selected samples to evaluate the soils' moisture content, plasticity, grain size and relative strength characteristics.

The services proposed herein are conventional in nature and do not include any special services that may lessen the risk of conditions that can contribute to moisture, mold or other microbial contaminate amplification in buildings. You may be aware that mold is abundant throughout nature and is comprised of a wide variety of microscopic fungi. Due to its nature, the potential for mold infestations cannot be completely eliminated. However, PSI offers a wide array of professional Moisture, Waterproofing, Roofing and Indoor Air Quality/Mold Consulting services that can help minimize the likelihood of future occurrences. PSI is interested in discussing these service options with you to suit your specific needs and project objectives. If requested, PSI will submit a proposal for these additional services under a separate cover for your review and authorization.

## **REPORT**

At the conclusion of PSI's field and laboratory work, the data will be analyzed by one of our experienced geotechnical engineers and a report will be prepared. The report will include, at a minimum, the following:

- soil boring logs containing descriptions of the soil and groundwater conditions at the test boring locations;

- a summary of the laboratory test results which will include moisture contents and hand penetrometer values (where applicable) as they relate to the proposed site development;
- site preparation information including placement and compaction of structural fill, control of groundwater, and improvement of unstable soil;
- foundation design recommendations including foundation type, allowable bearing pressures, minimum foundation depths, estimated depths of suitable bearing soil, and estimated settlements;
- recommendations for design and construction of slabs on grade including modulus of subgrade reaction values;
- recommendations for design and construction of below grade walls including equivalent fluid pressures including at-rest, passive and active pressures, movement required to activate passive pressures, coefficient of friction for calculation of sliding resistance, and recommended drainage systems;
- pavement recommendations including asphalt and base course thickness for the proposed parking lot, recommended California bearing ratio and soil support values;
- IBC 2003 seismic site classification and values of site coefficients  $F_a$  and  $F_v$ ;
- information relating to other observed geotechnical conditions that could impact the proposed development.

Six copies of the report will be provided. The report will be addressed to BKV Group, Inc.

## **SCHEDULE**

PSI is prepared to initiate work on this project within five working days after receiving authorization to proceed. PSI is prepared to complete the exploration and have final results available within 20 working days after notice to proceed.

## **SPECIAL INSTRUCTIONS**

Your communication of any site development plans or previous geotechnical investigations to PSI is needed. Upon project start-up, PSI will contact you or your designated representative regarding this information and project scheduling.

Some damage to ground surface may result from the drilling operations near the work areas and along ingress/egress pathways. PSI will attempt to minimize such damage, but no restoration other than backfilling the soil test borings is included. Additionally, the soil spoils from performance of the test borings are planned to be left on site at the location of the boreholes performed. PSI has not included costs for disposal, removal or moving the cuttings from the borehole locations.

PSI will contact Gopher One for public utility clearance prior to the start of drilling activities. However, this service does not mark the locations of privately owned utilities. PSI's proposal is based on private utility lines and other subsurface appurtenances being located in the field by others prior to our mobilization.

## FEES

It is proposed that the fee for performance of the outlined scope of services be charged on a lump sum basis. Based on the scope of services outlined above, it is estimated that the total fee for geotechnical services will be \$5,800.00.

This estimated cost is based on the site being readily accessible to PSI's truck-mounted drilling equipment. If bulldozer or wrecker services are required to provide access pathways or mobility assistance to PSI's truck-mounted drill equipment, they will be charged at our direct cost plus 15 percent and will be in addition to the total estimated cost.

Boring, sampling and testing requirements are a function of the subsurface conditions encountered. This estimated cost is based on adequate bearing materials being encountered within the proposed boring depths. Should conditions be encountered which require deepening borings or additional investigation, PSI will notify you to discuss modifying the outlined scope of work. Additional work beyond the estimated fee will not be performed without your prior authorization.

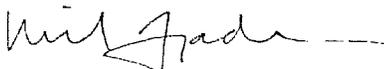
PSI is available to review earthwork and foundation related portions of project drawings and specifications, and to confer with the design team after submittal of our report. Such follow-up services are beyond the scope of this proposal, and would be invoiced on a unit rate basis in accordance with PSI's standard Fee Schedule, a copy of which is attached for your reference. PSI will obtain your specific authorization prior to providing any additional services.

## AUTHORIZATION

If this proposal is acceptable to you, PSI will perform the work in accordance with the attached General Conditions that are incorporated into and made a part of this proposal. Please sign below as notice to proceed and return one copy of this proposal intact to PSI's office. PSI will proceed with the work upon receipt of authorization.

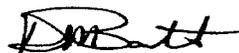
PSI appreciates the opportunity to offer our services to your project and look forward to working with you. Please call with any questions you may have, or if PSI can be of additional service.

Respectfully submitted,  
**PROFESSIONAL SERVICE INDUSTRIES, INC.**



for

Brandon J. Saeger, EIT  
Staff Engineer



David M. Barndt, P.E.  
Vice President

Attachments:        General Conditions

**PROPOSAL ACCEPTANCE:**

<b>AGREED TO, THIS</b> _____ <b>• DAY OF</b> _____ <b>, 2008.</b>
<b>BY (please print):</b> _____
<b>TITLE:</b> _____
<b>COMPANY:</b> _____
<b>SIGNATURE:</b> _____

**PROJECT INFORMATION:**

1. Project Name: \_\_\_\_\_
2. Project Location: \_\_\_\_\_
3. Your Job No: \_\_\_\_\_ Purchase Order No.: \_\_\_\_\_
4. Project Manager: \_\_\_\_\_ Telephone No.: \_\_\_\_\_
5. Site Contact: \_\_\_\_\_ Telephone No.: \_\_\_\_\_
6. Number and Distribution of Reports:  

( ) Copies To: _____	( ) Copies To: _____
_____	_____
_____	_____
Attn: _____	Attn: _____
( ) Copies To: _____	( ) Copies To: _____
_____	_____
_____	_____
Attn: _____	Attn: _____
7. Invoicing Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attn: \_\_\_\_\_
8. Other Pertinent Information Or Previous Subsurface Information Available:  
\_\_\_\_\_  
\_\_\_\_\_

## GENERAL CONDITIONS

**1. PARTIES AND SCOPE OF WORK:** Professional Service Industries Inc. (hereinafter referred to as "PSI") shall include said company or its particular division, subsidiary or affiliate performing the work. "Work" means the specific geotechnical, analytical, testing or other service to be performed by PSI as set forth in PSI's proposal, Client's acceptance thereof and these General Conditions. Additional work ordered by Client shall also be subject to these General Conditions. "Client" refers to the person or business entity ordering the work to be done by PSI. If Client is ordering the work on behalf of another, Client represents and warrants that it is the duly authorized agent of said party for the purpose of ordering and directing said work. Unless otherwise stated in writing, Client assumes sole responsibility for determining whether the quantity and the nature of the work ordered by the client is adequate and sufficient for Client's intended purpose. Client shall communicate these General Conditions to each and every third party to whom Client transmits any part of PSI's work. PSI shall have no duty or obligation to any third party greater than that set forth in PSI's proposal, Client's acceptance thereof and these General Conditions. The ordering of work from PSI, or the reliance on any of PSI's work, shall constitute acceptance of the terms of PSI's proposal and these General Conditions, regardless of the terms of any subsequently issued document.

**2. TESTS AND INSPECTIONS:** Client shall cause all tests and inspections of the site, materials and work performed by PSI or others to be timely and properly performed in accordance with the plans, specifications and contract documents and PSI's recommendations. No claims for loss, damage or injury shall be brought against PSI by Client or any third party unless all tests and inspections have been so performed and unless PSI's recommendations have been followed. Client agrees to indemnify, defend and hold PSI, its officers, employees and agents harmless from any and all claims, suits, losses, costs and expenses, including, but not limited to, court costs and reasonable attorney's fees in the event that all such tests and inspections are not so performed or PSI's recommendations are not so followed except to the extent that such failure is the result of the negligence, willful or wanton act or omission of PSI, its officers, agents or employees, subject to the limitation contained in paragraph 9.

**3. SCHEDULING OF WORK:** The services set forth in PSI's proposal and Client's acceptance will be accomplished in a timely, workmanlike and professional manner by PSI personnel at the prices quoted. If PSI is required to delay commencement of the work or if, upon embarking upon its work, PSI is required to stop or interrupt the progress of its work as a result of changes in the scope of the work requested by Client, to fulfill the requirements of third parties, interruptions in the progress of construction, or other causes beyond the direct reasonable control of PSI, additional charges will be applicable and payable by Client.

**4. ACCESS TO SITE:** Client will arrange and provide such access to the site as is necessary for PSI to perform the work. PSI shall take reasonable measures and precautions to minimize damage to the site and any improvements located thereon as the result of its work or the use of its equipment; however, PSI has not included in its fee the cost of restoration of damage which may occur. If Client desires or requires PSI to restore the site to its former condition, upon written request PSI will perform such additional work as is necessary to do so and Client agrees to pay to PSI for the cost.

**5. CLIENT'S DUTY TO NOTIFY ENGINEER:** Client represents and warrants that it has advised PSI of any known or suspected hazardous materials, utility lines and pollutants at any site at which PSI is to do work hereunder, and unless PSI has assumed in writing the responsibility of locating subsurface objects, structures, lines or conduits, Client agrees to defend, indemnify and save PSI harmless from all claims, suits, losses, costs and expenses, including reasonable attorney's fees as a result of personal injury, death or property damage occurring with respect to PSI's performance of its work and resulting to or caused by contact with subsurface or latent objects, structures, lines or conduits where the actual or potential presence and location thereof were not revealed to PSI by Client.

**6. RESPONSIBILITY:** PSI's work shall not include determining, supervising or implementing the means, methods, techniques, sequences or procedures of construction. PSI shall not be responsible for evaluating, reporting or affecting job conditions concerning health, safety or welfare. PSI's work or failure to perform same shall not in any way excuse any contractor, subcontractor or supplier from performance of its work in accordance with the contract documents. PSI has no right or duty to stop the contractor's work.

**7. SAMPLE DISPOSAL:** Unless otherwise agreed in writing, test specimens or samples will be disposed immediately upon completion of the test. All drilling samples or specimens will be disposed sixty (60) days after submission of PSI's report.

**8. PAYMENT:** Client shall be invoiced once each month for work performed during the preceding period. Client agrees to pay each invoice within thirty (30) days of its receipt. Client further agrees to pay interest on all amounts invoiced and not paid or objected to for valid cause in writing within said thirty (30) day period at the rate of eighteen (18) percent per annum (or the maximum interest rate permitted under applicable law), until paid. Client agrees to pay PSI's cost of collection of all amounts due and unpaid after sixty (60) days, including court costs and reasonable attorney's fees. PSI shall not be bound by any provision or agreement requiring or providing for arbitration of disputes or controversies arising out of this agreement, any provision wherein PSI waives any rights to a mechanics' lien, or any provision conditioning PSI's right to receive payment for its work upon payment to Client by any third party. These General Conditions are notice, where required, that PSI shall file a lien whenever necessary to collect past due amounts. Failure to make payment within 30 days of invoice shall constitute a release of PSI from any and all claims which Client may have, whether in tort, contract or otherwise, and whether known or unknown at the time.

**9. WARRANTY:** PSI'S SERVICES WILL BE PERFORMED, ITS FINDINGS OBTAINED AND ITS REPORTS PREPARED IN ACCORDANCE WITH ITS PROPOSAL, CLIENT'S ACCEPTANCE THEREOF, THESE GENERAL CONDITIONS, AND WITH GENERALLY ACCEPTED PRINCIPLES AND PRACTICES. IN PERFORMING ITS PROFESSIONAL SERVICES, PSI WILL USE THAT DEGREE OF CARE AND SKILL ORDINARILY EXERCISED UNDER SIMILAR CIRCUMSTANCES BY MEMBERS OF ITS PROFESSION. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES OR REPRESENTATIONS, EITHER EXPRESS OR IMPLIED. STATEMENTS MADE IN PSI REPORTS ARE OPINIONS BASED UPON ENGINEERING JUDGMENT AND ARE NOT TO BE CONSTRUED AS REPRESENTATIONS OF FACT.

SHOULD PSI OR ANY OF ITS PROFESSIONAL EMPLOYEES BE FOUND TO HAVE BEEN NEGLIGENT IN THE PERFORMANCE OF ITS WORK, OR TO HAVE MADE AND BREACHED ANY EXPRESS OR IMPLIED WARRANTY, REPRESENTATION OR CONTRACT, CLIENT, ALL PARTIES CLAIMING THROUGH CLIENT AND ALL PARTIES CLAIMING TO HAVE IN ANY WAY RELIED UPON PSI'S WORK AGREE THAT THE MAXIMUM AGGREGATE AMOUNT OF THE LIABILITY OF PSI, ITS OFFICERS, EMPLOYEES AND AGENTS SHALL BE LIMITED TO \$25,000.00 OR THE TOTAL AMOUNT OF THE FEE PAID TO PSI FOR ITS WORK PERFORMED WITH RESPECT TO THE PROJECT, WHICHEVER AMOUNT IS GREATER.

IN THE EVENT CLIENT IS UNWILLING OR UNABLE TO LIMIT PSI'S LIABILITY IN ACCORDANCE WITH THE PROVISIONS SET FORTH IN THIS PARAGRAPH, CLIENT MAY, UPON WRITTEN REQUEST OF CLIENT RECEIVED WITHIN FIVE DAYS OF CLIENT'S ACCEPTANCE HEREOF, INCREASE THE LIMIT OF PSI'S LIABILITY TO \$250,000.00 OR THE AMOUNT OF PSI'S FEE, WHICHEVER IS THE GREATER, BY AGREEING TO PAY PSI A SUM EQUIVALENT TO AN ADDITIONAL AMOUNT OF 5% OF THE TOTAL FEE TO BE CHARGED FOR PSI'S SERVICES. THIS CHARGE IS NOT TO BE CONSTRUED AS BEING A CHARGE FOR INSURANCE OF ANY TYPE, BUT IS INCREASED CONSIDERATION FOR THE GREATER LIABILITY INVOLVED. IN ANY EVENT, ATTORNEY'S FEES EXPENDED BY PSI IN CONNECTION WITH ANY CLAIM SHALL REDUCE THE AMOUNT AVAILABLE, AND ONLY ONE SUCH AMOUNT WILL APPLY TO ANY PROJECT.

NO ACTION OR CLAIM, WHETHER IN TORT, CONTRACT, OR OTHERWISE, MAY BE BROUGHT AGAINST PSI, ARISING FROM OR RELATED TO PSI'S WORK, MORE THAN TWO YEARS AFTER THE CESSATION OF PSI'S WORK HEREUNDER, REGARDLESS OF THE DATE OF DISCOVERY OF SUCH CLAIM.

**10. INDEMNITY:** Subject to the foregoing limitations, PSI agrees to indemnify and hold Client harmless from and against any and all claims, suits, costs and expenses including reasonable attorney's fees and court costs arising out of PSI's negligence to the extent of PSI's negligence. Client shall provide the same protection to the extent of its negligence. In the event that Client or Client's principal shall bring any suit, cause of action, claim or counterclaim against PSI, the party initiating such action shall pay to PSI the costs and expenses incurred by PSI to investigate, answer and defend it, including reasonable attorney's and witness fees and court costs to the extent that PSI shall prevail in such suit.

**11. TERMINATION:** This Agreement may be terminated by either party upon seven days' prior written notice. In the event of termination, PSI shall be compensated by Client for all services performed up to and including the termination date, including reimbursable expenses, and for the completion of such services and records as are necessary to place PSI's files in order and/or protect its professional reputation.

**12. EMPLOYEES/WITNESS FEES:** PSI's employees shall not be retained as expert witnesses except by separate, written agreement. Client agrees to pay PSI's legal expenses, administrative costs and fees pursuant to PSI's then current fee schedule for PSI to respond to any subpoena. Client agrees not to hire PSI's employees except through PSI. In the event Client hires a PSI employee within one year following any project through which Client had contact with said employee, Client shall pay PSI an amount equal to one-half of the employee's annualized salary, as liquidated damages without PSI waiving other remedies it may have.

**13. HAZARDOUS MATERIALS:** Nothing contained within this agreement shall be construed or interpreted as requiring PSI to assume the status of an owner, operator, generator, storer, transporter, treater or disposal facility as those terms appear within RCRA or within any Federal or State statute or regulation governing the generation, transportation, treatment, storage and disposal of pollutants. Client assumes full responsibility for compliance with the provisions of RCRA and any other Federal or State statute or regulation governing the handling, treatment, storage and disposal of pollutants.

**14. PROVISIONS SEVERABLE:** The parties have entered into this agreement in good faith, and it is the specific intent of the parties that the terms of these General Conditions be enforced as written. In the event any of the provisions of these General Conditions should be found to be unenforceable, it shall be stricken and the remaining provisions shall be enforceable.

**15. ENTIRE AGREEMENT:** This agreement constitutes the entire understanding of the parties, and there are no representations, warranties or undertakings made other than as set forth herein. This agreement may be amended, modified or terminated only in writing, signed by each of the parties hereto.

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

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ATTORNEYS AT LAW

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

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

## MEMO

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**TO: Inver Grove Heights Mayor and Councilmembers**  
**FROM: Timothy J. Kuntz, City Attorney**  
**DATE: January 21, 2008**  
**RE: Dawnway Landfill**

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**Section 1. Background – Dawnway Host Community Agreement.** In September, 2002, the Cities of South St. Paul and Inver Grove Heights and Carl Bolander & Sons Co. (Bolander) entered into a Host Community Agreement for the Dawnway Landfill (Dawnway Host Community Agreement). Bolander has sold the Dawnway Landfill to Frattalone's Dawnway, LLLP (Dawnway, LLLP). Bolander has assigned the Dawnway Host Community Agreement to Frattalone's Dawnway, LLLP.

Section 8 of the Dawnway Host Community Agreement grants the City the right to lease the closed area of the Dawnway Landfill in Inver Grove Heights for a public purpose; this right commences when the Dawnway Landfill is closed. Similar provisions benefit South St. Paul for land in South St. Paul.

Section 9 of the Dawnway Host Community Agreement grants the City the right to purchase the closed area of the Dawnway Landfill in Inver Grove Heights for a public purpose; this right commences when the Dawnway Landfill is closed. Similar provisions benefit South St. Paul for land in South St. Paul.

Bolander and Dawnway, LLLP have proposed to the Cities that Sections 8 and 9 of the Dawnway Host Community Agreement be deleted from the document.

Bolander, Dawnway, LLLP, and the City of Inver Grove Heights have discussed that in consideration of deleting Sections 8 and 9 the following monetary amounts would be paid to the City:

- \$100,000 to be paid by Bolander to the City upon execution of an amendment to the Dawnway Host Community Agreement that deletes Sections 8 and 9.

- \$50,000 to be paid by Dawnway, LLLP to the City in installments of \$25,000 each on January 2, 2009 and on January 2, 2010. The obligation to pay the \$50,000 will be guaranteed by Frattalone Companies, Inc.

Bolander and Dawnway, LLLP have further offered that any development of the Dawnway Landfill after closure would proceed by way of a Planned Unit Development.

Also, Bolander and Dawnway, LLLP have proposed to grant the City a right-of-first refusal to purchase the closed area of the Dawnway Landfill in Inver Grove Heights if Dawnway, LLLP does not choose to develop the area.

A similar proposal was made to South St. Paul; by a letter of intent, South St. Paul has accepted the proposal.

## **Section 2. Amendment To 117<sup>th</sup> Street Host Community Agreement.**

SKB Environmental, Inc. and Bolander are affiliated corporations. In July 2007, the City and SKB Environmental, Inc. (SKB) approved a Host Community Agreement for the 117<sup>th</sup> Street Demolition Debris Landfill (117<sup>th</sup> Street Host Community Agreement). Payment of the Host Community fees required by the 117<sup>th</sup> Street Host Community Agreement has not yet begun because SKB has not yet obtained all of the permits required from other governmental entities. The City had expected that payments would begin in the last quarter of 2007.

To address the unrealized expectation of the City and to further induce the City to amend the Dawnway Host Community Agreement (which would benefit Bolander as an affiliated entity with SKB) SKB is willing to pay the City \$16,600 upon execution of the 117<sup>th</sup> Street Host Community Agreement; the \$16,600 is in addition to any host community fees required by the 117<sup>th</sup> Street Host Community Agreement.

**Section 3. Council Resolution – December 10, 2007.** At the December 10, 2007, Council meeting, the Council approved a Resolution that expressed the Council's intent to amend the two Host Community Agreements in the following manner:

- a. \$100,000 to be paid by Bolander to the City upon execution of an amendment to the Dawnway Host Community Agreement that deletes Sections 8 and 9.
- b. \$50,000 to be paid by Dawnway, LLLP to the City in installments of \$25,000 each on January 2, 2009 and on January 2, 2010; these payment are in further consideration of deleting Sections 8 and 9 of the Dawnway Host Community Agreement. The obligation to pay the \$50,000 will be guaranteed by Frattalone Companies, Inc.
- c. Section 8 and 9 of the Dawnway Host Community Agreement would be deleted.
- d. Dawnway, LLLP would agree that upon closure of the Dawnway Landfill any development of the Dawnway Landfill would be by way of Dawnway, LLLP applying for a Planned Unit Development.

- e. If, after closure of the Dawnway Landfill, Dawnway, LLLP chooses not to develop the portion of the closed landfill area in Inver Grove Heights, but rather chooses to sell the closed portion of the landfill, then the City shall have the Right of First Refusal to purchase the closed area. The closed area is that portion of the landfill in Inver Grove Heights where demolition debris landfill has been deposited and where closure pursuant to the rules of the Minnesota Pollution Control Agency has occurred. The closed area is further identified on the map that accompanied Sections 8 and 9 of the Dawnway Host Community Agreement. The area subject to the Right of First Refusal also includes an access route by easement or fee title from the area to a public road in Inver Grove Heights. If South St. Paul has a similar Right of First Refusal for land in South St. Paul and if South St. Paul chooses not to exercise the Right of First Refusal, then the City of Inver Grove Heights shall also have the Right of First Refusal for the South St. Paul land; similarly, if the City of Inver Grove Heights chooses not to exercise the Right of First Refusal, then the City of South St. Paul would have the Right of First Refusal for the Inver Grove Heights land.
- f. The 117<sup>th</sup> Street Host Community Agreement would be amended to provide that SKB pay the City \$16,600 upon execution of the 117<sup>th</sup> Host Community Agreement; this amount is in addition to other host community fees required by the 117<sup>th</sup> Host Community Agreement.

**Section 4. Council Resolution – January 28, 2008.** The Council directed that documents be drafted to reflect the Council's intent. The documents are attached. They are:

- 1.) Resolution approving Amendment No. 1 to Host Community Agreement for Dawnway Demolition Debris Landfill and Memorandum of Amendment No. 1 to Host Community Agreement For Dawnway Demolition Debris Landfill; and approving Addendum No. 1 To Second Amended and Restated Host Community Agreement for 117<sup>th</sup> Street Demolition Debris Landfill;
- 2.) Amendment No. 1 To Host Community Agreement;
- 3.) Memorandum of Amendment No. 1 To Host Community Agreement; and
- 4.) Addendum No. 1 To Second Amended and Restated Host Community Agreement.

The Council is asked to consider approving the attached Resolution. This matter is on the agenda for the January 28, 2008, Council meeting.

TJK:mes

Attachment

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

**RESOLUTION NO. \_\_\_\_\_**

**RESOLUTION APPROVING AMENDMENT NO. 1 TO HOST COMMUNITY AGREEMENT FOR DAWNWAY DEMOLITION DEBRIS LANDFILL AND MEMORANDUM OF AMENDMENT NO. 1 TO HOST COMMUNITY AGREEMENT FOR DAWNWAY DEMOLITION DEBRIS LANDFILL; AND APPROVING ADDENDUM NO. 1 TO SECOND AMENDED AND RESTATED HOST COMMUNITY AGREEMENT FOR 117<sup>TH</sup> STREET DEMOLITION DEBRIS LANDFILL**

**WHEREAS**, in September, 2002, the City and Carl Bolander & Sons Co. (Bolander) entered into a Host Community Agreement for the Dawnway Landfill (Dawnway Host Community Agreement).

**WHEREAS**, Bolander has sold the Dawnway Landfill to Frattalone's Dawnway, LLLP (Dawnway, LLLP).

**WHEREAS**, Bolander has assigned the Dawnway Host Community Agreement to Frattalone's Dawnway, LLLP.

**WHEREAS**, Section 8 of the Dawnway Host Community Agreement grants the City the right to lease the closed area of the Dawnway Landfill in Inver Grove Heights for a public purpose; this right commences when the Dawnway Landfill is closed.

**WHEREAS**, Section 9 of the Dawnway Host Community Agreement grants the City the right to purchase the closed area of the Dawnway Landfill in Inver Grove Heights for a public purpose; this right commences when the Dawnway Landfill is closed.

**WHEREAS**, Bolander and Dawnway, LLLP have proposed to the City that Sections 8 and 9 of the Dawnway Host Community Agreement be deleted from the document.

**WHEREAS**, Bolander, Dawnway, LLLP, and the City have discussed that in consideration of deleting Sections 8 and 9 the following monetary amounts would be paid to the City:

- \$100,000 to be paid by Bolander to the City upon execution of an amendment to the Dawnway Host Community Agreement that deletes Sections 8 and 9.
- \$50,000 to be paid by Dawnway, LLLP in installments of \$25,000 each on January 2, 2009 and on January 2, 2010. The obligation to pay the \$50,000 will be guaranteed by Frattalone Companies, Inc.

Bolander and Dawnway, LLLP have further offered that any development of the Dawnway Landfill after closure would proceed by way of a Planned Unit Development.

Also, Bolander and Dawnway, LLLP have proposed to grant the City a right-of-first refusal to purchase the closed area of the Dawnway Landfill in Inver Grove Heights if Dawnway, LLLP does not choose to develop the area.

**WHEREAS**, the City is willing to amend the Dawnway Host Community Agreement on the terms set forth above provided that SKB Environmental, Inc. amends the Host Community Agreement for the 117<sup>th</sup> Street Landfill in the manner provided below.

**WHEREAS**, SKB Environmental, Inc. and Bolander are affiliated corporations. In July 2007, the City and SKB Environmental, Inc. (SKB) approved a Host Community Agreement for the 117<sup>th</sup> Street Demolition Debris Landfill (117<sup>th</sup> Street Host Community Agreement). Payment of the Host Community fees required by the 117<sup>th</sup> Street Host Community Agreement has not yet begun because SKB has not yet obtained all of the permits required from other governmental entities. The City had expected that payments would begin in the last quarter of 2007. To address the unrealized expectation of the City and to further induce the City to amend the Dawnway Host Community Agreement (which would benefit Bolander as an affiliated entity with SKB) SKB is willing to pay the City \$16,600 upon execution of the 117<sup>th</sup> Street Host Community Agreement; the \$16,600 is in addition to any host community fees required by the 117<sup>th</sup> Street Host Community Agreement.

**WHEREAS**, the City is willing to amend the 117<sup>th</sup> Street Host Community Agreement to specify that SKB upon execution of the 117<sup>th</sup> Street Host Community Agreement must pay the City \$16,600 in addition to the other host community fees required by such agreement.

**WHEREAS**, at the December 10, 2007, Council meeting, the Council passed a Resolution that expressed its intent to amend the Dawnway Host Community Agreement and the 117<sup>th</sup> Street Host Community Agreement in the following respects, subject to a definitive agreement among the parties being drafted and approved by the Council:

- a. \$100,000 to be paid by Bolander to the City upon execution of an amendment to the Dawnway Host Community Agreement that deletes Sections 8 and 9.
- b. \$50,000 to be paid by Dawnway, LLLP in installments of \$25,000 each on January 2, 2009 and on January 2, 2010; these payment are in further consideration of deleting Sections 8 and 9 of the Dawnway Host Community Agreement. The obligation to pay the \$50,000 will be guaranteed by Frattalone Companies, Inc.
- c. Section 8 and 9 of the Dawnway Host Community Agreement would be deleted.
- d. Dawnway, LLLP would agree that upon closure of the Dawnway Landfill any development of the Dawnway Landfill would be by way of Dawnway, LLLP applying for a Planned Unit Development.
- e. If, after closure of the Dawnway Landfill, Dawnway, LLLP chooses not to develop the portion of the closed landfill area in Inver Grove Heights, but rather chooses to sell the closed portion of the landfill, then the City shall have the Right of First Refusal to purchase the closed area. The closed area is that portion of the landfill in Inver Grove Heights where demolition debris

landfill has been deposited and where closure pursuant to the rules of the Minnesota Pollution Control Agency has occurred. The closed area is further identified on the map that accompanied Sections 8 and 9 of the Dawnway Host Community Agreement. The area subject to the Right of First Refusal also includes an access route by easement or fee title from the area to a public road in Inver Grove Heights. If South St. Paul has a similar Right of First Refusal for land in South St. Paul and if South St. Paul chooses not to exercise the Right of First Refusal, then the City of Inver Grove Heights shall also have the Right of First Refusal for the South St. Paul land; similarly, if the City of Inver Grove Heights chooses not to exercise the Right of First Refusal, then the City of South St. Paul would have the Right of First Refusal for the Inver Grove Heights land.

- f. The 117<sup>th</sup> Street Host Community Agreement would be amended to provide that SKB pay the City \$16,600 upon execution of the 117<sup>th</sup> Host Community Agreement; this amount is in addition to other host community fees required by the 117<sup>th</sup> Host Community Agreement.

**WHEREAS**, the City Attorney has prepared the various amendments to reflect the Council's intent.

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

- 1.) The Council does hereby approve the following attached documents:
  - a.) Amendment No. 1 To Host Community Agreement (relating to Dawnway Demolition Debris Landfill);
  - b.) Memorandum of Amendment No. 1 To Host Community Agreement (relating to Dawnway Demolition Debris Landfill) ; and
  - c.) Addendum No. 1 To Second Amended and Restated Host Community Agreement (relating to 117<sup>th</sup> Street Demolition Debris Landfill).
- 2.) The Mayor and Deputy Clerk are authorized to execute the approved documents.

Passed this 28<sup>th</sup> day of January, 2008.

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George Tourville, Mayor

Attest:

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Melissa Rheaume, Deputy Clerk

## AMENDMENT NO. 1 TO HOST COMMUNITY AGREEMENT

**THIS AMENDMENT NO. 1 TO HOST COMMUNITY AGREEMENT** (Amendment No. 1) is made, entered into and effective this 28<sup>th</sup> day of January 2008, by and among the **City of Inver Grove Heights**, a Minnesota municipal corporation (hereafter referred to as “IGH”), the **City of South St. Paul**, a Minnesota municipal corporation (hereafter referred to as “SSP”), **Carl Bolander & Sons Co.**, a Minnesota corporation, (hereafter referred to as “Bolander”) **Frattalone’s Dawnway, LLLP**, a Minnesota limited liability limited partnership (hereafter referred to as “Dawnway”) and **Frattalone Companies, Inc.**, a Minnesota corporation (hereafter referred to as “Frattalone”). Subject to the terms and conditions hereafter stated and based on the representations, warranties, covenants, agreements and recitals of the parties herein contained, the parties do hereby agree as follows:

### **ARTICLE 1** **DEFINITIONS**

**1.1 Terms.** The following terms, unless elsewhere specifically defined herein, shall have the following meanings as set forth below.

Unless otherwise provided herein, terms used herein shall have the meanings contained in the Host Community Agreement as defined herein.

**1.2 IGH.** “IGH” means the City of Inver Grove Heights, a Minnesota municipal corporation.

**1.3 SSP.** “SSP” means the City of South St. Paul, a Minnesota municipal corporation..

**1.4 Bolander.** “Bolander” means Carl Bolander & Sons Co., a Minnesota corporation, and its assigns and successors.

**1.5 Dawnway.** “Dawnway” means Frattalone’s Dawnway, LLLP, a Minnesota limited liability limited partnership, and its assigns and successors.

**1.6 Frattalone.** “Frattalone” means Frattalone Companies, Inc., a Minnesota corporation, and its successors and assigns.

**1.7 Host Community Agreement.** “Host Community Agreement” means that certain Host Community Agreement among Carl Bolander & Sons Co., the City of Inver Grove Heights, and the City of South St. Paul, dated September 23, 2002, as such has been assigned to Dawnway.

**1.8 Landfill.** “Landfill” means that certain real property located in the Cities of South St. Paul and Inver Grove Heights, Dakota County, Minnesota, generally referred to as the Dawnway Demolition Debris Landfill. The Landfill is legally described on the attached Exhibit A, which is incorporated hereby and made a part hereof

**1.9 Consent Agreement – City of Inver Grove Heights.** “Consent Agreement – City of Inver Grove Heights” means that certain Consent Agreement dated November 30, 2007, by and among the City of Inver Grove Heights, Carl Bolander & Sons Co., Frattalone’s Dawnway, LLLP and Frattalone Companies, Inc., and recorded December 7, 2007, as Document No. 621015 with the Dakota County Recorder

**1.10 Consent Agreement – City of South St. Paul.** “Consent Agreement – City of South St. Paul” means that certain Consent Agreement dated November 29, 2007, by and among the City of South St. Paul, Carl Bolander & Sons Co., Frattalone’s Dawnway, LLLP and Frattalone Companies, Inc., and recorded December 7, 2007, with the Dakota County Recorder as Document No. 621016.

**1.11 Assignment and Assumption Agreement.** “Assignment and Assumption Agreement” means that certain Assignment and Assumption of Host Community Agreement and Non-Conforming Use Certificate Issued By The City of Inver Grove Heights, Minnesota, dated November 30, 2007, by and among Carl Bolander & Sons Co., Frattalone’s Dawnway, LLLP, Frank M. Frattalone and Frattalone Companies, Inc.

**1.12 Memorandum of Assignment and Assumption.** “Memorandum of Assignment and Assumption” means that certain Memorandum of Assignment and Assumption of Host Community Agreement and Non-Conforming Use Certificate, dated November 30, 2007, and recorded December 7, 2007, with the Dakota County Recorder as Document No. 621023.

## **ARTICLE 2** **RECITALS**

**Recital No. 1.** SSP, IGH and Bolander entered into the Host Community Agreement. At the time of execution of the Host Community Agreement, Bolander owned certain real property generally referred to as the Dawnway Demolition Debris Landfill (Landfill).

**Recital No. 2.** Bolander sold the Landfill to Dawnway. Bolander assigned the Host Community Agreement to Dawnway subject to the terms and conditions of the following four (4) documents:

- Consent Agreement – City of South St. Paul;
- Consent Agreement – City of Inver Grove Heights;
- Assignment and Assumption Agreement; and
- Memorandum of Assignment and Assumption.

**Recital No. 3.** By the Consent Agreement – City of South St. Paul, by the Consent Agreement – City of Inver Grove Heights and by the Assignment and Assumption Agreement, Frattalone has guaranteed the obligations of Dawnway under the Host Community Agreement.

**Recital No. 4.** SSP, IGH and Dawnway desire to amend the Host Community Agreement.

**Recital No. 5.** Section 8 of the Host Community Agreement provides IGH with the right to lease a portion of the Landfill after closure. Section 9 of the Host Community Agreement provides IGH with the right to purchase a portion of the Landfill after closure. Sections 8 and 9 also provide SSP with the right to lease or purchase a portion of the Landfill in the event IGH does not exercise its rights.

**Recital No. 6.** Section 8 of the Host Community Agreement provides SSP with the right to lease a portion of the Landfill after closure. Section 9 of the Host Community Agreement provides SSP with the right to purchase a portion of the Landfill after closure. Sections 8 and 9 also provide IGH with the right to lease or purchase a portion of the Landfill in the event SSP does not exercise its rights.

**Recital No. 7.** The parties hereto desire to amend the Host Community Agreement to eliminate the lease and purchase rights granted to IGH and SSP that are contained in Sections 8 and 9 of the Host Community Agreement.

**Recital No. 8.** The parties desire to amend the terms of the Host Community Agreement to grant IGH and SSP each a right of first refusal to purchase the portions of the closed Landfill that are located within their respective municipal boundaries in the event that Dawnway desires to sell such real property.

### **ARTICLE 3** **PAYMENTS BY BOLANDER**

**3.1 Payment by Bolander to IGH.** In consideration for IGH agreeing to amend the Host Community Agreement in the manner contained in this Amendment No. 1, Bolander agrees to pay IGH the sum of \$100,000 by check upon the execution of this Amendment No. 1. This required payment is in addition to the Host Community Fee required by Section 7.01 of the Host Community Agreement.

**3.2 Previous Payments by Bolander.** IGH acknowledges that Bolander has fully paid the Host Community Fee required under Section 7.01 (a) of the Host Community Agreement.

**3.3 Payment by Bolander to SSP.** In consideration for SSP agreeing to amend the Host Community Agreement in the manner contained in this Amendment No. 1, Bolander agrees to pay SSP the sum of \$100,000 by check upon the execution of this Amendment No. 1. This required payment is in addition to the Host Community Fee required by Section 7.01 of the Host Community Agreement.

**3.4 Previous Payments by Bolander.** SSP acknowledges that Bolander has fully paid the Host Community Fee required under Section 7.01 (b) of the Host Community Agreement.

#### **ARTICLE 4** **AMENDMENTS TO HOST COMMUNITY AGREEMENT**

**4.1 Amendment of Host Community Agreement Relating to Identification of Party.** The parties agree that the Host Community Agreement is hereby amended to provide that the defined term “Bolander” as used throughout the Host Community Agreement includes the assignee of Bolander, namely Frattalone’s Dawnway, LLLP, a Minnesota limited liability limited partnership, and its assigns and successors.

**4.2 Amendment of Section 8 of Host Community Agreement.** The parties agree that Section 8 of the Host Community Agreement is hereby terminated and deleted in its entirety and is of no further force or effect.

**4.3 Amendment of Section 9 of Host Community Agreement.** The parties agree that Section 9 of the Host Community Agreement is hereby terminated and deleted in its entirety and is of no further force or effect.

**4.4 Amendment of Section 3.02.3.** The parties agree that Section 3.02.3 of the Host Community Agreement is amended in its entirety and replaced with the following:

**Section 3.02.3. Dawnway’s Point of Contact.** Dawnway’s Point of Contact shall be Frank M. Frattalone at Frattalone’s Dawnway, LLLP, 3205 Spruce Street, St. Paul, Minnesota 55117, Telephone No. 651-484-0448 and Fax No. 651-484-7839.

**4.5 Amendment of Section 13.09.** The parties agree that Section 13.09 of the Host Community Agreement is amended in its entirety and replaced with the following:

**Section 13.09. Survival of Covenants.** Notwithstanding Section 13.08, the following sections shall not terminate but instead shall survive and be deemed continuing notwithstanding the termination of the Parties’ other obligations in this Agreement:

Section 5.21	Section 15.06
Section 6.01	Section 15.07
Section 6.02	Section 16.01
Section 15.01	Section 16.02
Section 15.02	Section 16.03
Section 15.03	Section 16.04
Section 15.04	Section 16.05
Section 15.05	Section 16.06
	Section 16.07.

**4.6 Amendment of Host Community Agreement By Adding Section 15.** The parties agree that the Host Community Agreement shall be amended by adding Section 15 to provide as follows:

**SECTION 15. RIGHT OF FIRST REFUSAL TO PURCHASE PART OF LANDFILL – IGH.**

**15.01 Payment By Dawnway To IGH.** In addition to any payments required under Section 7 of the Host Community Agreement, Dawnway shall pay IGH the sum of \$50,000 in the following installments, manner and at the following times:

\$25,000 in cash on January 2, 2009; and  
 \$25,000 in cash on January 2, 2010.

If Dawnway does not make the payments, IGH shall have all remedies available to it including those listed in Section 13 of the Host Community Agreement.

The payment of \$50,000 may be used by IGH for any public purpose. The \$50,000 is not a substitute for and shall not be a credit against any building permits and zoning application fees, utility fees, fees incident to platting and subdivision (e.g. park dedication fees), real estate taxes and special assessments for public improvements.

**15.02 Exhibit C To Host Community Agreement.** Exhibit C to the Host Community Agreement is hereby relabeled Right of First Refusal Property. The words Proposed Lease Area shall be deleted from Exhibit C and the words Right of First Refusal Property shall be substituted. All references on Exhibit C to the proposed land use with respect to areas abutting the Right of First Refusal Property shall be deleted. With such changes made, the amended Exhibit C, attached to this Amendment No. 1, is hereby approved, is hereby substituted for the previous Exhibit C and is hereby made a part of the Host Community Agreement as amended.

**15.03 Right of First Refusal - IGH.** After closure for Landfill purposes of the Right of First Refusal Property in Inver Grove Heights, if Dawnway chooses not to plat and develop the portion of the Right of First Refusal Property in IGH but rather chooses to sell such portion to a third party for development, then any sale or other transfer by Dawnway of the Right of First Refusal Property identified on amended Exhibit C that is located in Inver Grove Heights shall be subject to IGH's right of first refusal as provided below.

**15.04 Notice of Right of First Refusal/Notice of Acceptance - IGH.** If Dawnway chooses not to plat and develop the portion of the Right of First Refusal Property in IGH but rather chooses to sell or transfer some or all of such portion to a third party for development, then with respect to that part of the Right of First Refusal Property located in Inver Grove Heights being sold (the "IGH First Refusal Property"), Dawnway shall give notice (the "First Refusal Notice") to IGH.

The First Refusal Notice shall contain the following:

- Written notice by Dawnway of intent to sell;
- A legal description of the land to be sold;
- A copy of a completed and fully executed purchase agreement between Dawnway and a third party that contains the price and terms of sale including, without limitation, the type of deed to be delivered, the exceptions to which the IGH First Refusal Property will be subject, whether or not title insurance will be provided, and the allocation of responsibility for sales and documentary taxes and other closing costs.

In addition, the IGH First Refusal Property shall include an access route, either by easement or fee title, from the area being purchased to a public road in Inver Grove Heights.

The First Refusal Notice shall constitute an offer by Dawnway to sell its interest in the IGH First Refusal Property to IGH on the same price and terms and conditions set forth in purchase agreement that is part of the First Refusal Notice.

If IGH desires to exercise its right of first refusal and accept such offer, then IGH shall, within 30 days after the delivery of the First Refusal Notice, give Dawnway written notice to such effect (the "Acceptance Notice"). If IGH shall fail to give the Acceptance Notice within the time period provided, then, subject to Section 15.06, IGH shall be deemed to have consented to the proposed sale as contained in the purchase agreement that was part of the First Refusal Notice and Dawnway may sell its interest in the IGH First Refusal Property upon the price and terms and

conditions set forth in the purchase agreement that was part of the First Refusal Notice; in such instance, the sale by Dawnway must be to the buyer identified in the purchase agreement and the sale must occur within six (6) months of the expiration of the time period for the giving of the Acceptance Notice.

**15.05 Acceptance by IGH.** In the event that IGH gives Dawnway an Acceptance Notice, then, on such business day as IGH shall set forth in the Acceptance Notice, which shall be not less than 30 days nor more than 90 days after the giving of the Acceptance Notice, IGH shall purchase the IGH First Refusal Property for the same purchase price and upon the other terms and conditions stated in the purchase agreement submitted with the First Refusal Notice. The closing of the sale shall be held in the offices of the City Attorney for IGH, or at such other place as the parties to the sale may mutually agree, on the date selected as provided above. At the closing, Dawnway shall deliver to IGH its deed in the form and subject to the exceptions stated in the purchase agreement.

**15.06 Right of SSP To Purchase Land In IGH.** If IGH fails to give the Acceptance Notice within the required time, then prior to any sale or transfer to the third party Dawnway must deliver to SSP the First Refusal Notice and allow SSP the opportunity to purchase the portion of the IGH First Refusal Property in Inver Grove Heights upon the terms set forth in the First Refusal Notice.

The First Refusal Notice shall constitute an offer by Dawnway to sell its interest in the IGH First Refusal Property to SSP on the same price and terms and conditions set forth in the purchase agreement that was part of the First Refusal Notice.

If SSP desires to exercise its right of first refusal and accept such offer, then SSP shall, within 30 days after the delivery of the First Refusal Notice, give Dawnway written notice to such effect (the "Acceptance Notice"). If SSP shall fail to give the Acceptance Notice within the time period provided, then, SSP shall be deemed to have consented to the proposed sale as contained in the purchase agreement that was part of the First Refusal Notice and Dawnway may sell its interest in the IGH First Refusal Property upon the price and terms and conditions set forth in the purchase agreement that was part of the First Refusal Notice; in such instance, the sale by Dawnway must be to the buyer identified in the purchase agreement and the sale must occur within six (6) months of the expiration of the time period for the giving of the Acceptance Notice.

In the event that SSP gives Dawnway an Acceptance Notice, then, on such business day as SSP shall set forth in the Acceptance Notice, which shall be not less than 30 days nor more than 90 days after the giving of the

Acceptance Notice, SSP shall purchase the IGH First Refusal Property for the same purchase price and upon the other terms and conditions stated in the purchase agreement submitted with the First Refusal Notice. The closing of the sale shall be held in the offices of the City Attorney for SSP, or at such other place as the parties to the sale may mutually agree, on the date selected as provided above. At the closing, Dawnway shall deliver to SSP its deed in the form and subject to the exceptions stated in the purchase agreement.

**15.07 Development of Landfill In IGH After Closure.** After closure of the Landfill, if Dawnway or any transferee of Dawnway other than IGH or SSP proposes to develop the portion of the Landfill in IGH, then such development shall be by means of a planned unit development pursuant to the zoning and subdivision ordinances of IGH.

**4.7 Amendment of Host Community Agreement By Adding Section 16.** The parties agree that the Host Community Agreement shall be amended by adding Section 16 to provide as follows:

**SECTION 16. RIGHT OF FIRST OFFER TO PURCHASE PART OF LANDFILL – SSP**

**16.01 Payment By Dawnway To SSP.** In addition to any payments required under Section 7 of the Host Community Agreement, Dawnway shall pay SSP the sum of \$50,000 by the following elections made by SSP and in the following manner and at the following times:

- At the elections of SSP from time to time, the \$50,000 shall be paid by cash or by Dawnway providing materials, labor or services or by any combination thereof as determined by SSP.
- SSP may make such elections from time to time provided that the cumulative result of all the elections does not exceed \$50,000.
- If SSP elects to have Dawnway provide materials, labor or services, then the material, labor or services shall be valued at the cost to Dawnway and there shall be no mark-up.
- SSP shall make all of its elections no later than five (5) years after termination of the Host Community Agreement pursuant to Section 13.08 of the Host Community Agreement.
- With respect to any particular election made by SSP, Dawnway shall comply with the stated election within 30 days after SSP has sent written notice of the election to Dawnway.

If Dawnway does not make the payments, SSP shall have all remedies available to it including those listed in Section 13 of the Host Community Agreement.

The payment of \$50,000 may be used by SSP for any public purpose. The \$50,000 is not a substitute for and shall not be a credit against any building permits and zoning application fees, utility fees, fees incident to platting and subdivision (e.g. park dedication fees), real estate taxes and special assessments for public improvements.

**16.02 Exhibit C To Host Community Agreement.** Exhibit C to the Host Community Agreement is hereby relabeled Right of First Refusal Property. The words Proposed Lease Area shall be deleted from Exhibit C and the words Right of First Refusal Property shall be substituted. All references on Exhibit C to the proposed land use with respect to areas abutting the Right of First Refusal Property shall be deleted. With such changes made, the amended Exhibit C, attached to this Amendment No. 1, is hereby approved, is hereby substituted for the previous Exhibit C and is hereby made a part of the Host Community Agreement as amended.

**16.03 Right of First Refusal - SSP.** After closure for Landfill purposes of the Right of First Refusal Property in South St. Paul, if Dawnway chooses not to plat and develop the portion of the Right of First Refusal Property in SSP but rather chooses to sell such portion to a third party for development, then any sale or other transfer by Dawnway of the Right of First Refusal Property identified on Exhibit C that is located in South St. Paul shall be subject to SSP's right of first refusal as provided below.

**16.04 Notice of Right of First Refusal/Notice of Acceptance - SSP.** If Dawnway chooses not to plat and develop the portion of the Right of First Refusal Property in SSP but rather chooses to sell or transfer some or all of such portion to a third party for development, then with respect to that part of the Right of First Refusal Property located in South St. Paul being sold (the "SSP First Refusal Property"), Dawnway shall give notice (the "First Refusal Notice") to SSP.

The First Refusal Notice shall contain the following:

- Written notice by Dawnway of intent to sell;
- A legal description of the land to be sold;
- A copy of a completed and fully executed purchase agreement between Dawnway and a third party that contains the price and terms of sale including, without limitation, the type of deed to be delivered, the exceptions to which the SSP First Refusal Property will be subject, whether or not title insurance will be provided, and the allocation of responsibility for sales and documentary taxes and other closing costs.

In addition, the SSP First Refusal Property shall include an access route, either by easement or fee title, from the area being purchased to a public road in Inver Grove Heights.

The First Refusal Notice shall constitute an offer by Dawnway to sell its interest in the SSP First Refusal Property to SSP on the same price and terms and conditions set forth in purchase agreement that is part of the First Refusal Notice.

If SSP desires to exercise its right of first refusal and accept such offer, then SSP shall, within 30 days after the delivery of the First Refusal Notice, give Dawnway written notice to such effect (the "Acceptance Notice"). If SSP shall fail to give the Acceptance Notice within the time period provided, then, subject to Section 16.06, SSP shall be deemed to have consented to the proposed sale as contained in the purchase agreement that was part of the First Refusal Notice and Dawnway may sell its interest in the SSP First Refusal Property upon the price and terms and conditions set forth in the purchase agreement that was part of the First Refusal Notice; in such instance, the sale by Dawnway must be to the buyer identified in the purchase agreement and the sale must occur within six (6) months of the expiration of the time period for the giving of the Acceptance Notice.

**16.05 Acceptance by SSP.** In the event that SSP gives Dawnway an Acceptance Notice, then, on such business day as SSP shall set forth in the Acceptance Notice, which shall be not less than 30 days nor more than 90 days after the giving of the Acceptance Notice, SSP shall purchase the SSP First Refusal Property for the same purchase price and upon the other terms and conditions stated in the purchase agreement submitted with the First Refusal Notice. The closing of the sale shall be held in the offices of the City Attorney for SSP, or at such other place as the parties to the sale may mutually agree, on the date selected as provided above. At the closing, Dawnway shall deliver to SSP its deed in the form and subject to the exceptions stated in the purchase agreement.

**16.06 Right of IGH To Purchase Land In SSP.** If SSP fails to give the Acceptance Notice within the required time, then prior to any sale or transfer to the third party Dawnway must deliver to IGH the First Refusal Notice and allow IGH the opportunity to purchase the portion of the SSP First Refusal Property in South St. Paul upon the terms set forth in the First Refusal Notice.

The First Refusal Notice shall constitute an offer by Dawnway to sell its interest in the SSP First Refusal Property to IGH on the same price and terms and conditions set forth in the purchase agreement that was part of the First Refusal Notice.

If IGH desires to exercise its right of first refusal and accept such offer, then IGH shall, within 30 days after the delivery of the First Refusal Notice, give Dawnway written notice to such effect (the "Acceptance Notice"). If IGH shall fail to give the Acceptance Notice within the time period provided, then, IGH shall be deemed to have consented to the proposed sale as contained in the purchase agreement that was part of the First Refusal Notice and Dawnway may sell its interest in the SSP First Refusal Property upon the price and terms and conditions set forth in the purchase agreement that was part of the First Refusal Notice; in such instance, the sale by Dawnway must be to the buyer identified in the purchase agreement and the sale must occur within six (6) months of the expiration of the time period for the giving of the Acceptance Notice.

In the event that IGH gives Dawnway an Acceptance Notice, then, on such business day as IGH shall set forth in the Acceptance Notice, which shall be not less than 30 days nor more than 90 days after the giving of the Acceptance Notice, IGH shall purchase the SSP First Refusal Property for the same purchase price and upon the other terms and conditions stated in the purchase agreement submitted with the First Refusal Notice. The closing of the sale shall be held in the offices of the City Attorney for IGH, or at such other place as the parties to the sale may mutually agree, on the date selected as provided above. At the closing, Dawnway shall deliver to IGH its deed in the form and subject to the exceptions stated in the purchase agreement.

**16.07 Development of Landfill In SSP After Closure.** After closure of the Landfill, if Dawnway or any transferee of Dawnway other than IGH or SSP proposes to develop the portion of the Landfill in SSP, then such development shall be by means of a planned unit development pursuant to the zoning and subdivision ordinances of SSP. If Dawnway or any transferee of Dawnway other than IGH or SSP proposes to develop the portion of the Landfill in SSP, then such development must include a transportation link through the portion of the Landfill in SSP, either as a street or trail, from Henry Avenue to Concord Street.

Dawnway, for itself, its successors and assigns, further consents and agrees that SSP on its zoning map and in its comprehensive plan may rezone a portion of the Landfill along Henry Avenue from the current zoning classification of R-4 to another zoning classification as determined by SSP.

## **ARTICLE 5** **GUARANTEE BY FRATTALONE**

**5.1 Guarantee By Frattalone.** Frattalone agrees that Frattalone unconditionally and irrevocably guarantees that the obligations, duties and responsibilities of Dawnway under the

Host Community Agreement and under Amendment No. 1, including, but not limited to, the obligations of Dawnway contained in Sections 15.01 and 16.01 of the amended Host Community Agreement.

**ARTICLE 6**  
**MISCELLANEOUS**

**6.1 Binding Agreement.** The parties mutually recognize and agree that all terms and conditions of this recordable Amendment No. 1 shall run with the Landfill, and shall be binding upon the parties and the successors and assigns of the parties.

**6.2 Amendment and Waiver.** The parties hereto may by mutual written agreement amend this Amendment No. 1 in any respect. Any party hereto may extend the time for the performance of any of the obligations of another, waive any inaccuracies in representations by another contained in this Amendment No. 1 or in any document delivered pursuant hereto which inaccuracies would otherwise constitute a breach of this Amendment No. 1 , waive compliance by another with any of the covenants contained in this Amendment No. 1 , waive performance of any obligations by the other or waive the fulfillment of any condition that is precedent to the performance by the party so waiving of any of its obligations under this Amendment No. 1 . Any agreement on the part of any party for any such amendment, extension or waiver must be in writing. No waiver of any of the provisions of this Amendment No. 1 shall be deemed, or shall constitute, a waiver of any other provisions, whether or not similar, nor shall any waiver constitute a continuing waiver.

**6.3 Governing Law.** This Amendment No. 1 shall be governed by and construed in accordance with the laws of the State of Minnesota.

**6.4 Counterparts.** This Amendment No. 1 may be executed in any number of counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.

**[The remainder of this page has been intentionally left blank.]**

**IN WITNESS WHEREOF**, the parties have executed this Amendment No. 1 on the day and year first stated above.

**CITY OF INVER GROVE HEIGHTS**

By: \_\_\_\_\_  
George Tourville, Mayor

ATTEST:

\_\_\_\_\_  
Melissa Rheaume, Deputy City Clerk

**CITY OF SOUTH ST. PAUL**

By: \_\_\_\_\_  
Beth A. Baumann, Mayor

ATTEST:

\_\_\_\_\_  
Christy Wilcox, City Clerk

**CARL BOLANDER & SONS CO.**

By: \_\_\_\_\_  
Richard L. O’Gara  
Its Chief Executive Officer

**FRATTALONE’S DAWNWAY, LLLP**

By: TAN, LLC, the general partner of Frattalone’s  
Dawnway, LLLP

By: \_\_\_\_\_  
Nicholas D. Frattalone  
President of TAN, LLC

**FRATTALONE COMPANIES, INC.**

By:

\_\_\_\_\_  
Frank M. Frattalone  
Its Chief Executive Officer

STATE OF MINNESOTA            )  
  ) ss.  
COUNTY OF DAKOTA            )

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

\_\_\_\_\_  
Notary Public

STATE OF MINNESOTA            )  
  ) ss.  
COUNTY OF DAKOTA            )

On this \_\_\_\_\_ day of February, 2008, before me a Notary Public within and for said County, personally appeared Beth A. Baumann and Christy Wilcox, to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and Clerk of the City of South St. Paul, the municipality named in the foregoing instrument, and that the seal affixed to said instrument was signed and sealed in behalf of said municipality by authority of its City Council and said Mayor and Clerk acknowledged said instrument to be the free act and deed of said municipality.

\_\_\_\_\_  
Notary Public

STATE OF MINNESOTA    )  
  ) ss.  
COUNTY OF DAKOTA    )

On this \_\_\_\_ day of February, 2008, before me a Notary Public appeared Richard L. O’Gara, who being by me duly sworn, did say that he is the Chief Executive Officer of Carl Bolander & Sons, Co., a Minnesota corporation, and that the foregoing instrument was executed on behalf of said corporation by authority of its Board of Directors; and said Richard L. O’Gara acknowledged said instrument to be the free act and deed of said corporation.

\_\_\_\_\_  
Notary Public

STATE OF MINNESOTA )  
 ) ss.  
COUNTY OF DAKOTA )

On this \_\_\_\_ day of February, 2008, before me a Notary Public appeared Nicholas D. Fratallone, who being by me duly sworn, did say that he is the President of TAN, LLC., a Minnesota limited liability company; and that TAN, LLC, is the general partner of Fratallone's Dawnway, LLLP, a Minnesota limited liability limited partnership, and that the foregoing instrument was executed on behalf of TAN, LLC by authority of its Board of Governors; and that the foregoing instrument was executed on behalf of Fratallone's Dawnway, LLLP by authority of its partners and said Nicholas D. Fratallone acknowledged said instrument to be the free act and deed of said Fratallone's Dawnway, LLLP and of said TAN, LLC, the general partner of Fratallone's Dawnway, LLLP.

---

Notary Public

STATE OF MINNESOTA )  
 ) ss.  
COUNTY OF DAKOTA )

On this \_\_\_\_ day of February, 2008, before me a Notary Public appeared Frank M. Fratallone, who being by me duly sworn, did say that he is the Chief Executive Officer of Fratallone Companies, Inc., a Minnesota corporation, and that the foregoing instrument was executed on behalf of said corporation by authority of its Board of Directors; and said Frank M. Fratallone acknowledged said instrument to be the free act and deed of said corporation.

---

Notary Public

**This Instrument Drafted By:**

Timothy J. Kuntz  
LeVander, Gillen & Miller, P.A.  
633 South Concord Street, Suite 400  
South St. Paul, MN 55075

**After Recording, Return To:**

Timothy J. Kuntz  
LeVander, Gillen & Miller, P.A.  
633 South Concord Street, Suite 400  
South St. Paul, MN 55075

## **EXHIBIT A**

### **Legal Description of Landfill**

The South 825 feet of the Southeast quarter of the Southeast quarter (SE ¼ of SE ¼) of Section Thirty-four (34), Township Twenty-eight (28), Range Twenty-Two (22), lying northwesterly of a line which is parallel with and 40.00 feet northwesterly of the hereinafter described Line A; excepting therefrom one and thirty-one (1.31) hundredths acres used for Cemetery purposes; also excepting therefrom that part of the Southeast quarter of the Southeast quarter (SE ¼ of SE ¼) of said Section Thirty-four (34), described as follows: Beginning at a point 1308.95 feet west and 8.25 feet north of the Southeast corner of said Section Thirty-four (34), thence North 208.71 feet, thence East 208.71 feet, thence South 208.71 feet, thence West 208.71 feet to the place of beginning, said last excepted piece containing one (1) acre.

Also the South 825 feet of Government Lot Eight (8) in Section Thirty-five (35), Township Twenty-eight (28), Range Twenty-two (22) lying westerly of the Chicago, Great Western Railway right of way, and lying northwesterly a line which is parallel with and 40.00 feet northwesterly of the hereinafter described line A; excepting therefrom the following described tract of land, to-wit: Commencing at a point on the south line of Section Thirty-five (35), Township Twenty-eight (28), Range Twenty-two (22), 322 feet east of the southwest corner of said Section, thence east on Section line 533.26 feet to the westerly line of the Chicago, Great Western Railroad right of way, thence northerly 876.22 feet, thence westerly parallel with the section line 565 feet, thence southerly 645.86 feet, thence easterly thirty (30) feet, thence southerly 230.36 feet to beginning, and said excepted lands being within the boundaries of W.F. Krech's 2<sup>nd</sup> Addition to the Village of Inver Grove, Dakota County, Minnesota.

### **LINE A**

Commencing at the southeast corner of the N ½ of the NE ¼ of the NE ¼ of Section 3, T. 27 N., R22 W.; thence westerly along the south line of said N ½ a distance of 222.01 feet to the point of beginning of the line to be described; thence deflect to the right 80 degrees 47 minutes 09 seconds a distance of 131.59 feet, to a point on a 520.87 foot radius, tangential curve, concave to the east; thence northeasterly, along said curve, central angle of 79 degrees 30 minutes 58 seconds, a distance of 722.87 feet; thence northeasterly, tangent to said curve 800.00 feet and there terminating.

### **PARCEL A:**

All of Block 1, excepts Lots 28 through 30 inclusive;

All of Block 2;

All of Block 3, except Lot 26;

All of Block 4, excepts Lots 1, 5 and 6;

All of Block 6, excepts Lots 1 through 6 inclusive, and except that portion of Lots 7 through 9 inclusive lying northerly of the southerly right-of-way line of Poplar Street as now traveled; and except that part of Lot 10, Block 6, Lincoln Park Addition to South St. Paul, according to the recorded plat thereof, lying and being northerly of the northerly line of new Valley Street (as

relocated and constructed as of January 2, 1958, from Henry Street in an Easterly direction to Edwards Street); all in Dakota County, Minnesota; and except that part of the southwesterly half of vacated Edwards Avenue as dedicated on the recorded plat of Lincoln Park Addition to South St. Paul lying between the northeasterly extension of the northwesterly and southeasterly lines of Lot 10, Block 6, in said plat, accruing thereto by reason of the vacation.

All of Block 7 and 8;

Lot 1, Block 10;

All that part of the vacated alley in Block 1 lying southerly of the right-of-way of Poplar Street (formerly known as Valley Street; all that part of the vacated alleys in Block 4, except that portion which accrues to Lots 1, 5 and 6 of said Block by reason of said vacation; all that part of the vacated alleys in Blocks 2, 3, 6, 7 and 8; all that part of vacated Charles Avenue between Poplar Street, (formerly Valley Street) and Linden Street, except the portion which accrues to Lot 6, Block 4 by reason of said vacation; all that part of vacated Boston Avenue between Poplar Street (formerly Valley Street) and Linden Street except that portion which accrues to Lot 1, Block 4, by reason of said vacation; all that part of vacated Davis Avenue between vacated Maple Street and Linden Street; and all that part of vacated Maple Street between Henry Avenue and Edwards Avenue;

All in Lincoln Park Addition to South St. Paul, according to the plat thereof now on file and of record in the Recorder's office in Dakota County, Minnesota.

Reservation in the State of Minnesota in trust for the taxing districts concerned, all minerals and mineral rights as to Lots 11, 12, 13, 14, 15, 16, 17, 18, 25 and 26, Block 1; Lots 11, 12, 13, 14, 15, 24, 25, 26, 27, 28, 29 and 30, Block 2;

Lots 1, 2, 3, 12, 13, 14, 15, 23, 24, 25 and 28, Block 3; Lots 9, 10, 11, 16 and 17, Block 4; Lots 8, 9, 10, 11 and 14, Block 6; Lots 1, 2, 3, 4, 5, 6, 13, 14, 15, 25, 26, 27, 28, 29 and 30, Block 7; Lots 7, 10, 13, 14, 17, 18, 19, 20 and 21, Block 8; and Lot 1, Block 10.

#### **PARCEL B:**

Lot Twenty-six (26) in Block Three (3) of Lincoln Park Addition to South St. Paul, according to the plat thereof on file and of record in the office of the County Recorder in and for Dakota County, Minnesota; excepting all minerals and mineral rights reserved in favor of the State of Minnesota.

#### **PARCEL C:**

Lots One (1), Two (2) and Three (3) in Block Six (6) of Lincoln Park Addition to South St. Paul, subject to an easement to the Great Lakes Pipe Line Company of Ponca City, Oklahoma, over and across said Lots 1, 2 and 3 in said Block 6; Lots Five (5) and Six (6), Block 6 of Lincoln Park Addition to South St. Paul, excepting that part of Lots 5 and 6, Block 6, lying and being northerly of the Northerly line of new Valley Street (as relocated and constructed as of January 2, 1958 from Henry Street in an easterly direction to Edwards Street);

That part of vacated Linden Street accruing thereto by reason of the vacation.

All according to the plat thereof on file and of record in the office of the County Recorder in and for Dakota County, Minnesota.



**MEMORANDUM OF AMENDMENT NO. 1 TO  
HOST COMMUNITY AGREEMENT**

**THIS MEMORANDUM OF AMENDMENT NO. 1 TO HOST COMMUNITY AGREEMENT** (Memorandum Agreement) is made, entered into and effective this 28<sup>th</sup> day of January, 2008, by and among the **City of South St. Paul**, a Minnesota municipal corporation (hereafter referred to as “SSP”), **City of Inver Grove Heights**, a Minnesota municipal corporation (hereafter referred to as “IGH”) and **Frattalone Dawnway, LLLP**, a Minnesota limited liability limited partnership, (hereafter referred to as “Dawnway”). Subject to the terms and conditions hereafter stated and based on the representations, warranties, covenants, agreements and recitals of the parties herein contained, the parties do hereby agree as follows:

**ARTICLE 1**  
**DEFINITIONS**

**1.1 Terms.** The following terms, unless elsewhere specifically defined herein, shall have the following meanings as set forth below.

Unless otherwise provided herein, terms used herein shall have the meanings contained in the Host Community Agreement as defined herein.

**1.2 IGH.** “IGH” means the City of Inver Grove Heights, a Minnesota municipal corporation.

**1.3 SSP.** “SSP” means the City of South St. Paul, a Minnesota municipal corporation..

**1.4 Bolander.** “Bolander” means Carl Bolander & Sons Co., a Minnesota corporation, and its assigns and successors.

**1.5 Dawnway.** “Dawnway” means Frattalone’s Dawnway, LLLP, a Minnesota limited liability limited partnership, and its assigns and successors.

**1.6 Frattalone.** “Frattalone” means Frattalone Companies, Inc., a Minnesota corporation, and its successors and assigns.

**1.7 Host Community Agreement.** “Host Community Agreement” means that certain Host Community Agreement among Carl Bolander & Sons Co., the City of Inver Grove Heights, and the City of South St. Paul, dated September 23, 2002, as such has been assigned to Dawnway.

**1.8 Landfill.** “Landfill” means that certain real property located in the Cities of South St. Paul and Inver Grove Heights, Dakota County, Minnesota, generally referred to as the Dawnway Demolition Debris Landfill. The Landfill is legally described on the attached Exhibit A, which is incorporated hereby and made a part hereof

**1.9 Consent Agreement – City of Inver Grove Heights.** “Consent Agreement – City of Inver Grove Heights” means that certain Consent Agreement dated November 30, 2007, by and among the City of Inver Grove Heights, Carl Bolander & Sons Co., Frattalone’s Dawnway, LLLP and Frattalone Companies, Inc., and recorded December 7, 2007, as Document No. 621015 with the Dakota County Recorder

**1.10 Consent Agreement – City of South St. Paul.** “Consent Agreement – City of South St. Paul” means that certain Consent Agreement dated November 29, 2007, by and among the City of South St. Paul, Carl Bolander & Sons Co., Frattalone’s Dawnway, LLLP and Frattalone Companies, Inc., and recorded December 7, 2007, with the Dakota County Recorder as Document No. 621016.

**1.11 Assignment and Assumption Agreement.** “Assignment and Assumption Agreement” means that certain Assignment and Assumption of Host Community Agreement and Non-Conforming Use Certificate Issued By The City of Inver Grove Heights, Minnesota, dated November 30, 2007, by and among Carl Bolander & Sons Co., Frattalone’s Dawnway, LLLP, Frank M. Frattalone and Frattalone Companies, Inc.

**1.12 Memorandum of Assignment and Assumption.** “Memorandum of Assignment and Assumption” means that certain Memorandum of Assignment and Assumption of Host Community Agreement and Non-Conforming Use Certificate, dated November 30, 2007, and recorded December 7, 2007, with the Dakota County Recorder as Document No. 621023.

**1.13 Amendment No. 1.** “Amendment No. 1” means Amendment No. 1 To Host Community Agreement dated January 28, 2008, by and among City of Inver Grove Heights, City of South St. Paul, Carl Bolander & Sons Co., Frattalone’s Dawnway, LLLP and Frattalone Companies, Inc.

## **ARTICLE 2** **RECITALS**

**Recital No. 1.** SSP, IGH and Bolander entered into the Host Community Agreement. At the time of execution of the Host Community Agreement, Bolander owned certain real property generally referred to as the Dawnway Demolition Debris Landfill (Landfill).

The Landfill exists in the Cities of South St. Paul and Inver Grove Heights.

**Recital No. 2.** Bolander sold the Landfill to Dawnway. Bolander assigned the Host Community Agreement to Dawnway subject to the terms and conditions of the following four (4) documents:

- Consent Agreement – City of South St. Paul;
- Consent Agreement – City of Inver Grove Heights;
- Assignment and Assumption Agreement; and
- Memorandum of Assignment and Assumption.

**Recital No. 3.** By the Consent Agreement – City of South St. Paul, by the Consent Agreement – City of Inver Grove Heights and by the Assignment and Assumption Agreement, Frattalone has guaranteed the obligations of Dawnway under the Host Community Agreement.

**Recital No. 4.** SSP, IGH and Dawnway amended the Host Community Agreement by Amendment No. 1.

**Recital No. 5.** Section 8 of the Host Community Agreement provided IGH with the right to lease a portion of the Landfill after closure for a stated price. Section 9 of the Host Community Agreement provided IGH with the right to purchase a portion of the Landfill after closure for a stated price. Sections 8 and 9 also provided SSP with the right to lease or purchase a portion of the landfill in the event IGH does not exercise its rights.

**Recital No. 6.** Section 8 of the Host Community Agreement provided SSP with the right to lease a portion of the Landfill after closure for a stated price. Section 9 of the Host Community Agreement provided SSP with the right to purchase a portion of the Landfill after closure for a stated price. Sections 8 and 9 also provided IGH with the right to lease or purchase a portion of the landfill in the event SSP does not exercise its rights.

**Recital No. 7.** By Amendment No. 1, the parties hereto amended the Host Community Agreement to eliminate the lease and purchase rights granted to IGH and SSP that were contained in Sections 8 and 9 of the Host Community Agreement.

**Recital No. 8.** By Amendment No. 1, Dawnway has granted SSP and IGH respectively a right of first refusal to purchase portions of the Landfill after closure.

**Recital No. 9.** By Amendment No. 1, certain conditions are imposed on the Landfill after closure if the Landfill is developed.

**Recital No. 10.** By Amendment No. 1, Dawnway must pay IGH the sum of \$50,000 and Dawnway must provide consideration to SSP in an amount equal to \$50,000.

**Recital No. 11.** Section 13.11 of the Host Community Agreement provides that a memorialization of the Host Community Agreement shall be recorded with the Dakota County Recorder.

**Recital No. 12.** The parties wish to memorialize of record the existence of the terms and conditions of the Host Community Agreement and Amendment No. 1. The Host Community Agreement and Amendment No. 1 run with the Landfill.

### **ARTICLE 3** **AGREEMENTS**

**3.1 Obligation To Comply With Host Community Agreement and Amendment No. 1.** Dawnway, SSP and IGH hereby agree to the terms and conditions of the Host Community Agreement and Amendment No. 1 and agree to comply with the terms and conditions of the Host Community Agreement and Amendment No. 1. Among the terms and conditions of the Host Community Agreement and Amendment No. 1 are sections that address the following matters:

- a.) obligation of Dawnway to provide consideration to SSP in an amount equal to \$50,000;
- b.) obligation of Dawnway to pay IGH the sum of \$50,000;
- c.) obligation of Dawnway to pay for firefighting services at the Landfill as set forth in Section 5.20 of the Host Community Agreement;
- d.) indemnification of IGH by Dawnway for activities conducted at the Landfill as set forth in Sections 5.21 and 6.01 of the Host Community Agreement;
- e.) indemnification of SSP by Dawnway for activities conducted at the Landfill as set forth in Sections 5.21 and 6.01 of the Host Community Agreement;
- f.) the Right of First Refusal of IGH to purchase a portion of the Landfill pursuant to Section 15 of the amended Host Community Agreement;
- g.) the Right of First Refusal of SSP to purchase a portion of the Landfill pursuant to Section 16 of the amended Host Community Agreement;
- h.) survival of certain sections of the Host Community Agreement notwithstanding closure of the Landfill;
- i.) the obligation of Dawnway to operate and close the Landfill in accord with state law and in accord with the permits, certificates and licenses granted by the Minnesota Pollution Control Agency, the County of Dakota, the City of Inver Grove Heights and the City of South St. Paul;
- j.) conditions imposed on development of the Landfill after closure.

**3.2 Landfill Subject To the Host Community Agreement and Amendment No. 1.**

The parties agree that the Landfill is subject to the terms and conditions of the Host Community Agreement and Amendment No. 1. The Landfill shall only be used in a manner that complies with the Host Community Agreement and Amendment No. 1.

This Memorandum Agreement is executed and recorded for the purpose of giving notice of the Host Community Agreement and Amendment No. 1; this Memorandum Agreement is not intended to supersede or vary the terms and conditions of the Host Community Agreement and Amendment No. 1. Nothing contained in this Memorandum Agreement shall be construed to amend, modify, change, alter, amplify, interpret or supersede any of the terms and provisions of the Host Community Agreement and Amendment No. 1, which shall in all things control.

**ARTICLE 4**  
**MISCELLANEOUS**

**4.1 Binding Agreement.** The parties mutually recognize and agree that all terms and conditions of this recordable Memorandum Agreement shall run with the Landfill, and shall be binding upon the parties and the successors and assigns of the parties.

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

**4.3 Governing Law.** This Memorandum Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota.

**4.4 Counterparts.** This Memorandum Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.

**4.5 Recording.** This Memorandum Agreement shall be recorded by Dawnway with the Dakota County Recorder no later than April 1, 2008.

**[The remainder of this page has been intentionally left blank.]**

**IN WITNESS WHEREOF**, the parties have executed this Memorandum Agreement on the day and year first stated above.

**CITY OF SOUTH ST. PAUL**

By: \_\_\_\_\_  
Beth A. Baumann, Mayor

ATTEST:

\_\_\_\_\_  
Christy Wilcox, City Clerk

**CITY OF INVER GROVE HEIGHTS**

By: \_\_\_\_\_  
George Tourville, Mayor

ATTEST:

\_\_\_\_\_  
Melissa Rheume, Deputy Clerk

**FRATTALONE'S DAWNWAY, LLLP**

By: TAN, LLC, the general partner of Frattalone's  
Dawnway, LLLP

By: \_\_\_\_\_  
Nicholas D. Frattalone  
President of TAN, LLC

**This Instrument Drafted By:**  
Timothy J. Kuntz  
LeVander, Gillen & Miller, P.A.  
633 South Concord Street, Suite 400  
South St. Paul, MN 55075

**After Recording, Return To:**  
Timothy J. Kuntz  
LeVander, Gillen & Miller, P.A.  
633 South Concord Street, Suite 400  
South St. Paul, MN 55075



## **EXHIBIT A**

### **Legal Description of Landfill**

The South 825 feet of the Southeast quarter of the Southeast quarter (SE ¼ of SE ¼) of Section Thirty-four (34), Township Twenty-eight (28), Range Twenty-Two (22), lying northwesterly of a line which is parallel with and 40.00 feet northwesterly of the hereinafter described Line A; excepting therefrom one and thirty-one (1.31) hundredths acres used for Cemetery purposes; also excepting therefrom that part of the Southeast quarter of the Southeast quarter (SE ¼ of SE ¼) of said Section Thirty-four (34), described as follows: Beginning at a point 1308.95 feet west and 8.25 feet north of the Southeast corner of said Section Thirty-four (34), thence North 208.71 feet, thence East 208.71 feet, thence South 208.71 feet, thence West 208.71 feet to the place of beginning, said last excepted piece containing one (1) acre.

Also the South 825 feet of Government Lot Eight (8) in Section Thirty-five (35), Township Twenty-eight (28), Range Twenty-two (22) lying westerly of the Chicago, Great Western Railway right of way, and lying northwesterly a line which is parallel with and 40.00 feet northwesterly of the hereinafter described line A; excepting therefrom the following described tract of land, to-wit: Commencing at a point on the south line of Section Thirty-five (35), Township Twenty-eight (28), Range Twenty-two (22), 322 feet east of the southwest corner of said Section, thence east on Section line 533.26 feet to the westerly line of the Chicago, Great Western Railroad right of way, thence northerly 876.22 feet, thence westerly parallel with the section line 565 feet, thence southerly 645.86 feet, thence easterly thirty (30) feet, thence southerly 230.36 feet to beginning, and said excepted lands being within the boundaries of W.F. Krech's 2<sup>nd</sup> Addition to the Village of Inver Grove, Dakota County, Minnesota.

### **LINE A**

Commencing at the southeast corner of the N ½ of the NE ¼ of the NE ¼ of Section 3, T. 27 N., R22 W.; thence westerly along the south line of said N ½ a distance of 222.01 feet to the point of beginning of the line to be described; thence deflect to the right 80 degrees 47 minutes 09 seconds a distance of 131.59 feet, to a point on a 520.87 foot radius, tangential curve, concave to the east; thence northeasterly, along said curve, central angle of 79 degrees 30 minutes 58 seconds, a distance of 722.87 feet; thence northeasterly, tangent to said curve 800.00 feet and there terminating.

### **PARCEL A:**

All of Block 1, excepts Lots 28 through 30 inclusive;  
All of Block 2;  
All of Block 3, except Lot 26;  
All of Block 4, excepts Lots 1, 5 and 6;

All of Block 6, excepts Lots 1 through 6 inclusive, and except that portion of Lots 7 through 9 inclusive lying northerly of the southerly right-of-way line of Poplar Street as now traveled; and except that part of Lot 10, Block 6, Lincoln Park Addition to South St. Paul, according to the recorded plat thereof, lying and being northerly of the northerly line of new Valley Street (as relocated and constructed as of January 2, 1958, from Henry Street in an Easterly direction to Edwards Street); all in Dakota County, Minnesota; and except that part of the southwesterly half of vacated Edwards Avenue as dedicated on the recorded plat of Lincoln Park Addition to South St. Paul lying between the northeasterly extension of the northwesterly and southeasterly lines of Lot 10, Block 6, in said plat, accruing thereto by reason of the vacation.

All of Block 7 and 8;

Lot 1, Block 10;

All that part of the vacated alley in Block 1 lying southerly of the right-of-way of Poplar Street (formerly known as Valley Street; all that part of the vacated alleys in Block 4, except that portion which accrues to Lots 1, 5 and 6 of said Block by reason of said vacation; all that part of the vacated alleys in Blocks 2, 3, 6, 7 and 8; all that part of vacated Charles Avenue between Poplar Street, (formerly Valley Street) and Linden Street, except the portion which accrues to Lot 6, Block 4 by reason of said vacation; all that part of vacated Boston Avenue between Poplar Street (formerly Valley Street) and Linden Street except that portion which accrues to Lot 1, Block 4, by reason of said vacation; all that part of vacated Davis Avenue between vacated Maple Street and Linden Street; and all that part of vacated Maple Street between Henry Avenue and Edwards Avenue;

All in Lincoln Park Addition to South St. Paul, according to the plat thereof now on file and of record in the Recorder's office in Dakota County, Minnesota.

Reservation in the State of Minnesota in trust for the taxing districts concerned, all minerals and mineral rights as to Lots 11, 12, 13, 14, 15, 16, 17, 18, 25 and 26, Block 1; Lots 11, 12, 13, 14, 15, 24, 25, 26, 27, 28, 29 and 30, Block 2;

Lots 1, 2, 3, 12, 13, 14, 15, 23, 24, 25 and 28, Block 3; Lots 9, 10, 11, 16 and 17, Block 4; Lots 8, 9, 10, 11 and 14, Block 6; Lots 1, 2, 3, 4, 5, 6, 13, 14, 15, 25, 26, 27, 28, 29 and 30, Block 7; Lots 7, 10, 13, 14, 17, 18, 19, 20 and 21, Block 8; and Lot 1, Block 10.

**PARCEL B:**

Lot Twenty-six (26) in Block Three (3) of Lincoln Park Addition to South St. Paul, according to the plat thereof on file and of record in the office of the County Recorder in and for Dakota County, Minnesota; excepting all minerals and mineral rights reserved in favor of the State of Minnesota.

**PARCEL C:**

Lots One (1), Two (2) and Three (3) in Block Six (6) of Lincoln Park Addition to South St. Paul, subject to an easement to the Great Lakes Pipe Line Company of Ponca City, Oklahoma, over and across said Lots 1, 2 and 3 in said Block 6; Lots Five (5) and Six (6), Block 6 of Lincoln Park Addition to South St. Paul, excepting that part of Lots 5 and 6, Block 6, lying and

being northerly of the Northerly line of new Valley Street (as relocated and constructed as of January 2, 1958 from Henry Street in an easterly direction to Edwards Street);

That part of vacated Linden Street accruing thereto by reason of the vacation.

All according to the plat thereof on file and of record in the office of the County Recorder in and for Dakota County, Minnesota.

**ADDENDUM NO. 1 TO SECOND AMENDED AND RESTATED  
HOST COMMUNITY AGREEMENT**

**THIS ADDENDUM NO. 1 TO SECOND AMENDED AND RESTATED HOST COMMUNITY AGREEMENT** (Addendum No. 1) is made, entered into and effective this 28<sup>th</sup> day of January 2008, by and among the **City of Inver Grove Heights**, a Minnesota municipal corporation (hereafter referred to as “IGH”), **SKB Environmental, Inc.**, a Minnesota corporation, (hereafter referred to as “SKB”) and **PAB Enterprises of Minnesota, Inc.**, a Minnesota corporation (hereafter referred to as “PAB”). Subject to the terms and conditions hereafter stated and based on the representations, warranties, covenants, agreements and recitals of the parties herein contained, the parties do hereby agree as follows:

**ARTICLE 1**  
**DEFINITIONS**

**1.1 Terms.** The following terms, unless elsewhere specifically defined herein, shall have the following meanings as set forth below.

Unless otherwise provided herein, terms used herein shall have the meanings contained in the Second Amended and Restated Host Community Agreement as defined herein.

**1.2 IGH.** “IGH” means the City of Inver Grove Heights, a Minnesota municipal corporation.

**1.3 SKB.** “SKB” means SKB Environmental, Inc., a Minnesota corporation, and its assigns and successors.

**1.4 PAB.** “PAB” means PAB Enterprises of Minnesota, Inc., a Minnesota corporation, and its assigns and successors.

**1.5 Second Amended and Restated Host Community Agreement.** “Second Amended and Restated Host Community Agreement” means that certain Second Amended and Restated Host Community Agreement among SKB Environmental, Inc., PAB Enterprises of Minnesota, Inc., and the City of Inver Grove Heights, dated July 9, 2007.

**1.6 Landfill.** “Landfill” means that certain real property located in the City Inver Grove Heights, Dakota County, Minnesota, generally referred to as the 117<sup>th</sup> Street Demolition Debris Landfill. The Landfill is legally described on the attached Exhibit A, which is incorporated hereby and made a part hereof

**ARTICLE 2**  
**RECITALS**

**Recital No. 1.** IGH, SKB and PAB are parties to the Second Amended and Restated Host Community Agreement.

**Recital No. 2.** The Second Amended and Restated Host Community Agreement relates to certain real property generally referred to as the 117<sup>th</sup> Street Demolition Debris Landfill (Landfill).

**Recital No. 3.** The parties hereto desire to amend Section 7.01 of the Second Amended and Restated Host Community Agreement.

**ARTICLE 3**  
**AMENDMENT TO SECOND AMENDED AND**  
**RESTATED HOST COMMUNITY AGREEMENT**

**3.1 Amendment of Section 7.01.** The parties agree that Section 7.01 of the Second Amended and Restated Host Community Agreement is amended to read as follows:

**7.01 Host Community Fee.** The Parties acknowledge that PAB and SKB have fully paid the Host Community Fees under the Original HCA and under the First (1<sup>st</sup>) Amended and Restated HCA.

In consideration for the City continuing to serve as the host community to the Landfill, in consideration for ongoing direct and indirect costs associated with the presence and operation of Rich Valley, its related solid waste management units and activities, and its emergency preparedness planning, and in consideration of all other matters as set forth in this Second (2<sup>nd</sup>) Amended And Restated HCA, PAB or SKB under this Second (2<sup>nd</sup>) Amended And Restated HCA shall pay the City the sum of \$16,600 upon execution of this Second (2<sup>nd</sup>) Amended and Restated HCA and PAB or SKB shall in addition pay the City a Host Community Fee (HCF) of \$2,010,000 by making monthly payments of \$30,000 per month for a period of 67 consecutive months, beginning August 1, 2007, or on the first day of the month following the month during which PAB and SKB obtain approval for the horizontal expansion from the County of Dakota and from the MPCA and other regulatory bodies that have to issue a permit for the horizontal expansion, whichever date occurs last, and continuing thereafter with payment to be made on the first day of each month, subject to Section 7.03. No waste shall be placed or deposited in the horizontal expansion area until the first monthly installment of the HCF is paid to the City.

PAB and SKB are jointly and severally responsible for making such payments.

The Parties agree that the HCF shall be the only fee charged by the City for solid waste uses conducted by PAB and SKB, and their affiliates and subsidiaries, except for customary permit fees (e.g., building permits and zoning application fees), utility use fees (e.g., water and sewer bills), fees incident to platting and subdivision (e.g., park dedication fees), real estate taxes, and special assessments for public improvements. Such customary fees shall be nondiscriminatory and comparable to what is charged to others for similar permit, utility and incidental fees. If the City shall be required by law to collect from SKB or PAB an abatement fee or similar landfill fee in addition to the HCF,

the HCF due and owing to the City shall be reduced by an amount equal to the amount of such required abatement fee collected by the City. The Parties acknowledge that if an abatement fee is imposed by law after the HCF has been paid in full, no offset will be available. The City agrees not to impose any abatement fee unless such fee is mandated by law.

The Parties also agree that payment in full of the HCF shall not terminate the Parties' other rights and responsibilities hereunder.

**3.2 Remaining Provisions.** The other and remaining provisions of the Second Amended and Restated Host Community Agreement remain in full force and effect without amendment.

#### **ARTICLE 4** **MISCELLANEOUS**

**4.1 Binding Agreement.** The parties mutually recognize and agree that all terms and conditions of this recordable Addendum No. 1 shall run with the Landfill, and shall be binding upon the parties and the successors and assigns of the parties.

**4.2 Amendment and Waiver.** The parties hereto may by mutual written agreement amend this Addendum No. 1 in any respect. Any party hereto may extend the time for the performance of any of the obligations of another, waive any inaccuracies in representations by another contained in this Addendum No. 1 or in any document delivered pursuant hereto which inaccuracies would otherwise constitute a breach of this Addendum No. 1 , waive compliance by another with any of the covenants contained in this Addendum No. 1 , waive performance of any obligations by the other or waive the fulfillment of any condition that is precedent to the performance by the party so waiving of any of its obligations under this Addendum No. 1 . Any agreement on the part of any party for any such amendment, extension or waiver must be in writing. No waiver of any of the provisions of this Addendum No. 1 shall be deemed, or shall constitute, a waiver of any other provisions, whether or not similar, nor shall any waiver constitute a continuing waiver.

**4.3 Governing Law.** This Addendum No. 1 shall be governed by and construed in accordance with the laws of the State of Minnesota.

**4.4 Counterparts.** This Addendum No. 1 may be executed in any number of counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.

**[The remainder of this page has been intentionally left blank.]**

**IN WITNESS WHEREOF**, the parties have executed this Addendum No. 1 on the day and year first stated above.

**CITY OF INVER GROVE HEIGHTS**

By: \_\_\_\_\_  
George Tourville, Mayor

ATTEST:

\_\_\_\_\_  
Melissa Rheaume, Deputy City Clerk

**SKB ENVIRONMENTAL, INC.**

By: \_\_\_\_\_  
Richard O'Gara, President

**PAB ENTERPRISES OF MINNESOTA, INC.**

By: \_\_\_\_\_  
Its President

## EXHIBIT A

### Legal Description of Landfill

The boundaries of the Landfill within the City of Inver Grove Heights, Dakota County, Minnesota, comprise the following four (4) parcels:

Parcel No. 1. That part of the Southwest Quarter of the Southeast Quarter of Section 33, Township 27, Range 22, Dakota County, Minnesota, lying south of 117th Street and lying westerly of the west right-of-way easement line of the Mobile Oil Corporation pipeline easement, which easement is recorded as Document No. 44156.

Parcel No. 2. That part of the Southeast Quarter of the Southwest Quarter of Section 33, Township 27, Range 22, Dakota County, Minnesota, lying south of 117th Street and lying easterly of the east right-of-way line of the Chicago Rock Island and Pacific Railroad.

Parcel No. 3. The North 500 feet of the East 1380 feet of the South Half of the Southwest Quarter of Section 33, Township 27, Range 22, Dakota County, Minnesota, lying westerly of the westerly right-of-way of the Chicago Rock Island & Pacific Railroad.

Parcel No. 3 shall be used only for stormwater ponding

Parcel No. 4. **(insert legal description of expanded area)**

The boundaries of the Landfill within the City of Rosemount, Dakota County, Minnesota comprise the following parcel:

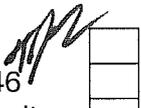
(insert legal description of Landfill in Rosemount)

**CITY OF INVER GROVE HEIGHTS**

**REQUEST FOR COUNCIL ACTION**

**County Road 28 Alignment – East of Highway 3**

Meeting Date: January 28, 2008  
 Item Type: Regular  
 Contact: Thomas J. Link: 651-450-2546  
 Prepared by: Tom Link, Director of Community Development  
 Reviewed by: N/A



**Fiscal/FTE Impact:**

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

**PURPOSE/ACTION REQUESTED**

The City Council is to consider approving a Resolution Adopting the Recommended Alignment of County Road 28 East of Trunk Highway 3.

**SUMMARY**

For more than a year, the County and City have been working with the Minnesota Department of Transportation, area property owners, and developers to determine the future alignment of County Road 28, east of Highway 3. The current alignment raises safety and operational concerns because of its curve and its proximity to the Highways 3/55 interchange. The current alignment also does not work for the proposed MGT Development. The realigned county road would not be constructed until development occurs on the east side of Highway 3.

Many alignments were developed and analyzed through a public process. Though all parties directly impacted by this issue have been involved, not all parties have been able to agree to a preferred alignment. Therefore, the recommended alignment will represent a balance of diverse needs of all parties with compromises by all parties.

It is necessary to determine the alignment at this time because of its impacts on the MGT development, possible development proposals on the east side of Highway 3, the proposed Malensek conservation easement, and property owners' plans. The County Board will be considering the County Road 28 alignment on February 12.

Notices of the City Council's meeting were sent to 30 affected property owners and developers. Brian Sorenson of Dakota County will be prepared to make a presentation on Monday evening.

Enc: Resolution  
 Maps (4)  
 Alignment Alternative Matrix

cc: Brian Sorenson, Dakota County

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

**RESOLUTION NO. \_\_\_\_\_**

**RESOLUTION ADOPTING RECOMMENDED ALIGNMENT FOR COUNTY ROAD 28  
EAST OF TRUNK HIGHWAY 3**

**WHEREAS**, in 2000, Dakota County and Inver Grove Heights identified the need for a connection of County Road 28 from Trunk Highway 149 to Trunk Highway 3; and

**WHEREAS**, growth and development in the Northwest Area of Inver Grove Heights is expected to result in increased traffic on County Road 28 and on Trunk Highway 3; and

**WHEREAS**, the current configuration of the intersection of County Road 28 and Trunk Highway 3 is expected to experience safety and operational issues when a full connection to County Road 28 is made, and as traffic volumes grow; and

**WHEREAS**, impending development in the area of this intersection could limit County and City options for addressing future safety and operational issues at the intersection; and

**WHEREAS**, the County has been in discussions with area property owners regarding a potential Farmland and Natural Areas Program natural area conservation easement that could limit the options for addressing future safety and operational issues at the intersection; and

**WHEREAS**, representatives of Dakota County, the City of Inver Grove Heights, and the Minnesota Department of Transportation have participated in a study of potential solutions to these intersection issues; and

**WHEREAS**, the study process involved the public through public open houses and individual property owner meetings; and

**WHEREAS**, it is the County's intent to construct this realignment in partnership with the City of Inver Grove Heights at the time development adjacent to the recommended alignment occurs;

**NOW, THEREFORE, BE IT RESOLVED THAT THE CITY COUNCIL OF THE CITY OF INVER GROVE HEIGHTS**, hereby adopts the recommended alignment for County Road 28 east of Trunk Highway 3, as presented to the City Council on January 28, 2008.

Adopted by the City Council of Inver Grove Heights this \_\_\_\_\_ day of \_\_\_\_\_, 2008.

AYES:

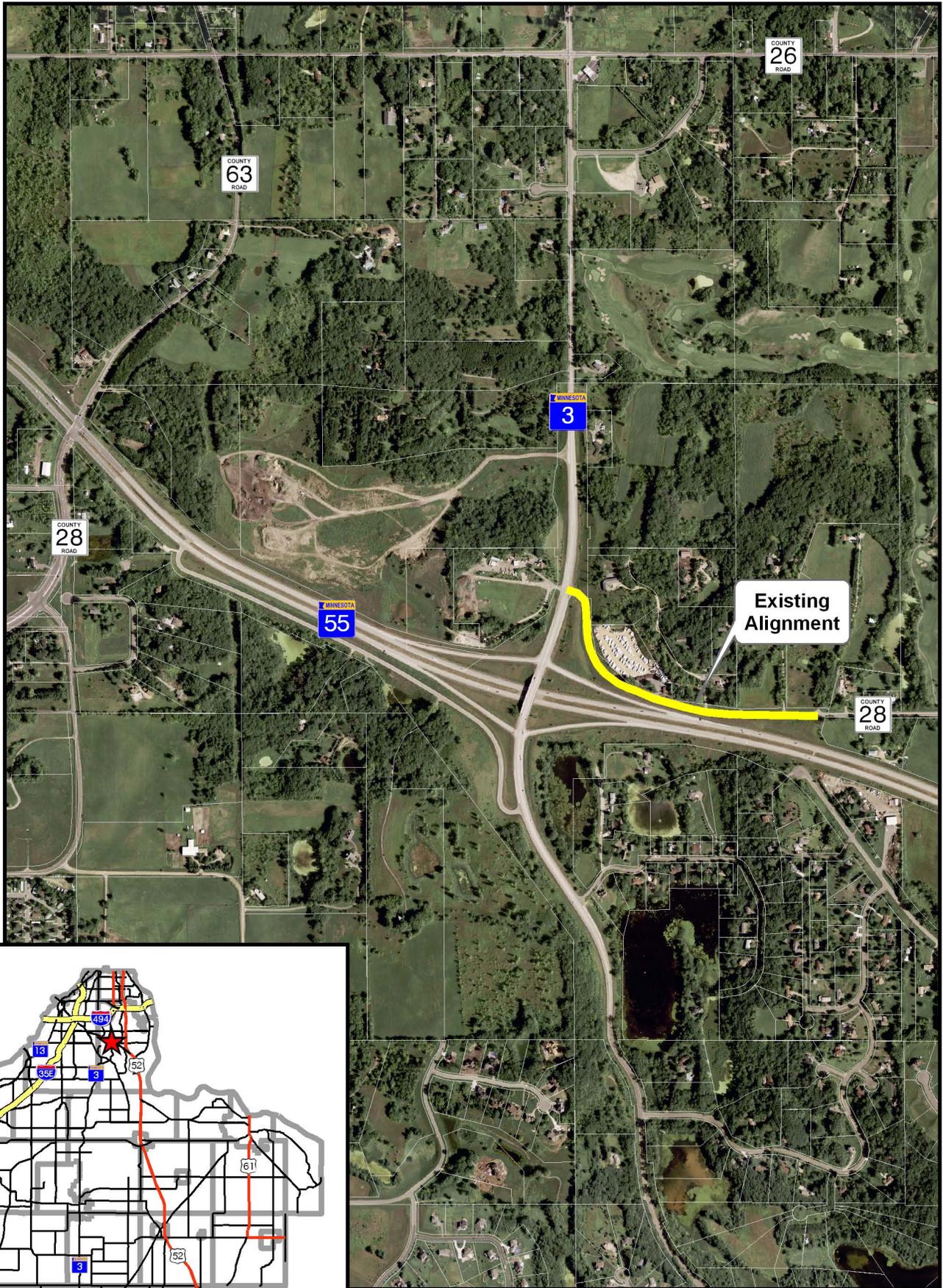
NAYS:

\_\_\_\_\_  
George Tourville, Mayor

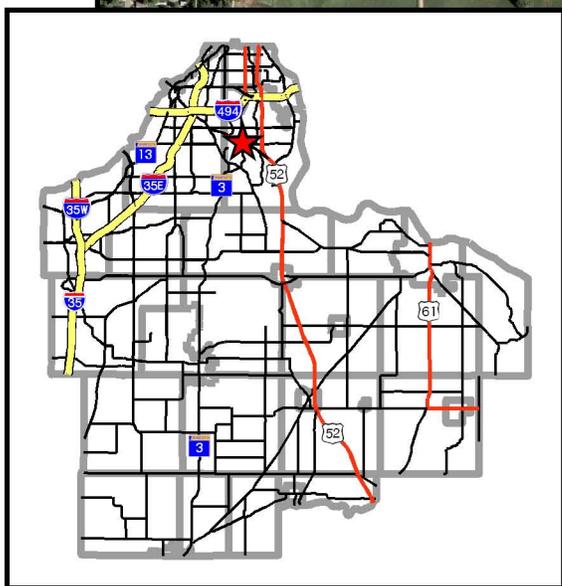
ATTEST:

\_\_\_\_\_  
Melissa Rheaume, Deputy Clerk

Prepared by Dakota County GIS for Dakota County Transportation

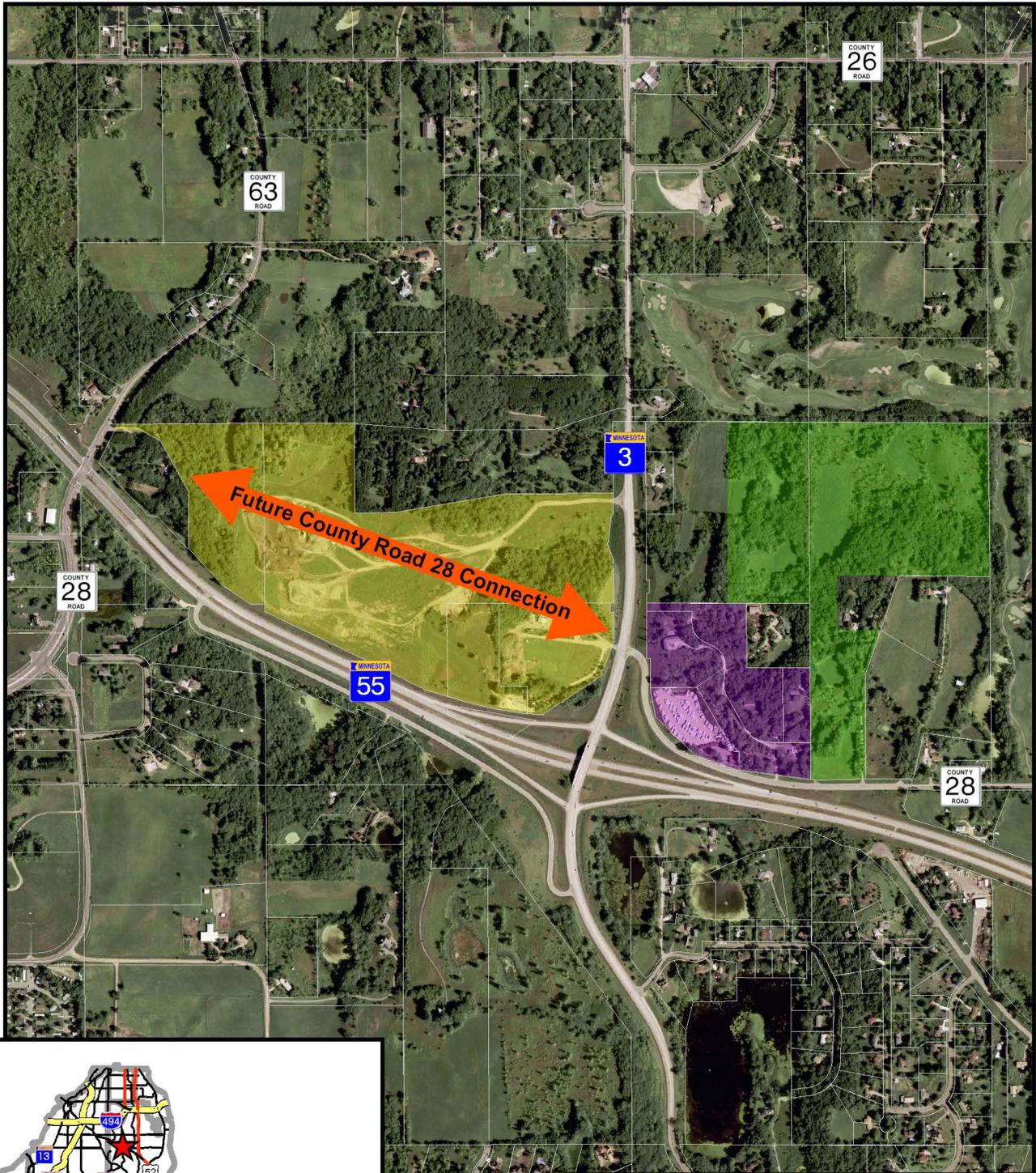


Existing Alignment



County Road 28 Location

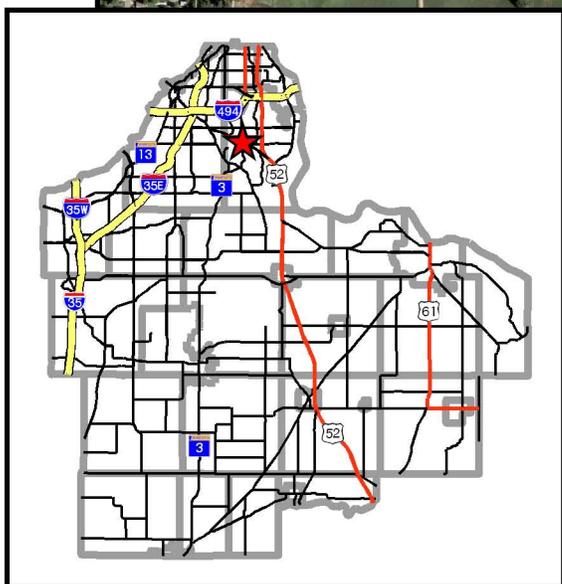
Prepared by Dakota County GIS for Dakota County Transportation



### Study Area

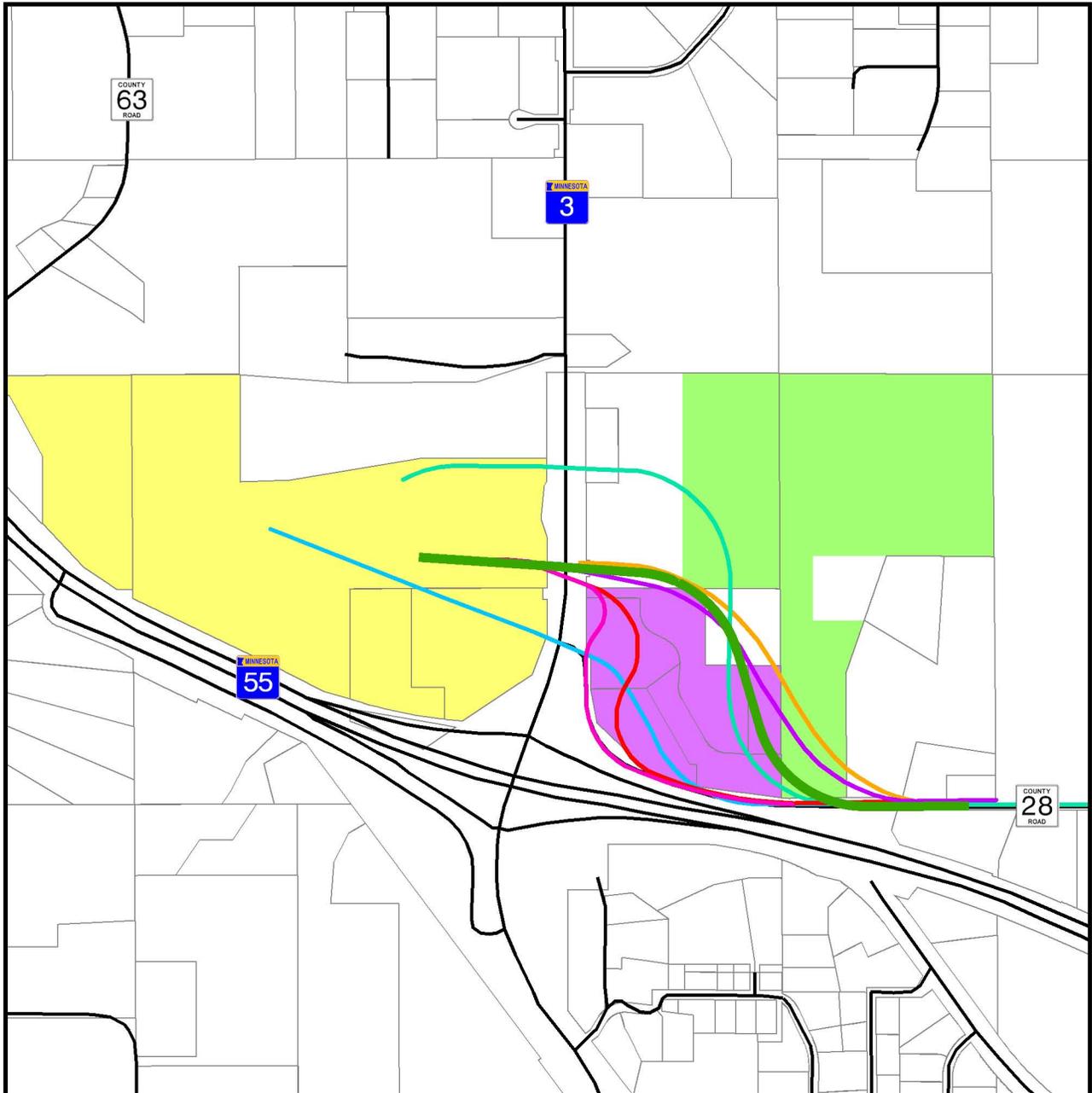
-  Potential Natural Area Easement
-  Proposed McGough Development
-  Possible Redevelopment\*

\* Requires City Comprehensive Plan Change



County Road 28 / Trunk Highway 3 Emerging Issues

Prepared by Dakota County GIS for Dakota County Transportation



**Alignment Options**

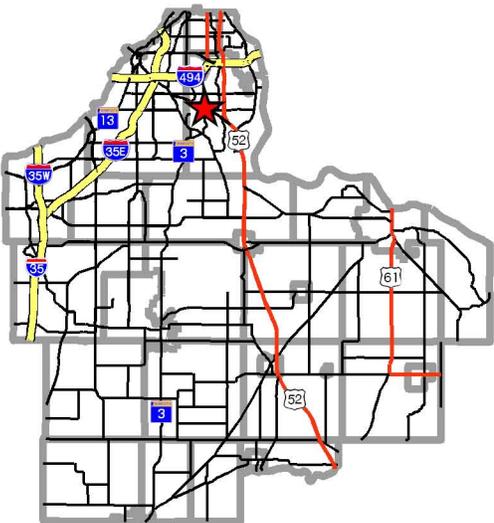
- Option A
- Option B1
- Option B2
- Option B3
- Option C
- Option D
- Recommended

**Study Area**

- Potential Natural Area Easement
- Proposed McGough Development
- Possible Redevelopment\*

\* Requires City Comprehensive Plan Change

**County Road 28 Alignment Options**

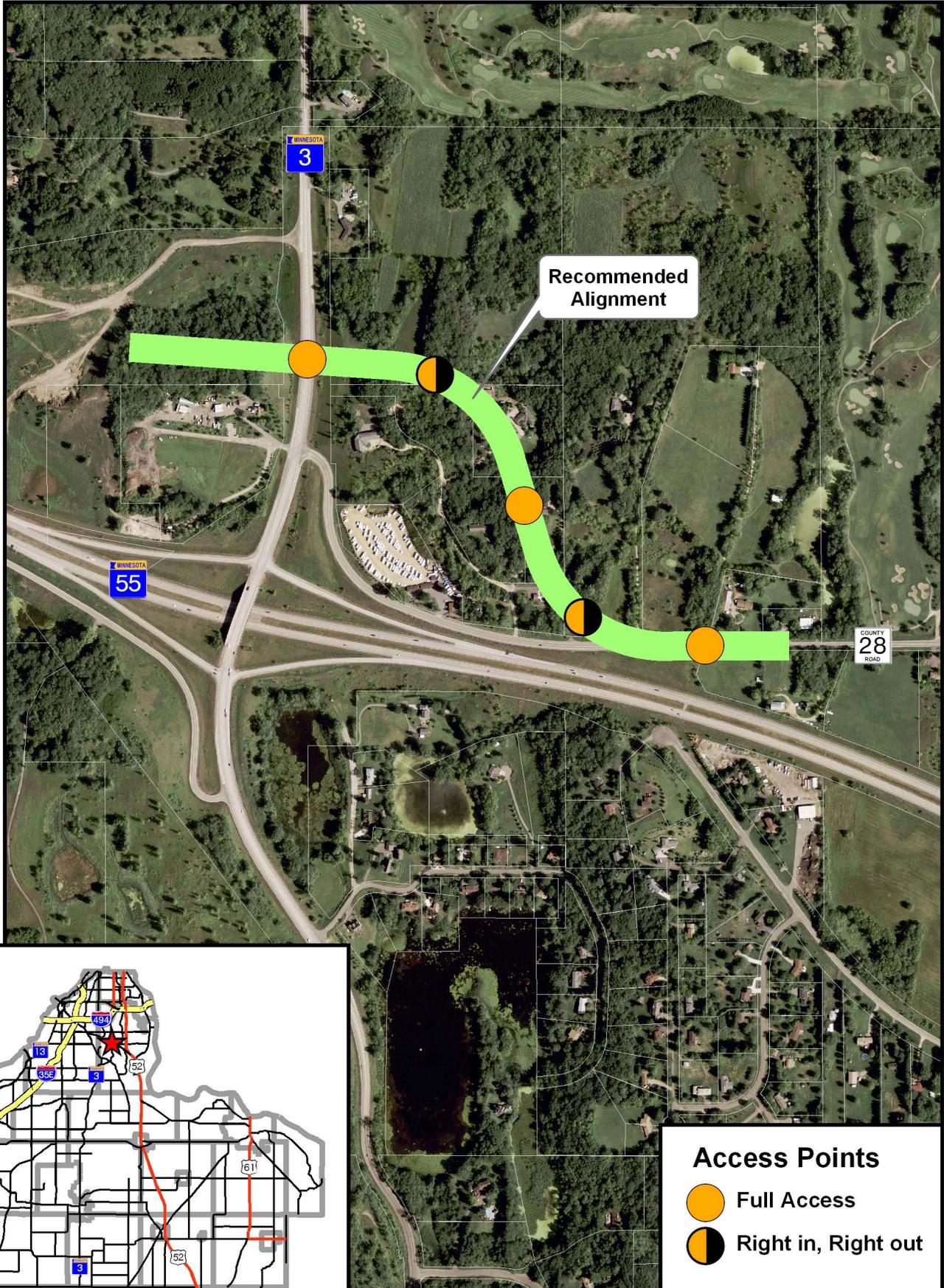


CH 28 @ TH 3 - Alignment Alternative Matrix

CRITERIA	DESCRIPTION / RATING	A	B-1	B-2	B-3	C	D	Recommended Alignment
Transportation	Roadway System Efficiency	-	-	+	-	+	+	+
	Roadway Safety: Site Distance	-	-	+	-	+	-	+
	Safety: Approach Grades - TH 3	+	-	-	-	-	+	-
	Safety: Approach Grades - CSAH 28	+	-	-	+	-	-	-
	Access Spacing	-	0	+	0	+	+	+
	Roadway Phasing	+	0	0	0	0	0	0
	Accommodates Future Traffic	-	+	+	+	+	+	+
Environment	Stormwater Management	0	+	+	+	+	-	+
	Wetland Impacts	0	0	-	0	-	0	+
	Protects Contiguous Open Space	-	0	0	0	0	0	0
	Minimizes New Roadway	+	+	0	+	0	-	0
	Reduces Grading Requirements	+	-	-	0	-	-	-
Wildlife Movement								
Land Owners	Land Use / Developability	-	0	+	0	+	-	0
	Timing	+	0	0	0	-	-	0
	Safe and Convenient Access	0	-	+	0	0	0	+
	Severance	-	-	0	+	-	-	0
	Other Issues?							
Financial	Right of Way Requirements	+	0	0	0	-	-	0
	Improvement Costs	+	+	0	+	0	-	0
	New Utility Efficiencies	-	0	0	0	0	+	0
Policy/Plan Consistency	City - Comprehensive Plan	-	+	+	+	+	0	+
	West side (east needs amendment)							

Rating Legend: + Meets criteria better than most other Scenarios  
 0 Neutral compared to other Scenarios  
 - Does not meet criteria as well as other Scenarios

Prepared by Dakota County GIS for Dakota County Transportation



**Access Points**

-  Full Access
-  Right in, Right out

Recommended County Road 28 Alignment

**CITY OF INVER GROVE HEIGHTS**

**REQUEST FOR COUNCIL ACTION**

**MGT DEVELOPMENT;** Consider the following action for property located on the north side of Highway 55 and west of Highway 3;

Meeting Date: January 28, 2008  
 Item Type: Regular Agenda  
 Contact: Allan Hunting 651.450.2554  
 Prepared by: Allan Hunting, City Planner  
 Reviewed by:

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

**PURPOSE/ACTION REQUESTED**

- a) Consider a Resolution reaffirming the approval of the **Preliminary Plat** of Argenta Hills, a seven (7) lot and seven (7) outlot plat located at the northwest corner of Hwy 55 and Hwy 3.
  - Requires 3/5th's vote.
  - 60-day deadline: February 1, 2008 (extended by the applicant)

**SUMMARY**

The City Council approved the request for a rezoning, preliminary PUD plan and preliminary plat for the Argenta Hills project on October 22, 2007. It was recently discovered that the incorrect mailing list was used to notify surrounding property owners. Upon review with the City Attorney, it was determined that the lack of a proper mailing notice affected only the preliminary plat process and did not affect the actions of the rezoning and preliminary PUD development plans. In order to correct the problem, it was determined that a supplemental public hearing should be held with the Planning Commission to provide the public with the opportunity to speak on the matter. A new public hearing notice was mailed to 20 property owners advertising a supplemental public hearing with the Planning Commission on December 4, 2007.

The supplemental hearing was held on December 4. There were three members of the public in attendance at the meeting, two spoke. Mr. Scott Edgerton spoke, but did not raise any issues. Bill and Debbie Strehle (7482 Argenta Trail) and their attorney, Mr. Johnson, spoke on the matter. They raised concerns regarding the proposed temporary road that would connect the end of Co Rd 28 to Argenta Trail. They raised concerns regarding proximity of the road to their home and the added noise of vehicle traffic. Staff indicated the temporary road was recommendation by Staff to achieve two ways in and out of the development until the Co Rd 28/Hwy 55/Argenta Trail intersection and alignment is determined and new roads constructed. Greg Munson, MGT Development, also spoke and indicated their desire to have the road for traffic flow.

The Planning Commission discussed the issue and suggested that the temporary road be eliminated since it was an issue with a neighboring property owner and a city recommendation and not a code requirement. The Planning Commission also raised the issue of the 20 foot building separation requirement of the Northwest Area Overlay District and felt the development should be required to comply with this requirement. The City Council previously approved the developers request to vary from this requirement and allow 10 foot building separations in the residential neighborhoods. The Planning Commission made a motion to reaffirm their original recommendation to the Council including 43 conditions and with the elimination of condition #23 which required the temporary road connection to Argenta Trail. The motion failed on a 3-4-1

vote. No further motions were made. The Planning Commission therefore is forwarding the item to the City Council without recommendation.

Since the Planning Commission meeting, Mr. Greg Munson has indicated he has had phone conversations with the Strehle's attorney regarding resolving the screening issues for the temporary road connection to Argenta Trail. Mr. Munson indicated they have not been able to come to an agreement on how to address landscaping along the temporary road. Therefore, the request continues to be presented as originally submitted.

Attachments: Resolution reaffirming Council action approving the preliminary plat of Argenta Hills  
Resolution #07-201 approving preliminary plat and preliminary PUD plans  
Preliminary Plat of Argenta Hills  
Site Plan of Argenta Hills  
Memo to Planning Commission  
Planning Commission minutes from December 4  
Original Planning Report dated October 11, 2007

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

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION REAFFIRMING PRELIMINARY PLAT APPROVAL OF ARGENTA  
HILLS**

**CASE NO. 07-38PUD  
(MGT Properties)**

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

**SEE EXHIBIT A**

**WHEREAS**, a public hearing concerning the preliminary plat was held before the Inver Grove Heights Planning Commission on September 18 and October 16, 2007;

**WHEREAS**, on October 22, 2007, the City Council reviewed the request and approved the Preliminary Plat with 46 conditions as Resolution #07-201;

**WHEREAS**, after the City Council approval, it was discovered that an incorrect mailing list was used for the public mailing of notice to neighboring properties within 350 feet of the site;

**WHEREAS**, City Code Section 510 (Subdivision Code) requires a notice to be mailed to property owners within 350 feet of the subject property;

**WHEREAS**, a new public hearing notice was mailed to property owners within 350 feet of the subject property for a supplemental public hearing with the Planning Commission to provide the public with an opportunity to speak on the matter;

**WHEREAS**, a public hearing concerning the supplemental hearing for the preliminary plat was held before the Inver Grove Heights Planning Commission on December 4, 2007;

**NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS that,** after taking testimony from the public and reviewing the Planning Commission minutes and action, the City Council hereby reaffirms the Preliminary Plat approval for the plat of Argenta Hills subject to the same conditions listed in Resolution #07-201

Passed this 28th day of January, 2008.

AYES:

NAYS:

\_\_\_\_\_  
George Tourville, Mayor

ATTEST:

\_\_\_\_\_  
Melissa Rheame, Deputy Clerk

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

**RESOLUTION NO. 07-201**

**A RESOLUTION APPROVING A PRELIMINARY PLAT AND PRELIMINARY PUD  
DEVELOPMENT PLAN FOR A SEVEN (7) LOT AND SEVEN (7) OUTLOT SUBDIVISION  
AND AN APPROXIMATELY 410,000 SQUARE FOOT RETAIL AND 154 UNIT  
RESIDENTIAL DEVELOPMENT**

**CASE NO. 07-38PUD  
(MGT Properties)**

**WHEREAS**, a preliminary plat and preliminary PUD development plan application has been submitted to the City for property legally described as;

**SEE EXHIBIT A**

**WHEREAS**, a public hearing concerning the preliminary plat and preliminary PUD development plan was held before the Inver Grove Heights Planning Commission in accordance with Minnesota Statutes, Section 462.357, Subdivision 3 on September 18 and October 16, 2007;

**NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS that**, the Preliminary Plat and Preliminary PUD development plan for a Seven (7) lot and Seven (7) outlot plat and approximately 410,000 square foot retail and 154 unit residential development is hereby approved subject to the following conditions:

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

Preliminary Plat	10/12/2007
Preliminary Site Layout Plan	6/25/2007
Preliminary Grading and Drainage Plan	6/25/2007
Preliminary Overall Utility Plan	6/25/2007

Preliminary Landscape Plan	6/25/2007
Preliminary Tree Inventory and Preservation Plan	6/25/2007
Building Elevations	6/25/2007
Trail Plan	6/25/2007
Signage Location Site Plan	10/11/2007
Open Space Plan	6/25/2007
Development Capacity Plan	6/25/2007
Preliminary Phasing Plan	6/25/2007
Trails, Walks and Green Framework Plan	6/25/2007
Roadway and Trail Plan	6/25/2007
East-West Pedestrian Connection	6/25/2007
Concept Signage Sketches	9/17/2007
Main Street - Argenta Perspective Sketch	
Target View Perspective Sketch	
Commercial Buildings Schematic Elevations	8/7/2007
Argenta Hills Design Guidelines Outline	
Design Features (9 sheets)	6/25/2007
Overall Stormwater Plan (2 sheets)	
Stormwater Details (3 sheets)	
Grading and Drainage Plans (9 sheets)	6/25/2007
Landscape Plans (8 sheets)	6/25/2007
Residential Lot Design Layout (3 sheets)	9/25/2007

2. Prior to final plat and plan approval, the final grading, drainage and erosion control, and utility plans shall be approved by the Director of Public Works.
3. Drainage and utility easements shall be provided on the final plat as required by the Director of Public Works.
4. The ownership of all of the natural area/open space be owned in private ownership by the property owner. A conservation easement shall be required by the City restricting the use of the open space.
5. All rooftop equipment shall be completely screened from view from the public streets. Screening materials shall be compatible with the building's overall design. If the mechanical equipment is found to be visible after construction, the applicant shall provide screening subject to the approval of the City.
6. Park dedication shall consist of a cash contribution in the amount of the rates in effect at the time the final plat is approved.
7. All parking lot and building lighting on site shall be a down cast "shoe-box" style and the bulb shall not visible from property lines. The design of the fixtures shall be subject to further staff review prior to final plan approval.

8. All plans shall be subject to the review and approval of the Fire Marshal.
9. The approval of the preliminary Plat and PUD development plans are subject to the review and comment from MnDOT and Dakota County.
10. Prior to execution of the plat by the City and prior to recording of the plat with the County, the Owner shall execute a Storm Water Facilities Maintenance Agreement with the City whereby the Owner of Outlots B through F and Lots 1-4, Block 1 and Lots 1-3, Block 2 shall be responsible for the maintenance of storm water improvements on such lots.
11. The Agreement shall provide that the following storm water improvements shall be maintained by the following entities; in instances where the City is not responsible for maintenance of the storm water improvements, the City shall nonetheless have the right to repair, maintain and replace the improvements if the responsible party does not fulfill its responsibility and the City shall have the right to charge the costs to the responsible party and impose the charges on the property if the responsible party fails to pay the costs.

<b>Type of Storm Water Improvement</b>	<b>Location of Storm Water Improvement</b>	<b>Responsible Party</b>
Regional ponds	East side (SP 8, SP 17, SP22)	City of IGH
Infiltration basins	Throughout Site	Developer
Rain Gardens	Throughout Site	Developer

12. Prior to execution of the plat by the City and prior to recording of the plat with the County, the Owner shall execute a Boulevard Maintenance Agreement with the City whereby the owner of the lots shall be responsible for the maintenance of boulevard improvements on such lots; the City shall nonetheless have the right to repair, maintain and replace the improvements if the responsible party does not fulfill its responsibility and the City shall have the right to charge the costs to the responsible party and impose the charges on the property if the responsible party fails to pay the costs.
13. Prior to execution of the plat by the City and prior to recording of the plat with the County, the Owner shall execute a Conservation and Open Space Easement over portions of Outlot F. The easement shall provide that the area must be retained in a natural and scenic state with no removal of vegetation and no mowing of the vegetation except to the extent identified in the easement. The vegetation management practices, such as vegetation removal and vegetation mowing, shall be subject to approval of the City's Planning Department before the final plat. The easement shall be in favor of the City and enforceable by the City. Implementation of the vegetation management plan shall be the responsibility of the developer. In instances where the City is not responsible for maintenance, the City shall nonetheless have the right to maintain the Conservation and Open Space Easement if the responsible party does not fulfill its responsibility and the City shall have the right to charge the costs to the responsible

party and impose the charges on identified property in the plat if the responsible party fails to pay the costs.

14. Prior to execution of the plat by the City and prior to recording of the plat with the County, the Developer must pay the City utility plat connection fees consisting of a Water Utility Fee, Sanitary Sewer Utility fee and Storm Water Sewer Utility fee according to the formulas adopted by city ordinance.
15. In the Development Contract, the Developer and Owner shall acknowledge that at the time the building permits are obtained additional connection fees for the water utility system and sanitary sewer utility system are due and owing.
16. In the Development Contract, the Developer and Owner shall agree that the following elements of the Planned Unit Development shall not be altered, changed or removed without first obtaining the following consents:

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

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

21. The City is in the process of planning or constructing sanitary sewer and water trunk lines to provide trunk service for the platted area. The Developer is responsible for constructing the lateral lines and the service lines. The Development Contract shall provide that the Developer and Owner release and hold the City harmless from any claim resulting from the delay in completing construction of the City trunk utility lines.
22. All private streets shall be maintained by the Home Owners Association.
23. A temporary street connection between the proposed CSAH 28 to the existing Argenta Trail shall be required to be constructed by the developer as part of the plat approval.
24. Prior to City Council review of the final PUD development plans, a second access to the town home development shall be provided based on the Fire Marshall's comments. This access shall include a drop curb and minimum 12' wide heavy duty asphalt surface.
25. Prior to City Council review of the final PUD development plans, Architectural elevations of the smaller commercial buildings shall be provided along with a design guidelines manual controlling architecture and site design for the district.
26. Prior to City Council review of the final PUD development plans, the plans shall be modified such that visitor parking shall be accommodated in the single family and town home neighborhoods.
27. Prior to City Council review of the final PUD development plans, the landscape plan shall be modified to identify quantities of plant materials proposed for verification of code compliance.
28. Prior to City Council review of the final PUD development plans, a reforestation plan shall be provided indicating the location of a replacement trees on site in addition to the landscaping requirements described by the ordinance.
29. Prior to City Council review of the final PUD development plans, wetland buffers shall be provided around the perimeter of all wetlands. The developer shall describe the proposed seed mix, installation and erosion control measures for the buffer areas on the landscape plan.
30. All signage for the proposed Lot 1, Block 1 and all future proposed development shall be subject to review and approval by the City.
31. Prior to City Council review of the final PUD development plans, a noise assessment of the proposed development from the major roadways (State and County) including Highway 55, Robert Street and the proposed CSAH 28 shall be required. This analysis should outline areas of concern and detail mitigation strategies for reducing noise pollution on site.

32. All residential construction shall conform to the noise mitigation measures as defined in the Airport Noise Abatement Overlay District, Section 515.80. Subd. 34 of the City Code.
33. Prior to City Council review of the final PUD development plans, a complete traffic study shall be required addressing the main intersections with county and state roads. This report will be subject to City, County and MNDOT approval.
34. Prior to City Council review of the final PUD development plans, the Developer must demonstrate how grading of the custom lots, streets and retaining walls function for the long term, realizing the development of individual lots and construction timing.
35. Prior to City Council review of the PUD development plans, the Developer must demonstrate how the trail system can be graded through the open space area. Benches for proper trail widths and cross culverts for drainage shall be designed and implemented into the grading and drainage plans and shall respond to the stormwater ponding and infiltration network.
36. Prior to City Council review of the final PUD development plans, the Developer must respond to all of the comments of the Emmons and Olivier memorandum.
37. Prior to City Council review of the final PUD development plans, the applicant must supply documentation of any archeological significant areas within the project boundaries. The proposed development plans must respond to any findings on the site.
38. Any contaminated sites or old dump sites must be addressed in compliance with Dakota County and MPCA rules before permits are issued. Specific details of any clean up to be addressed in the development contract.
39. The private streets shown at 24' in the custom single family and small lot single family neighborhoods and in the townhouse neighborhood do not allow for on-street parking. If no other guest parking areas are being provided within these neighborhoods, these streets shall be modified to 28' width to accommodate parking on one side of the street.
40. Street lighting shall be required within the single family neighborhoods and along all public streets. The street lighting plans shall be approved by the City and Dakota County or MnDOT where appropriate prior to installation.
41. Separate trail easements shall be granted to the City for the trail system through the development. The City shall be responsible for the maintenance of the trail and trail easement area.
42. The boundaries of the designated natural area/open space and conservation easement areas shall be clearly delineated on the approved final PUD plans and shall be clearly marked and delineated in the field before grading begins and after final grading is completed with signage approved by the City.

43. The developer shall provide signage indicating future commercial development on the commercial outlots with construction of the first phase of development.
44. The re-platting of Outlot F shall be consistent with the approved preliminary PUD development plans dated 6/25/07 unless a revised plan has been approved by the City Council. All conditions, restrictions, covenants, contributions and dedications must occur at time of re-platting Outlot F. This provision shall be included in the approved and recorded development contract.
45. At the time the City signs the plat, the owner must fully pay the City of Inver Grove Heights for all planning, engineering review and legal fees that have been incurred up to the date the City signs the final plat, and the owner must further escrow with the City an amount determined by the City of Inver Grove Heights for future planning and engineering review fees and for legal fees, except for such fees as may already otherwise be taken into account in the calculations or engineering inspection escrow made a part of the Development Agreement. Further, at the time the City signs the final plat, the owner must pay the City the fees prescribed by the ordinance (to be enacted prior to final plat) to defray the costs incurred by the City in preparation of the planning studies, engineering analysis, storm water analysis, environmental review, alternative urban areawide review, natural resource inventory and transportation modeling as such studies, analysis, reviews, inventories and modeling relate to the review, investigation and administration of the owner's applications.
46. The trails shall be installed at time of first phase of residential development.

Passed this 22nd day of October, 2007.

AYES: 5

NAYS: 0

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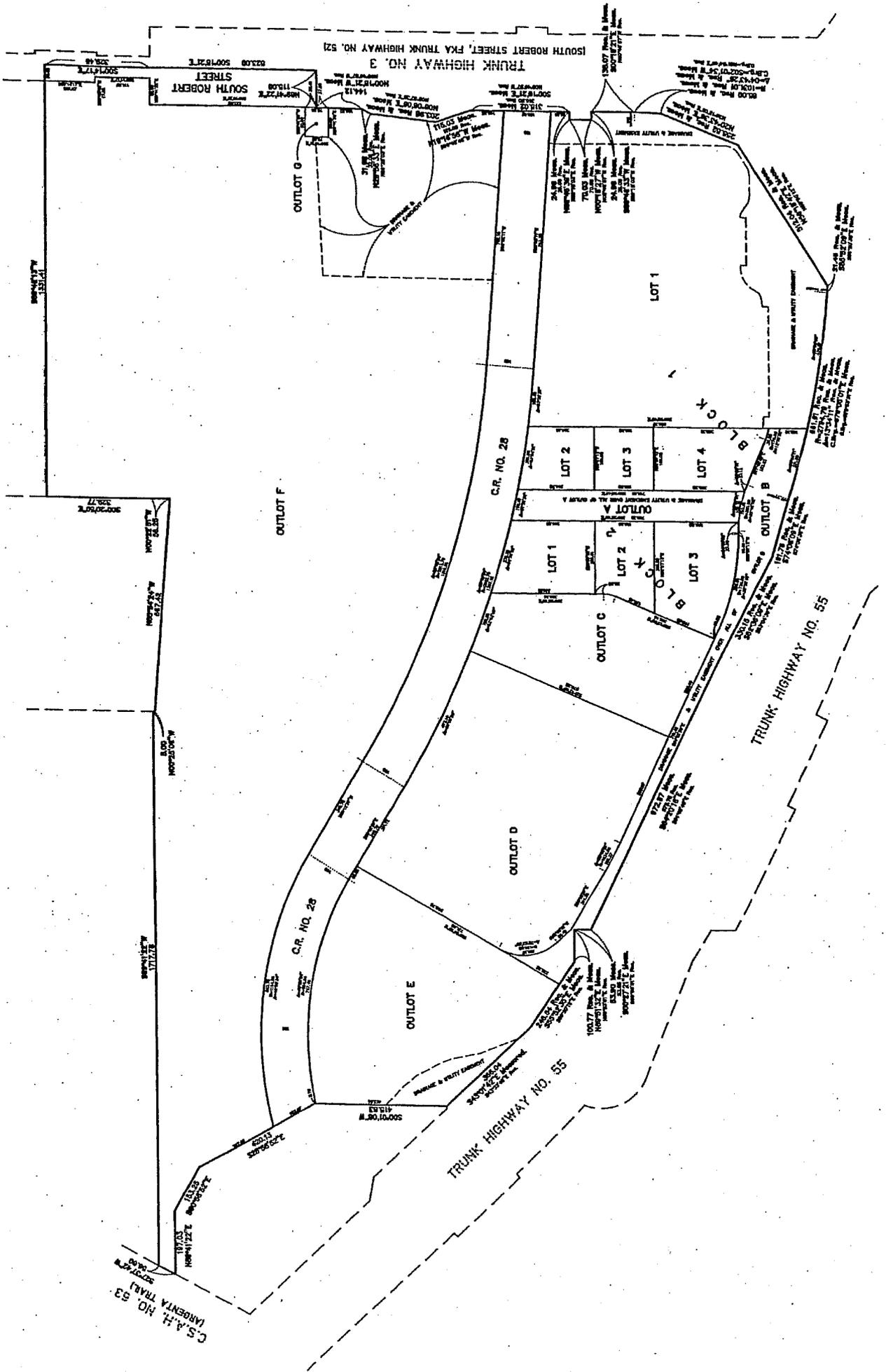
George Tourville, Mayor

ATTEST:

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Melissa Rheume, Deputy Clerk

# Preliminary Plat of Argenta Hills





## MEMO

### CITY OF INVER GROVE HEIGHTS

**TO:** Planning Commission  
**FROM:** Allan Hunting, City Planner  
**DATE:** November 29, 2007  
**SUBJECT:** MGT Development, Inc. - Preliminary Plat Supplemental Hearing

#### **BACKGROUND**

It was recently discovered that the incorrect list of property owners was used for the mailing of the MGT - Argenta Hills public hearing. The mailing went out to the list of subject property owners, but not to those within 350 feet as required by the Subdivision Ordinance.

Upon review with the City Attorney, it was determined that the lack of proper mailing did not affect the actions for the Rezoning and Preliminary Planned Unit Development Plan requests. The preliminary plat, however, was not processed in compliance with city ordinance.

The Planning Commission reviewed the application over two meetings on September 18, 2007 and October 16, 2007. Staff did receive a phone call inquiry from one of the surrounding property owners and some of the surrounding property owners did attend the public hearing. Based on the attendance at the meetings plus inquiries, Staff had no reason to suspect any problems with the process. The City Council approved all the requests on October 22, 2007.

The issue at hand is that the public participation process spelled out in the Subdivision Ordinance was not fully adhered to. The Ordinance requires that notice be mailed to properties within 350 feet of the subject site. A total of 20 properties are located within 350 feet of the site. Only four notices were mailed. In order to provide the public with an opportunity to speak on the matter, a supplemental hearing is being held.

The action in front of the Planning Commission is for the Preliminary Plat only. The review and comment are therefore limited only to the preliminary plat, as attached. The approvals of the zoning and preliminary PUD development plans have been approved following correct procedures and therefore are not subject to any additional conditions or recommendations.

#### **ACTION**

If the proposed request is found to be acceptable, the action by the Planning Commission would be to reaffirm their recommendation of approval of the Preliminary Plat of Argenta Hills subject to the 43 conditions included in the original recommendation of approval.

Attachments: October 11, 2007 Planning Report  
Resolution of Preliminary Plat approval (by City Council on October 22, 2007)  
Preliminary Plat  
Site Plan

**RECOMMENDATION TO  
CITY OF INVER GROVE HEIGHTS**

**TO:** Mayor and City Council of Inver Grove Heights  
**FROM:** Planning Commission  
**DATE:** December 4, 2007  
**SUBJECT:** MGT DEVELOPMENT – CASE NO. 07-38PA

**Reading of Public Notice**

Commissioner Simon read the public hearing notice to hold a supplemental public hearing for MGT Development to address the issue of insufficient mailed notice for a commercial and residential plat, and any additional comments related to the plat of Argenta Hills, a Preliminary Plat consisting of seven lots and seven outlots, for the property located on the north side of Highway 55 and west of Highway 3. 20 notices were mailed.

**Presentation of Request**

Allan Hunting, City Planner, explained the request as detailed in the report. He advised that the incorrect list of property owners was inadvertently used for the mailing of the MGT public hearing. Upon review with the City Attorney, it was determined that the lack of proper mailing did not affect the actions for the rezoning and preliminary PUD development plan requests. The preliminary plat, however, was not processed in compliance with city ordinance. Therefore the action in front of the Planning Commission is for the preliminary plat only. Mr. Hunting advised that the seven lot, seven outlot plat being reviewed tonight was the same as the plat previously seen by the Planning Commission. He noted that at the request of the developer the outlot north of the proposed CSAH 28 is one large outlot which will be replatted once internal road circulation and connections to the properties to the north have been determined. On behalf of staff Mr. Hunting apologized for making the error in mailing.

Chair Bartholomew asked if the Commission was being asked to reaffirm their previous action taken with the original conditions or if they were basing their recommendation on the 46 conditions approved by City Council.

Mr. Hunting stated they had the option of reaffirming either their original recommendation of approval or that which was ultimately adopted by City Council.

Chair Bartholomew stated perhaps it would be more appropriate to reaffirm what was previously passed with the original 41 conditions.

Mr. Hunting pointed out that the Planning Commission previously added two conditions of approval for a total of 43 conditions of approval.

Commissioner Simon asked if Council removed the condition added by the Planning Commission requiring a 20 foot separation between homes, to which Mr. Hunting replied in the affirmative.

Commissioner Simon stated she would like to recommend the width of the trails be changed in certain areas and asked if it would be more appropriate to address that further on in the

process.

Mr. Hunting advised it would, and noted that the only areas that would be dealt with in the first phase were the commercial areas.

Chair Bartholomew asked if the separation issue applied to the preliminary PUD rather than the preliminary plat, to which Mr. Hunting replied in the affirmative.

Commissioner Wippermann asked if the rezoning required a 350 foot mailing.

Mr. Hunting advised that State statute states that a rezoning requires a published notice, but requires a mailing only for properties of five acres or less. He added that the City ordinance requires a published notice, but includes language stating that failure to mail notice does not invalidate the hearing.

Commissioner Roberts recommended that the Commission base their action on the document approved by City Council (Resolution 07-201).

Commissioner Gooch questioned why an issue as important as the 20 foot separation would not be applicable to this request, especially since other issues such as street lighting, street widths, etc. were included in the conditions of approval.

Mr. Hunting stated that the 20 foot separation requirement would be addressed if the Commission reaffirmed their previous recommendations.

Commissioner Roberts referred to several items in the conditions of approval which were listed as "being available prior to Council approval" and stated he would like those to be available sooner in the process.

Mr. Hunting stated those items would be available prior to final plat and the Commission would have the opportunity to review them.

Chair Bartholomew asked if each of the seven outlots would come back before the Planning Commission with a preliminary plat, to which Mr. Hunting replied in the affirmative.

### **Opening of Public Hearing**

Greg Munson, MGT Development, 2737 Fairview Avenue, St. Paul, stated the proposed plat was unchanged from the last time it came before the Planning Commission, and reiterated that each outlot would come before the Commission with a preliminary and final plat as they were developed.

Commissioner Roberts asked if Mr. Munson was correct in stating that the Commission would be able to review the final PUD development plans, to which Mr. Hunting replied in the affirmative.

Chair Bartholomew asked if Commissioners could add conditions at this point, to which Mr. Hunting replied they could not but that they could add clarifications, specificity, or particulars to conditions that were already addressed.

Jaren Johnson, 860 Blue Gentian Road, advised he represented Deb and Bill Strehle who were abutting property owners on the westerly boundary of the proposed MGT project. He stated they were primarily concerned with the close proximity of the proposed temporary road access to their property. He advised that the proposed 28 foot wide road would be six feet from the Strehle's property line. Mr. Johnson contended that if construction traffic were to use this road it would pose a hardship upon the Strehle's, and that if it would be used solely for automobile traffic they did not feel that a temporary road was necessary as traffic could access the development off Robert Trail. Mr. Johnson stated that a similar application was made by Dart Transit approximately 15 years ago, and the City Council at that time denied the application because it did not provide a 50 foot setback from the Strehle's property. He advised also that the Strehle's have an easement access across the proposed Argenta Hills project. He advised that he has requested that document from the County but has not yet received it. Mr. Johnson stated also that there was a good chance that CSAH 28 would be completed before Phase 5, making the temporary road unnecessary. He stated that adding additional traffic to Argenta Trail at this point would pose a safety concern. Mr. Johnson asked that if the temporary road were to go through, that screening be required such as a fence or evergreen hedge, and that an additional agreement between the developer and the Strehle's be created for maintenance of the road. Also, if the road was intended to be used only for construction traffic the Strehle's would like restrictions be added as to hours of use. Mr. Johnson advised that the Strehle's were not opposed to the development itself and would likely sell their property some time in the future, but would like to maintain their privacy in the meantime.

Commissioner Roberts asked Mr. Johnson to provide details of the easement.

Mr. Johnson advised he did not have a copy of the agreement and therefore was not aware of the details.

Mr. Munson advised he had a copy of the easement agreement which was a non-exclusive access easement for the benefit of the Strehle's property burdening a portion of the MGT property. He advised that the Strehle's could continue to enjoy the right of access over that easement, and the agreement would terminate upon the Strehle's getting their own access onto Argenta Trail.

Commissioner Roberts asked Mr. Munson if he had met with the Strehle's.

Mr. Munson advised he met with the Strehle's after discovering they were not mailed notice of the hearing. He advised he would be happy to work with the Strehle's regarding screening, landscaping, and the configuration of their driveway, and that MGT would maintain the temporary road and would not expect a contribution from the Strehle's.

Commissioner Roberts asked Mr. Munson to explain the details of the temporary road.

Mr. Munson advised it was City staff's preference, with support of the County as well, to have two-way connectivity from Argenta Trail to Robert Trail. He advised they are building a temporary road in order to leave the most flexibility to the City and County, who are in the process of determining whether there will be a north-south interchange over Highway 55 or whether the road will go east-west through the Strehle's property. Mr. Munson advised that

because this was a temporary section of road it was not being platted and would be given by easement to the City by a stand-alone document as part of the development agreement.

Tom Link, Director of Community Development, concurred with Mr. Munson that the temporary road was a staff recommendation for the purpose of traffic flow and emergency access.

Commissioner Roberts asked who would be responsible for the removal of the temporary road once the final alignment of CSAH 28 was complete.

Mr. Link replied that would depend on several factors and has not yet been determined.

Mr. Munson advised they would need to come before the Planning Commission once the road issues were clarified and at that time the Commissioners could make a recommendation on how the removal of the road would be dealt with.

Commissioner Wippermann asked when the interchange would be constructed.

Mr. Link advised that an exact timetable had not yet been established but that the County had estimated that the additional studies would take at least 18 months. He added that Council's position has been that an interchange should go in on Argenta Trail and Highway 55 sooner rather than later.

Commissioner Hark asked the applicant if he was willing to work with the Strehle's on controlling construction traffic in regards to the temporary road.

Mr. Munson advised they were not building the temporary road for purposes of construction access, and that the majority of construction traffic would likely access off Robert Trail. He questioned, however, whether perhaps the City would prefer that construction traffic use the temporary road rather than conflicting and interacting with regular consumers coming into the center off Robert Trail.

Commissioner Schaeffer asked Mr. Munson when Target would be open for business and if he anticipated the temporary road to be used for retail traffic.

Mr. Munson advised that the temporary road would be built in conjunction with the first phase of retail development, the Target store, which is slated to open in March 2009. He advised that the temporary road was needed for Target customers since the final alignment of CSAH 28 would likely not yet be complete.

Mr. Johnson suggested perhaps the temporary road be moved to the north.

Bill Strehle, 7482 Argenta Trail, stated his home would be in close proximity to the proposed road and that the road would destroy the peace and solitude he has enjoyed on this parcel. He stated also that this was a dangerous intersection and that additional traffic could pose a safety risk.

Chair Bartholomew asked Mr. Strehle how far his house was from the proposed road, to which Mr. Strehle replied approximately 100 feet.

Commissioner Roberts asked Mr. Strehle if he had done a tree inventory of his property.

Mr. Strehle advised there were thousands of trees on the property, including both deciduous and coniferous. He stated the anticipated extension of CSAH 28 has put restraints on him as he has avoided making improvements over the years because of the prospect of losing the property.

Deb Strehle, 7482 Argenta Trail, stated she was concerned about additional noise generated from the proposed temporary road, especially from construction traffic. She said they already have significant noise from Highway 55 and the airport.

Scott Edgerton, 7455 Inver Grove Trail, stated that this request did not go through proper due process and asked if the plat shown tonight was the same as that shown earlier with the first approvals, to which Mr. Hunting replied in the affirmative. He said he was neutral regarding the development.

#### **Planning Commission Discussion**

Chair Bartholomew asked if the City was firm on the need for the temporary road or if the decision could be reviewed.

Mr. Link stated that staff has argued strongly for the temporary road.

Chair Bartholomew questioned the necessity of the temporary road, stating when the Commission first recommended approval there was no one in opposition of the road.

Chair Bartholomew asked what the required setbacks were from a road, to which Mr. Hunting replied there were no required setbacks for roads.

Commissioner Roberts asked what the total road right-of-way was, to which Mr. Hunting replied it was simply an easement wide enough to accomplish grading and construction. The width of the easement would be determined with the final plans.

Commissioner Gooch asked if the only way to get into this development from Argenta Trail would be from the south and the only way to exit would be to go north.

Mr. Munson replied in the affirmative, stating it would be a right-in/right-out entrance.

Mr. Link advised that the Commission would have the authority to recommend removal of Condition 23 of Resolution 07-201 regarding the temporary road since it was a City stipulated condition.

Chair Bartholomew asked how wide the corridor was for the temporary road, to which Mr. Munson replied it was 50 feet wide for a 28 foot road.

Commissioner Roberts stated he felt the Commission should be allowed to readjust their original recommendation and respond to the new information being presented tonight by citizen's that were not previously noticed.

Commissioner Wippermann stated he felt the Commission's recommendation should be based on the 46 conditions already approved by City Council in Resolution 07-201.

Commissioner Roberts asked if Resolution 07-201 was still valid.

Mr. Hunting advised it was valid, and that the insufficient notice did not remove that approval. He added that Council would be considering the reaffirmation of the already adopted resolution.

Commissioner Hark stated he felt they should remove Condition 23 regarding the temporary access out of fairness to the Strehle's.

Commissioner Wippermann pointed out Condition 44 in Resolution 07-201 which stated that the residential portion (Outlot F) would be platted consistent with the approved preliminary PUD development plans, which included a 10 foot separation between some of the homes. Commissioner Wippermann advised that he would not support this request because he felt strongly that a 20 foot separation was necessary.

Chair Bartholomew stated that he supported the 20 foot separation as well, but that since the PUD was passed by City Council to allow a 10 foot separation he would support the reaffirmation as long as Condition 23 was removed.

Commissioner Roberts questioned several of the conditions in Resolution 07-201, including Condition 5 pertaining to the screening of rooftop equipment. He asked who determined whether or not the equipment was visible, to which Mr. Hunting replied the City's Inspection Department.

Commissioner Roberts questioned Condition 13 regarding a conservation and open space easement over portions of Outlot F. Commissioner Roberts noted that Outlot F included the temporary road and asked if a tree inventory would be required and if trees protected by the City's ordinance would be preserved.

Mr. Hunting advised that any trees being removed would be taken into account in the final tree inventory, and that staff would ensure that they either complied with the threshold or that they replaced trees somewhere else on site if that threshold was exceeded.

Commissioner Roberts referred to Condition 42 regarding the delineation of open space and conservation easement areas, and asked if there would be permanent signage marking those areas during construction of the temporary road.

Mr. Hunting advised that during construction the conservation areas would be identified with silt fence; permanent posts would be installed later with the final PUD for each neighborhood.

Commissioner Roberts referred to Conditions 14 and 15, and asked for clarification of the fee structure process.

Mr. Link advised that the infrastructure for the Northwest Area was being funded through connection fees. Those connection fees come due at two times; one-third at time of final plat

and two-thirds at time of building permit.

Commissioner Roberts asked what the Development Contract consisted of.

Mr. Hunting stated it was a legal contract between the developer and the City that primarily stated the obligations required of the developer, stipulated timelines on when particular items must be in place, and required that a Letter of Credit be given to the City to cover the cost of utilities, street construction, stormwater improvements, etc.

Commissioner Roberts asked if a development contract would be drafted for the residential development as well, to which Mr. Hunting replied in the affirmative.

Commissioner Roberts asked if Outlot F would be included in the development contract if it was developed as a residential area.

Mr. Hunting replied that the development contract for the first phase would not include Outlot F. Development contracts address the construction obligations for the particular development receiving final approval. Conditions governing Outlot F are contained in the approval of the preliminary PUD development plans.

Commissioner Roberts stated he would like all the outlots included to provide assurance.

Mr. Link stated that land use and development design was assured through the City approvals of the plat and PUD, whereas the development contract dealt with construction details such as grades, etc.

Commissioner Roberts stated he was concerned about the potential for the developer to decide not to develop a specific area and that the property would get sold to someone else and could result in something other than what was originally proposed.

Mr. Link advised that in that situation the developer would be required to come before the City for new approvals and that the City had the authority to require that the developer adhere to the original plan.

Commissioner Roberts asked if private streets were marked as such, to which Mr. Hunting replied they were marked with a different colored road sign.

In regards to the temporary road, Commissioner Roberts stated he felt it imperative that there be a second access to this development for safety reasons. He added that he would prefer to see that temporary road located along the proposed route of CSAH 28.

Commissioner Roberts stated it was crucial that the wetland buffers referred to in Condition 29 be well marked and identified during construction.

Commissioner Roberts stated he felt it important that trails be considered and identified in conjunction with the first phase of development.

Chair Bartholomew asked how the City insured that the natural and open space areas were not

encroached upon.

Mr. Hunting advised that the City's engineering technicians constantly do inspections during the construction process, after which permanent posts are installed to memorialize the areas and inform incoming residents that they cannot encroach into those areas.

Chair Bartholomew stated that although he understood the safety concerns regarding the temporary road access, he recommended Condition 23 be removed on principle.

Mr. Munson advised they would like to retain the temporary road and have represented that connection as being present to their users.

Commissioner Schaeffer stated he agreed there was some necessity to having a second entrance/exit to the project, but stated that since the Commission could not add any requirements at this point, such as additional screening or landscaping, he recommended Condition 23 be removed.

Commissioner Roberts stated he felt a 20 foot separation between houses was necessary and that it was a mistake to approve the request with only a 10 foot separation.

#### **Planning Commission Discussion**

Motion by Commissioner Hark, second by Commissioner Schaeffer, to reaffirm the prior Planning Commission approval of the seven lot, seven outlot Argenta Hills preliminary plat, with the removal of Condition 23 relating to the temporary road, for the property located on the north side of Highway 55 and west of Highway 3.

Commissioner Wippermann asked if Commissioner Hark was basing his motion on the 46 conditions stipulated by City Council or the original approval of 41 conditions plus the two additional conditions recommended by the Planning Commission.

Chair Bartholomew noted that the motion in front of the Commission only listed the original 41 conditions. He then asked for clarification of the two previously added conditions.

Commissioner Simon advised that one added condition required that open space be defined and well marked prior to construction.

Mr. Munson advised that the second added condition required a 20 foot separation between residential lots.

Commissioner Hark advised his intent was to reaffirm the Planning Commission's prior approval of the 41 original conditions plus the two additional conditions, but with the removal of Condition 23.

Commissioner Wippermann explained that he would be voting against the motion since the developer has not agreed to a 20 foot separation between houses.

Chair Bartholomew stated that although he was concerned about the separation as well, he would support the motion since City Council apparently did not feel the separation was as

important an issue.

Commissioner Simon advised that she would be voting no because she felt the 20 foot separation was an important issue.

Commissioner Koch stated she would be abstaining as she was fairly new to the commission and therefore not familiar with the details of the request.

Commissioner Gooch stated that since a condition of approval required a 20 foot separation, in his opinion Commissioners would essentially be agreeing that the 20 foot separation was not important if they voted no.

Commissioner Wippermann stated he would be voting no because of the separation issue.

Commissioner Gooch stated that he strongly supported the need for a 20 foot separation as well.

Commissioner Wippermann stated he felt he should not have approved the plat the first time without the developer agreeing to the added condition requiring a 20 foot separation.

Motion failed (3/4 – Nay: Simon, Roberts, Wippermann, Gooch, with one abstention - Koch). This matter goes to City Council on December 10, 2007.



assumed that this area would handle a higher intensity of development, vertically oriented either in the form of office or multi-family housing. The planned extension of CSAH 28 (Yankee Doodle Road in Eagan, 80<sup>th</sup> Street in Inver Grove) has been incorporated into the site plans. The project includes constructing the easterly portion of this road as a two lane road way with turnlanes as needed. The westerly portion would include a temporary connection to Argenta Trail. The first phase of development includes construction of CSAH 28 in part, development of the southeasterly commercial area and the residential townhome units adjacent future CSAH 28. Trunk sanitary sewer service and water supply would be provided to the site as part of the current city planned infrastructure project ordered in July of this year. Local services would be extended by the developer through the site to connect to the City's trunk sewer and water main system. The preliminary plat includes an outlot adjacent TH 3 for construction of a lift station that would ultimately provide service connections for much of the Northwest Area.

This is the second project coming forth in the Northwest Area and clearly more complex than the first project. The most challenging decision that will be faced as part of this question is related to the number of units proposed. The project is proposing fewer units than what was assumed during planning efforts for the Northwest Area. It is important to recognize that our objectives for development should be evaluated across the entire Northwest Area. However, as the first project to be proposed, what are the impacts on future projects if the City allows lesser development at Argenta Hills?

This staff report will explore this issue in much greater detail. We will also hear from the MGT project team at the meeting, the key challenges.

### **REQUESTS**

The specific requests for the Argenta Hills development project include the following:

1. Rezoning of the property from A-Agriculture to R-1C One Family Residential, R-3A Multiple Family Residential and B-4 Shopping Center
2. Preliminary Plat approval of Argenta Hills resulting in one buildable lot, Lot 1 Block 1 and the remaining parcels in outlots for future phases
3. Preliminary PUD approval of the Argenta Hills PUD as required by the Northwest Overlay District (Section 515.80 Subd 39)

### ***EVALUATION OF THE REQUEST***

#### **EXISTING CONDITIONS**

The proposed site is essentially undeveloped with the exception of two residential homesteads with accessory structures and a quarrying operation. Both homesteads have private well and septic systems. **Also on the site is an existing cellular tower, located on the southeast corner of Lot 1 Block 1 and accessed via a gravel drive from South Robert Trail. The Cell Tower is**

**proposed to remain on the site with the access modified and provided through the proposed commercial site.** The site is surrounded by the following uses:

Adjacent Land Area	Existing uses	Current Comp Plan Designation	Current Zoning District
Lands to the North	Rural Estate, large lot residential uses and vacant land	Low Density Residential	Ag
Lands to the East	Rural Estate, large lot residential uses, vacant land and a commercial business east of S Robert Trail	Low Density Residential	Ag and B-3
Lands to the West	Vacant Land	Low Density Residential	Ag
Lands to the South	Highway 55 and generally large lot residential or vacant lands south of Highway 55	Low Density Residential and Medium Density Residential	Ag

**HISTORY/CONSISTENCY WITH PLANS, STUDIES AND POLICIES**

A number of studies and plans guide development in the Northwest Area.

The *current Comprehensive Plan* guides the property as Industrial Office Park and Low Density Residential. A Comprehensive Plan Amendment was presented at the August 21<sup>st</sup> Planning Commission meeting to re-guide the project area to a combination of Community Commercial, Medium Density Residential and Low Density Residential. The City Council approved the amendment on August 24<sup>th</sup> subject to Metropolitan Council approval and final plan approval. The mix of uses proposed for this project are generally consistent with the vision and guiding principles of the Comprehensive Plan, specifically principles of maintaining a balanced tax base, provision of a diversity of services, encouraging a variety of housing types, connected parks and open space and quality infrastructure. Furthermore, locating greater intensity of uses near Highway 55 and South Robert Trail, two major corridors in the community, is consistent with the general land use and transportation goals of the plan.

An *Alternative Urban Areawide Review (AUAR)* was completed for the Northwest Area in 2006. This environmental review assessed the impacts of future development on the project area. The proposed Argenta Hills development project is generally of a lesser magnitude than what was assumed in the AUAR. However, the change in land use pattern of Industrial Office Park to Commercial uses alters the degree of impacts based on the different characteristics of the uses. An amendment to the AUAR is currently in process. Approval of this amended AUAR will be a condition of approval for a final plat. The most significant impacts are associated with traffic. A preliminary assessment of updated traffic volumes indicates an average increase in traffic of approximately 5.78% when compared to what was assumed in the original AUAR for the project area. This increase however does not require additional mitigation measures over what is already

identified in the original AUAR. Further review of the AUAR amendments will occur. The proposed project is generally consistent with the AUAR impacts and proposed mitigation measures.

In 2005, A *Housing Task Force* appointed by the City Council prepared a set of recommendations relative to Inver Grove Heights efforts to achieve a balanced supply of housing types and price ranges. These recommendations were adopted by the City Council. The Task Force recommended that the City encourage developers of residential projects to incorporate affordable housing to help the City achieve its affordable housing goals. A copy of the full report has been provided to the applicant. The natural site amenities and high land costs associated with this project create barriers to achieving affordable housing on this site. The applicant has designed some smaller lot sizes that are identified as apart of a later phase in order to minimize some of the land costs allowing for more affordable housing options. No end user is in mind for much of the single family home sites so a firm price point is not established at this time. The townhomes along CSAH 28 are anticipated to be in the \$300,000 to \$350,000 price range.

Other important policy directions, plans and studies will be referenced and highlighted in more topical sections of this staff report.

#### **IDENTIFICATION OF NATURAL RESOURCES**

In 2003, a Natural Resource Inventory and Management Plan was completed for the Northwest Area. The NRI inventoried and qualified natural resources systems within the area and established a management classification system to guide the preferred treatment of these features. MGT Development has reviewed the NRI and Management Plan and incorporated the features into the open space network planned for the Argenta Hills project. The most significant presence of natural features on the site fall into the Management 3 class and include Oak Woodland Brushlands. In addition there are significant conifer plantations and steep slopes (greater than 25%) that merit additional management activities on the site. Management 3 areas contain the following suggested management activities:

- Protect hardwood canopy trees, especially trees representative of the forest type
- Minimize total area of disturbance; no permanent alteration greater than 100 feet from building
- Avoid impacts to better quality portions of natural areas on site
- Landscape with species native to Inver Grove Heights
- Maintain or create connectivity between natural areas

Given the topographic challenges of this site, any development will have an impact on the natural resources. The design of the site's open space network achieves many of the principles identified above.

See Exhibit – Natural Resources Map

**NET DEVELOPABLE AREA**

*Note: the numbers that are referenced within this staff report are approximate based on preliminary plan submittals. They will likely change slightly between preliminary and final plat. The numbers provided are sufficient for preliminary plat review.*

Net developable area is defined as the area of a property remaining after excluding those portions that are either: a) encumbered by right-of-way for arterials roads as defined in the IGH Comprehensive Plan; or b) lying below the ordinary high water level of public waters; or c) lying within the boundaries of delineated wetlands; or d) bluffs in shoreland areas; or e) land to be dedicated for public park needs. Based on this definition, the proposed project area contains approximately 120.90 net developable acres. This excludes the proposed right-of-way for CSAH 28 and approximately 0.72 acres of delineated wetlands.

<i>General Project Data</i>	<i>Square Feet</i>	<i>Acres</i>
<i>Gross Project Area</i>	<i>5,907,588</i>	<i>135.62</i>
<i>Delineated Wetlands</i>	<i>31,484</i>	<i>0.72</i>
<i>Public Water Bodies (PWI)</i>	<i>-</i>	<i>0.00</i>
<i>Bluffs in Shoreland Area</i>	<i>-</i>	<i>0.00</i>
<i>Planned "Arterial" Road Right of Way</i>	<i>609,550</i>	<i>13.99</i>
<i>Total Net Developable Area</i>	<i>5,266,600</i>	<i>120.90</i>

*Note: Project area calculations revised in staff report - October 11, 2007*

**NATURAL AREA/OPEN SPACE**

Section 515.80 Subd 39 F 4. establishes requirements for open space preservation within the Northwest Area Overlay. Based on the net developable area the project contains the following:

	<i>Square Feet</i>	<i>Required Acres</i>	<i>Proposed Acres</i>
<i>Total Net Developable Area</i>	<i>5,266,600</i>	<i>120.90</i>	<i>NA</i>
<i>Minimum Open Space Required = 20% of net area</i>	<i>1,053,320</i>	<i>24.18</i>	<i>45.57</i>
<i>Required contiguous area = 75% of required open space with a minimum 100 foot corridor width</i>	<i>789,990</i>	<i>18.14</i>	<i>18.89</i>
<i>Area to be undisturbed = 50% of required open space</i>	<i>526,660</i>	<i>12.09</i>	<i>19.62</i>

*Note: Project area calculations revised in staff report - October 11, 2007*

The site design of Argenta Hills has prioritized the open space areas to incorporate steep slopes, natural resource areas classified as management 3 and to link together opens space systems providing opportunities to integrate a trail corridor connected to the city trail system. Staff finds the open space component of the plan consistent with the intent of the ordinance.

See Exhibit – Open Space Plan

**DEVELOPMENT CAPACITY PLAN**

Section F 5 of the Northwest Area Overlay Ordinance outlines a process by which a site’s development capacity is determined as a means to allocate development across a site. This exercise only determines the number of units that would be permissible on the site and not the actual proposed development.

The development capacity plan was established for Argenta Hills utilizing the base zoning districts of R-1C, R-3A and R-3C (note that R-3C **was only applied to Outlot K and** ultimately removed from the preliminary PUD and Plat upon further analysis). In applying the development area, the applicant did not include the open space areas. However, the definition of net developable area would not exclude the open space from the calculation in determining the development capacity of the site. Using the open space in determining development densities enables the developer to shift densities on the site thus affording opportunities for open space preservation.

When applying these base districts and factoring in the open space as part of the R-1C district, the development capacity plan yields a range of 265 to 460 possible units (**including Outlot K as R-3C**). This equates to a density range of 3.4 units per net acre to 5.9 units per net acre when averaged across all three zoning districts.

However, at this time, the project is currently proposing only development within the R-1C and R-3A districts. Ultimate development of the westerly residential lot (**Outlot K**) would be the greatest potential density under the R-3C district. **Outlot K** was not proposed to be reguided in the Comprehensive Plan amendment recently reviewed by the Planning Commission because of the uncertainty surrounding the future interchange possibilities at Argenta Trail and Highway 55. Therefore, this site remains as currently guided for Industrial Office Park. If we remove this parcel from the development capacity plan, the site yields a range of 153 to 254 units, and a resulting density range of 2.36 units per net acre to 3.92 units per net acre.

<i>Base Zoning District</i>	<i>Net Acres*</i>	<i>Min Density (units per acre)</i>	<i>Max Density (based on lot size per zoning code)</i>	<i>Min Units</i>	<i>Max Units</i>
<i>R-1C</i>	<i>56.88</i>	<i>2</i>	<i>12,000</i>	<i>114</i>	<i>206</i>
<i>R-3A</i>	<i>7.84</i>	<i>5</i>	<i>7,260</i>	<i>39</i>	<i>47</i>
<i>Total</i>	<i>64.73</i>			<i>153</i>	<i>254</i>
			<i>Net Density</i>	<i>2.36</i>	<i>3.92</i>

**\*Note that Outlot K (8.73 acres) is not included in these numbers as it is not proposed to be rezoned and developed as part of this project.**

Using the Minimum FAR ratio of 0.25 established in the Northwest Area Overlay District, the site would yield approximately 516,698 square feet of commercial development. The maximum development capacity on the B-4 district is a factor of parking requirements and impervious surface. The base district allows 85% impervious surface and building heights up to 50 feet. Given these criteria, the B-4 District could support an FAR of 1 or more if a development project were to include structure parking and be built to the 50 foot height limitation.

<i>Commercial District</i>	<i>Net Acres</i>	<i>Min Floor Area Ratio (FAR)</i>	<i>Min Building Area in Square Feet (43,560 sq ft per acre)</i>
<i>B-4</i>	<i>47.45</i>	<i>0.25</i>	<i>516,698</i>

See Exhibit - Development Capacity Plan (**Note: the calculations on the Development Capacity Plan exhibit are incorrect -refer to the tables above for correct calculations**)

**PROPOSED DEVELOPMENT MAGNITUDE, DENSITY AND BULK STANDARDS**

The project proposes a total of 154 residential units and approximately 410,000 square feet of commercial space. Both the projected housing units and commercial square footage are below the minimum allowed within current plans and standards. In evaluating the density, it should be again noted that the westerly parcel (**Outlot K**) is not included in these calculations. The proposed project magnitude is lesser than the minimum development desired on the site based on minimum density standards and FAR requirements and thus is well within the development capacity. The developer is requesting flexibility in the minimum development due to challenging topographic conditions, infrastructure needs and current market conditions. **A letter from the development team expanding on this issue is attached for your reference.** The following details are provided for your information:

Proposed Residential Densities

Density for all residential project elements (except the 8.73 acre parcel adjacent the proposed Argenta Interchange (**Outlot K**)) average out at approximately 2.38 units per net acre as proposed again based on the definition of net developable area. If the parcel to the west of the commercial area is factored back into the equation as a higher density residential development, the total density average across all of Argenta Hills would exceed 3 units per net acre. The submittals by MGT Development Inc. include an analysis of density if the required open space areas were extracted from the calculations. In that case the density ranges are 3.77 for R-1C and 5.74 units per acre for R-3C.

In general, the Comprehensive Plan guides this area for densities within 0-6 units per gross acre for low density residential. The recently proposed amendment for this area would add a 7.84 acre portion of the site to be guided for medium density with a gross density range of 6 to 12 units per acre.

The Metropolitan Council’s goal for communities in developing areas with municipal sewer and water services is to achieve a net density of 3 to 5 units per acre. Without consideration of the higher density parcel to the west, the proposed density falls short of the Metropolitan Council’s density goal. However, the goal should be applied across the entire City and not just to any one single project. Allowing a lower density suggests that the City would need to support higher densities in other areas of the community to achieve the regional density goal.

The reason for the regional goal of 3 to 5 units per net acre is to support the efficient and cost effective delivery of regional infrastructure systems. During the planning for the Northwest Area, densities for residential development within the project area were assumed at approximately 5 units per net acre. We made this assumption based on the notion that that higher density development would be most suitable in areas near major commercial services and regional transportation systems. In assuming a higher density in this location, we were able to assume a lower density in other locations and still meet the Metro Council’s goal of 3 to 5 units per net acre across the entire Northwest Area.

The proposed development falls short of this objective for a number of reasons: the challenging topography of the site, current market conditions that do not support a stacked residential housing type, the ability to protect an intact, contiguous green corridor and the location of a major regional storm water basin on the site. **A letter from the development team expanding on this issue is attached for your reference.**

If the westerly parcel (**Outlot K**) were to be preserved as a higher density residential parcel, the density objectives would be met and possibly exceeded for this project.

<i>Base Zoning District</i>	<i>Net Acres</i>	<i>Proposed Units</i>	<i>Proposed Net Density</i>
<i>R-1C</i>	<i>56.88</i>	<i>109</i>	<i>1.92</i>
<i>R-3A</i>	<i>7.84</i>	<i>45</i>	<i>5.74</i>
<i>Subtotal</i>	<i>69.50</i>	<i>154</i>	<i>2.38</i>

**Commercial Area Floor Area Ratios (FAR)**

The proposed development includes approximately 410,000 square feet of retail and service commercial development on approximately 47 acres of land resulting in a floor area ratio of 0.20. This is shy of the minimum desired FAR of 0.25 as established in the Northwest Area Overlay. The reduction in FAR equates to approximately 100,000 square feet less than what was assumed in the land use analysis as part of the financial planning and AUAR. Financial planning used conservative estimates and based the infrastructure costing on 75% of the total non-residential development projections. As a result of the conservative financial assumption,

the proposed commercial square footage (when considered separate from the rest of the project) meets planning objectives for the area. **The minimum FAR of 0.25 was intended to encourage vertical development as a way to preserve more pervious land area for infiltration and stormwater management needs. Because the stormwater management needs are being met with the proposed project, a lesser FAR should be considered for this site so long as impervious surface requirements can also be met.**

The sites inability to reach a 0.25 FAR is based principally on the parking accommodations to satisfy retail parking demand and one story buildings as demanded by commercial tenants.

#### Building setbacks and separation.

The Northwest Area Zoning Overlay establishes suggested guidelines for building separation and setbacks. The objectives for establishing such regulations are to ensure adequate area for certain uses on a site such as storm water management, parking, buffering of mechanical equipment and landscaping. The Northwest Area setbacks and structure separation standards consider compact development and reduced setbacks in order to minimize hard surface coverage and enable greater ability to leave larger areas of intact open space. This objective has to be carefully balanced with aesthetics also.

Building setbacks within the custom graded single family and townhome residential areas meet the 20' setback standard. However, the smaller lot single family homes on the northeasterly portion of the site have a separation of approximately 15 feet. This standard is considered acceptable because the stormwater management features are not located in side yards and access to the wetland and storm water features can be gained through an open area adjacent South Robert Trail and E Road. Building separation and setbacks for the commercial areas are consistent with Table 39-1 of the Ordinance, Density and Bulk Standards.

Many of the sites are planned to be custom graded. The applications for building permits will need to include a grading plan and will need proper reviews from zoning and engineering prior to approval of a building permit.

#### Building height.

The standard established for the Northwest Area Zoning Overlay remains consistent with the base zoning district. Building heights shall adhere to all building and zoning requirements of the base district. The proposed anchor retail building on the easterly end of the commercial area is the tallest structure at 37 feet tall and the ordinance allows 50 feet as a maximum building height.

#### Building coverage & Impervious surface coverage.

Building coverage and impervious surface coverage standards are applied to give the city the authority to ensure sufficient areas for infiltration. **Impervious surface areas include roads, sidewalks, parking areas, buildings, stormwater ponds and other hard surface areas that do not allow infiltration. Porous pavement, infiltration basins, or other best management**

practices outlined in the stormwater manual are not counted as impervious areas. These numbers are preliminary numbers based on proposed “building pads” and will be refined as more specific information becomes available through the planning process and ultimately as building permits or final PUD plans are approved.

The proposed development does not meet the impervious surface requirements of the Northwest Area Ordinance in the residential areas, but meets the standard in the commercially zoned areas.

<i>Base Zoning District</i>	<i>Area</i>	<i>Impervious Surface</i>	<i>Proposed Impervious Surface Coverage</i>	<i>Required Impervious Surface Coverage / Difference</i>	
R-1C	56.88 AC	14.29 AC	25.1%	25%	+0.1%
R-3A	7.84 AC	3.72 AC	47.4%	35%	+ 12.4%
B-4	47.19 AC*	30.98 AC	65.7%	70%	- 4.3%

\* Note the B-4 area calculations for impervious surface reflects a recent adjustment to the alignment of CSAH 28 that reduces the size of Lot 1 Block 1.

The townhome area also exceeds the allowable amount of building coverage.

<i>Base Zoning District</i>	<i>Area</i>	<i>Building Area</i>	<i>Proposed Building Coverage</i>	<i>Maximum Building Coverage Required / Difference</i>	
R-1C	56.88 AC	5.00 AC	8.9%	None	0
R-3A	7.84 AC	2.59 AC	33%	20%	+ 13%
B-4	47.19 AC	9.48 AC	20.0%	25%	- 5%

Because the entire project is proposing excess open space, beyond the required open space area, staff is comfortable allowing flexibility with meeting the impervious surface and building cover as proposed for the residential project components. Much of the excess open space is adjacent the residential portions. The Commercial Area meets the impervious surface standards. This is revised from the original staff report due to the inclusion of porous pavement areas for parking spaces.

Roof-top screening.

The current plans provide general architectural character, but do not specifically show locations for mechanical structures on the roof-top of the SuperTarget building. The applicant must demonstrate how these mechanical systems would be screened from adjacent roadways and the materials to be utilized prior to final plat and final PUD approval.

**IMPACT ON FINANCIAL PLANNING FOR NW AREA INFRASTRUCTURE IMPROVEMENTS**

**Section completely REVISED October 11, 2007**

**After more detailed analysis, refinement of development areas and double checking of calculations/formulas, staff has determined that the financial projections made during Northwest Area Planning Analysis are within +5% of the actual fees generated by the Argenta Hills development project.**

**The densities proposed for the Argenta Hills project are in fact less than assumed in the Northwest Area Planning Analysis. However, the change in land use from Industrial/Office Property to Commercial has resulted in a greater number of sewer and water access connections due to the retail nature of commercial development being more demanding on infrastructure systems. Also during the financial planning process, Ehlers and Associates utilized a conservative assumption of 75% of commercial development and 80% of residential development in establishing the fee structure. This assumption enables the City to adjust to market conditions that don't produce anticipated development.**

**PRELIMINARY PLAT**

The applicant is proposing a preliminary plat which consists of one lot and block for the easterly commercial anchor, the right-of-way for all public streets and the establishment of outlots for the remainder of the project area.

<i>Lots &amp; Blocks / Outlots</i>	<i>Intended Use</i>	<i>Proposed Acres</i>
<i>A</i>	<i>Commercial</i>	<i>1.03</i>
<i>B</i>	<i>Commercial</i>	<i>0.86</i>
<i>C</i>	<i>Commercial</i>	<i>1.47</i>
<i>D</i>	<i>Commercial</i>	<i>1.60</i>
<i>E</i>	<i>Commercial</i>	<i>1.56</i>
<i>F</i>	<i>Commercial</i>	<i>1.09</i>
<i>G</i>	<i>Commercial</i>	<i>1.83</i>
<i>H</i>	<i>Commercial</i>	<i>2.90</i>
<i>I</i>	<i>Commercial</i>	<i>4.79</i>
<i>J</i>	<i>Commercial</i>	<i>12.36</i>
<i>K</i>	<i>High Density Residential - FUTURE</i>	<i>8.86</i>
<i>L</i>	<i>Low Density Residential / Open Space</i>	<i>4.55</i>
<i>M</i>	<i>Low Density Residential / Open Space</i>	<i>3.80</i>

<i>Lots &amp; Blocks / Outlots</i>	<i>Intended Use</i>	<i>Proposed Acres</i>
<i>N</i>	<i>Low Density Residential / Open Space</i>	<i>0.92</i>
<i>O</i>	<i>Low Density Residential / Open Space</i>	<i>1.03</i>
<i>P</i>	<i>Low Density Residential</i>	<i>11.98</i>
<i>Q</i>	<i>Medium Density Residential</i>	<i>7.84</i>
<i>R</i>	<i>City – Lift Station</i>	<i>0.15</i>
<i>S</i>	<i>Open Space – Lift Station Access</i>	<i>0.25</i>
<i>T</i>	<i>Low Density Residential</i>	<i>9.41</i>
<i>U</i>	<i>Low Density Residential</i>	<i>3.90</i>
<i>V</i>	<i>Low Density Residential</i>	<i>0.38</i>
<i>W</i>	<i>Open Space</i>	<i>19.21</i>
<i>Lot 1, Block 1</i>	<i>Commercial</i>	<i>17.90</i>
<i>South Robert Street R.O.W.</i>	<i>R.O.W.</i>	<i>1.62</i>
<i>CSAH 28 R.O.W.</i>	<i>R.O.W.</i>	<i>11.30</i>
<i>CSAH 63 R.O.W.</i>	<i>R.O.W.</i>	<i>0.99</i>
<i>B Road R.O.W.</i>	<i>R.O.W.</i>	<i>0.64</i>
<i>E Road R.O.W.</i>	<i>R.O.W.</i>	<i>1.21</i>
<b><i>TOTAL PLAT AREA</i></b>		<b><i>135.62 Acres</i></b>

The applicant has also supplied on sheet number C7.1 / 108 a preliminary phasing plan for the project. The first stage of the development would involve platting of Lot 1 Block 1 & CSAH 28, as well as the smaller commercial development pads shown in Outlot A-F, and the attached townhome portion of the project shown for Outlot Q. The second stage would be the mid box development and portions of the single family along Robert Street. The third stage would involve the other proposed large box commercial use south of CSAH 28. The fourth stage shows the completion of the single-family housing on top of the hill, while stages 5 & 6 are long-term phases shown west of the New Argenta Trail and CSAH 28 intersection.

See Exhibit - Preliminary Plat & Preliminary Phasing Plan

**OPEN SPACE**

The City of Inver Grove Height’s policy is to require open space to be privately owned when not needed for regional storm water basins or park systems. Staff recommends that the open space be held by a homeowners association or a conservation entity. A conservation easement shall be held by the City restricting use of the open space and ensuring proper maintenance.

The City shall obtain easements for any trails traversing the property and shall be responsible for maintaining the trail and its right-of-way.

### **PARKS/TRAILS**

Park planning for the Northwest Area included the identification of a neighborhood park in the neighborhood CSAH 28 and South Robert Trail. After discussions with Parks Director Eric Carlson, it was determined that the optimal location for a future neighborhood park would be a location more central to the future residential neighborhoods north of Argenta Hills. This park would serve the area bound by 70<sup>th</sup> Street on the north, South Robert Trail on the east, Highway 55 on the south and Argenta Trail on the west.

Staff recommends cash in lieu of park land for the Argenta Hills project. Cash amounts would be based on the final preliminary plat approval from the City Council and would be collected at time of final plat recording.

The planning for the Northwest Area also included a city wide trail system that would wind through the Northwest Area connecting open space corridors and future residential neighborhoods. Trail planning for Argenta Hills accommodates the regional trail system and provides good connections to retail destinations in the southern portion of the site. Trails through open space areas will generally include a 10 foot bituminous trail (multi-purpose biking and walking) located within a 20' wide easement or right-of-way. The City would maintain the trail corridor.

See Exhibit – Trails, Walks and Green Framework

### **STREETS & CONNECTIVITY**

Street right-of-way widths meet standards as identified in the Northwest Area Overlay. ROW widths are adequate to accommodate travel lanes, storm water management systems, landscaping and sidewalks on major streets.

Pavement widths are minimized consistent with directions of the Northwest Area Overlay. Major streets have curb and gutter sections while secondary streets have no curb and gutter.

A number of private streets serve access points to residential units. These private streets would be maintained and serviced through a home owners association.

Street connectivity was discussed and analyzed at length for this project. Many streets have grades that are in the 8 to 9%. In order to provide connectivity for streets, significant grading and land alternation would need to occur in order to maintain a reasonable street grade. Furthermore, running streets through, while connecting neighborhoods, would potentially compromise the integrity of the open space network and the continuity of the overall storm drainage systems. Staff evaluated further development potential to the north of Argenta Hills. Most of the land use

planned is for a lower density development pattern. Staff's analysis concluded that the benefit of creating an additional north/south street connection internal to the project area would be less than the environmental cost of such an improvement.

A temporary roadway connection to the west is proposed to connect the first phase of CSAH 28 with Argenta Trail. Staff recommends this connection as a needed secondary access point. The full 4-lane construction of CSAH 28 from Robert Street to the future New Argenta Trail should also be considered at this time.

A secondary access to the attached townhome development north of CSAH 28 should also be considered. One alternative staff has explored with the developer is to install a 12' asphalt trail and provide a curb opening on CSAH 28 to allow for the additional access for fire trucks only. This would be utilized only as a trail and not a driveway.

The location of the South Robert Trail (Highway 3) and County Road 28 intersection and the alignment of the County Road are subject to Dakota County and MNDOT approval. For the last several months, Dakota County has been working with MGT Development, a developer who had been proposing a project on the east side of South Robert Trail, about a dozen property owners, the City, and MNDOT to determine an appropriate location for the intersection and alignment. The result of these discussions was a preferred County alignment plan, referred to as the B2 Alignment. MGT modified their development plans by shifting their proposed intersection location 35 feet south consistent to alignment with the County's preferred plan.

Subsequently, the engineer for the Malenseks and O'Shaughnessys (on the east side of South Robert Trail) proposed a revised plan, referred to as the BDM B2 Alignment. Though it did not achieve everything that the County desired, the County found the BDM alignment acceptable from a roadway design standpoint.

Recently, MGT Development has proposed a revision to the BDM plan. The MGT plan would shift the intersection south by 12 feet and skew the angle of the intersection by 2 degrees. The MGT plan revisions would take slightly less of the O'Shaughnessy property than the BDM plan. Though the County Road will affect the Malensek property, the revisions in the MGT plan would have not have an impact.

The issue of accesses to the Malensek and O'Shaughnessy properties will be addressed by the County as it moves toward a recommended alignment. The potential developer on the east side of Robert Trail no longer has an interest in proposing a project. Again, the County Road will affect the O'Shaughnessy and Malensek accesses but the MGT plan revisions would have no impact. MGT has no control or influence over the access decision to be made on the east side of Robert Trail

The County is planning an open house in November to inform all the affected property owners of the status of the plans. We will present a plan that compares the B2, BDM, and MGT plans at the Planning Commission meeting on Tuesday.

All street lighting shall be approved by Dakota County or City Staff prior to installation. Spacing and illumination levels will be to city standards.

In addition to public and private street connectivity, the site includes an internal pedestrian connection east-west connecting the two big box anchor stores and the central mainstreet stores. The plan includes a meandering path through the target parking lot with landscaping strips to accommodate shrubs and overstory shade trees. The path through parking lot in Lot 1 Block 1 is generally 11 feet wide with a meandering 5 foot sidewalk.

Dakota County has issued a letter on October 4, 2007 with comments on the Comprehensive Plan Amendment. Staff is working through the issues with Dakota County. A primary issue of concern raised by Dakota County that will affect the Preliminary Plat is the need for internal street connectivity to minimize short/local trips accessing major thoroughfares.

- See Exhibit - Roadway & Trail Plan
- See Exhibit - Future Roadway Connectivity Plan
- See Exhibit - East West Pedestrian Connection

**PARKING**

The total commercial parking proposed for the project is 1,895 parking spaces, including accessible spaces. This amount exceeds the minimum parking requirement of 1,462 parking spaces by 433 parking spaces, and according to the Northwest Area Overlay District requirements these 433 parking spaces are to be constructed of pervious paving material. Approximately 375 spaces have been provided as porous asphalt. Currently the proposed plans do not fulfill the impervious paving requirements for the additional spaces. Staff feels that so long as stormwater management goals are met on the site, the development has made a good faith effort to implement Best Management Practices by providing the 375 spaces of porous asphalt. Staff will recommend approval.

<i>Use</i>	<i>Size</i>	<i>Sec. 515.90 Subd. 21 Requirements</i>	<i>Northwest Area Requirements</i>	<i>Parking Provided</i>
<i>Retail</i>	<i>394,650 SF</i>	<i>1,754</i>	<i>1316 Min. – 1754 Max.</i>	<i>1,690 (4.3/1000)</i>
<i>Restaurant</i>	<i>15,000 SF / 585 Seats</i>	<i>195</i>	<i>146 Min. – 195 Max.</i>	<i>205 (1/2.3 seats)</i>
<b><i>TOTAL</i></b>	<b><i>409,650</i></b>	<b><i>1,949</i></b>	<b><i>1462 Min. – 1949 Max.</i></b>	<b><i>1,895</i></b>

In order to reduce additional impervious surface, drive widths of the circular “loop road” surrounding the surface parking lots could be reduced to 24 feet.

In addition to the parking for the commercial areas, visitor parking should be accommodated within the attached townhome portion of the project. Currently, the application shows no on-street or off-street visitor parking in this area.

The private streets shown at 24' in the custom single family and small lot single family neighborhoods do not allow for on-street parking. These streets should be modified to 28' width to accommodate parking on both sides.

### **TRAFFIC**

A preliminary Traffic Memorandum was prepared by Meyer, Mohaddes Associates in September of 2006. This initial analysis tested the operation of the key intersections based on initial land use assumptions. MNDOT and Dakota County will require a complete traffic analysis for this project. To date, the developer has yet to supply staff with the updated traffic analysis. This report will be subject to City, County and MNDOT approval, prior to final plat approval.

### **DAKOTA COUNTY REVIEW**

The Plat has been submitted to Dakota County for review. Comments will be reviewed by staff and addressed prior to Council review.

### **MNDOT REVIEW**

MnDOT has reviewed the plat and offered comments. MnDOT comments focused on the need for key access points to state highways to meet spacing requirements. Detailed comments were provided relating to the access point of E Road onto South Robert Trail, noting the access should be moved further north. Staff will review this issue with MnDOT prior to the meeting. MnDOT also commented on the need to provide internal street circulation connecting the neighborhoods to the north to the retail areas adjacent future 80<sup>th</sup> Street and Highway 55. See comment under “Streets” regarding connectivity.

### **LANDSCAPING/TREE PRESERVATION**

#### **Landscaping Plan:**

The landscape plan shows plantings for the commercial areas and portions of the residential neighborhoods. The applicant has supplied a general plant legend describing overstory, ornamental and coniferous trees and shrubs as well as planting mixes for the infiltration areas. The applicant still must demonstrate the site landscaping requirements have been met from section 515-90 Subd. 10. Site Landscaping. The number of plantings for commercial sites shall contain at a minimum the greater of: a) one tree per 1000 square feet of gross building floor area, or one tree per 50 lineal feet of site perimeter. In addition, multi-family housing sites shall contain at a minimum one tree per dwelling unit.

The conceptual layout to the landscaping plan for the commercial areas appears to provide the adequate level of landscaping required, without having the detailed calculations from the applicant. However, upon review of the plans, three areas to consider additional landscaping and / or screening would be 1.) in the parking lots, 2.) near the loading dock of the SuperTarget and 3.) along the southern perimeter of the site adjacent to Highway 55. Planting islands within the large parking field could reduce the appearance of the vast expanse of pavement in the parking field. A free-standing site wall beyond the paving at the southwest corner of the development should be considered to screen the loading dock area at very highly visible intersection in the community. The landscape treatment all along the southern boundary of the site including the stormwater treatment areas could be developed further to increase the sense of identity for this district without compromising visibility into the site.

#### Tree Preservation & Reforestation Plan:

The developer has supplied an executive summary outlining the tree preservation and tree replacement for the project based on the revised section 515.90 Subd. 28. The developer performed a preliminary tree inventory survey to assess the type and quality of the existing tree stands within the development in April of 2007. From this preliminary tree survey and observations, the developer established a methodology to inventory the entire site. The site was broken into areas that are distinguishable on the aerial photograph and easy to locate on site. A written methodology for each of the areas was developed using the conventional full tree survey or by using a tree stand delineation statistical method. This approach was reviewed with the City on June 13, 2007 and began the tree inventory on June 15<sup>th</sup>. Based on this approach, no replacement would be required in the Commercial areas, 1,162 caliper inches would need to be replaced in the Townhome area, and 12,643 caliper inches would need to be replaced in the Single Family area north of CSAH 28. The developer must demonstrate graphically where the areas of reforestation / replacement will occur. These areas would be above and beyond the landscaping requirements.

See Exhibit - Executive Summary - Tree Survey Calculations

#### WETLANDS

Approximately 0.72 acres of wetlands have been delineated on the site. These wetlands have been incorporated into the open space/greenway network and are buffered from development.

It is recommended that buffers be established around wetland features and that these areas are maintained in a natural/native vegetative state. Landscape plans should be revised to include these areas, seed mix proposed and erosion control details provide for review.

#### BUILDING EXTERIOR

The proposed easterly commercial anchor building utilizes a mix of materials on all four exterior sides, from precast concrete panels in two different colors, to face brick and EIFS concrete as well as aluminum at the entryways. In addition, cast stone piers have been added in a few locations including a trellis component in the central front of the building.

An outline for architectural design standards has been submitted and is attached to this staff report. A series of images that provide the general character of the architecture is also attached for your review. A condition of approval should be to include the architectural standards/guidelines in the final PUD approval.

See Mainstreet and Target View Sketches

### SIGNAGE

Signage has not been reviewed in detail for the project. Exhibits have been submitted illustrating the signage proposed for the project consisting of pylon signage along Highway 55 frontage and gateway type signage at key entry points along CSAH 28. The exhibits include a site plan showing the general location of the signage and elevations showing the character and materials of the signage. All signage will need to comply with city codes and policies.

See Signage Exhibits

### AIRPORT NOISE ABATEMENT OVERLAY

The proposed development area falls under the Noise Abatement Overlay area for the Minneapolis St. Paul International Airport. Any application for a City of Inver Grove Heights building or occupancy permit pertaining to land located in an Aircraft Noise Zone must demonstrate compliance with the provisions of section 515.80 Subd. 34. Some of the general specifications for building construction consist of; minimum mechanical ventilation, perimeter airtight sealing of exterior windows and door frames, fitting fireplaces with chimney caps, providing bends in all ventilation ducts such that no direct line of sight exists and all openings in exterior walls to be caulked airtight to the exterior.

### HIGHWAY NOISE ABATEMENT

The applicant will need to address traffic noise for the proposed development from the major roadways (State and County) including Highway 55, Robert Street and the proposed CSAH 28. Detailed mitigation strategies for reducing noise pollution on site must be shown on the final PUD plans. Often times this can be achieved through additional buffers and landscaping.

### ENVIRONMENTAL CONTAMINATION ISSUES

In the southeast corner of the site (the proposed commercial area), Dakota County has a record of this area being an old dump site that contained an underground storage tank and buried construction debris. It appears the site has never been cleaned up. A standard condition of approval for development projects is that any contaminated sites or old dump sites must be addressed in compliance with Dakota County and MPCA rules before permits are issued. The applicant has indicated that a Phase I Environmental Site Assessment (ESA) has been completed and identified the site. The applicant is preparing and submitting an application to the MPCA's Voluntary Investigation and Clean-up (VIC) program.

The two homesteads on the site will need to have all private well and septic systems properly sealed or cleaned up following local and state regulations. The Phase one environmental assessment report is currently be prepared and must be approved by the appropriate agencies.

### **ARCHEOLOGICAL SITES**

The applicant must supply documentation of any archeological significant areas within the project boundaries. The proposed development plans must respond to any findings on the site.

### **GRADING AND DRAINAGE**

There is extensive grading for the site in order to accommodate the CSAH 28 extension, and the large footprints and associated parking for the retail uses. Generally the drainage patterns follow existing topographic features and work well with the proposed stormwater infiltration techniques. Areas of concern include the significant grading and elevation change between the attached townhome neighborhood and the stormwater ponding below and what appear to be 2:1 transitional slopes for a portion of this area.

The proposed roadway on top of the hillside serving the proposed single-family homes utilizes retaining wall and impacts a significant portion of the wooded slopes. While these lots associated with this roadway are considered custom grade lots, the developer should demonstrate how these individual lots would likely develop, both on the high side and walk-out side of the lots to verify how retaining walls and drainage would work from lot to lot. A handful of the proposed lots are significantly encumbered with steep elevation change after grading of the roadway, in excess of 20' in some cases, and could be problematic for home and driveway construction.

Trails should be studied as they relate to grading and drainage. Benches for trails should be established on the grading plan and cross-culverts should be located and sized accordingly on the grading plan.

All comments related to site grading and erosion control from the City Engineer's report must also be addressed.

### **STORMWATER**

A storm water management plan has been prepared that includes a combination of best management practices to sufficiently treat and handle storm water runoff as guided by the Northwest Area Stormwater Management Manual. Emmons and Oliver Resources has provided a detailed review of the stormwater strategy and proposed treatment system in the attached memorandum. In this memo, EOR highlights the shortage of pervious paving spaces required for the commercial area, further coordination with the city on the most westerly basins and the temporary connection (approximately 250') to existing Argenta Trail.

### **DEVELOPMENT CONTRACT**

The Developer and Owner shall enter into a Development Contract with the City. The form of Development Contract shall substantially comply with the model Development Contract which

is part of the Administrative Code, taking into account the particular requirements of the Planned Unit Development plans.

### **CITY ATTORNEY REVIEW**

The City Attorney has prepared some general conditions of approval that should be used for all projects in the Northwest Area. The conditions relate to development contract, ownership of open space and storm water systems. Final development plans and agreements will be subject to the review of the City Attorney.

### **THE FOLLOWING ARE ADDITIONS TO THE SEPTEMBER 14<sup>th</sup> STAFF REPORT**

#### **ALTERNATIVES**

The Planning Commission has the following actions available on the proposed project:

- A. **Approval:** If the proposed request is found to be acceptable, approval of the applicable following actions should be taken:

Approval of the Preliminary Plat subject to the following conditions:

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

Preliminary Plat	6/25/2007
Preliminary Overall Site Plan	6/25/2007
Preliminary Grading and Drainage Plan	6/25/2007
Preliminary Overall Utility Plan	6/25/2007
Preliminary Landscape Plan	6/25/2007
Preliminary Tree Inventory and Preservation Plan	6/25/2007
Building Elevations	6/25/2007
Trail Plan	6/25/2007
Signage Location Site Plan	10/11/2007

2. Prior to final plat and plan approval, the final grading, drainage and erosion control, and utility plans shall be approved by the Director of Public Works.
3. Drainage and utility easements shall be provided on the final plat as required by the Director of Public Works.
4. The ownership of all of the natural area/open space be owned in private ownership by the property owner. A conservation easement shall be required by the City restricting the use of the open space.

5. All rooftop equipment shall be completely screened from view from the public streets. Screening materials shall be compatible with the building's overall design. If the mechanical equipment is found to be visible after construction, the applicant shall provide screening subject to the approval of the City.
6. Park dedication shall consist of a cash contribution in the amount of the rates in effect at the time the final plat is approved.
7. All parking lot and building lighting on site shall be a down cast "shoe-box" style and the bulb shall not be visible from property lines. The design of the fixtures shall be subject to further staff review prior to final plan approval.
8. All plans shall be subject to the review and approval of the Fire Marshal.
9. The approval of the preliminary Plat and PUD development plans are subject to the review and comment from MnDOT and Dakota County.
10. Prior to execution of the plat by the City and prior to recording of the plat with the County, the Owner shall execute a Storm Water Facilities Maintenance Agreement with the City whereby the Owner of Outlots H through W and Lots 1, Block 1 shall be responsible for the maintenance of storm water improvements on such lots.
11. The Agreement shall provide that the following storm water improvements shall be maintained by the following entities; in instances where the City is not responsible for maintenance of the storm water improvements, the City shall nonetheless have the right to repair, maintain and replace the improvements if the responsible party does not fulfill its responsibility and the City shall have the right to charge the costs to the responsible party and impose the charges on the property if the responsible party fails to pay the costs.

Type of Storm Water Improvement	Location of Storm Water Improvement	Responsible Party
Regional ponds	East side (SP 8, SP 17, SP22)	City of IGH
Infiltration basins	Throughout Site	Developer
Rain Gardens	Throughout Site	Developer

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

13. Prior to execution of the plat by the City and prior to recording of the plat with the County, the Owner shall execute a Conservation and Open Space Easement over portions of Outlot W. The easement shall provide that the area must be retained in a natural and scenic state with no removal of vegetation and no mowing of the vegetation except to the extent identified in the easement. The vegetation management practices, such as vegetation removal and vegetation mowing, shall be subject to approval of the City's Planning Department before the final plat. The easement shall be in favor of the City and enforceable by the City. Implementation of the vegetation management plan shall be the responsibility of the developer. In instances where the City is not responsible for maintenance, the City shall nonetheless have the right to maintain the Conservation and Open Space Easement if the responsible party does not fulfill its responsibility and the City shall have the right to charge the costs to the responsible party and impose the charges on identified property in the plat if the responsible party fails to pay the costs.
14. Prior to execution of the plat by the City and prior to recording of the plat with the County, the Developer must pay the City utility plat connection fees consisting of a Water Utility Fee, Sanitary Sewer Utility fee and Storm Water Sewer Utility fee according to the formulas adopted by city ordinance.
15. In the Development Contract, the Developer and Owner shall acknowledge that at the time the building permits are obtained additional connection fees for the water utility system and sanitary sewer utility system are due and owing.
16. In the Development Contract, the Developer and Owner shall agree that the following elements of the Planned Unit Development shall not be altered, changed or removed without first obtaining the following consents:

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

17. The Developer and Owner shall execute an Acknowledgement of Planned Unit Development Zoning. This Acknowledgement shall state that property within the plat is subject to the approved PUD plans and PUD zoning and that the development on the

property must conform to the PUD plans and PUD zoning. This Acknowledgement shall be recorded when the plat is recorded.

18. The Developer and Owner shall enter into a Development Contract with the City. The form of Development Contract shall substantially comply with the model Development Contract which is part of the Administrative Code, taking into account the particular requirements of the Planned Unit Development plans.
19. The Development Contract shall provide that parking lots associated with specific buildings are completed before a Certificate of Occupancy is issued.
20. The following documents shall be recorded when the plat is recorded:
  - Development Contract;
  - Storm Water Facilities Maintenance Agreement;
  - Conservation Open Space Easement; and
  - Acknowledgement of PUD Zoning.
21. The City is in the process of planning or constructing sanitary sewer and water trunk lines to provide trunk service for the platted area. The Developer is responsible for constructing the lateral lines and the service lines. The Development Contract shall provide that the Developer and Owner release and hold the City harmless from any claim resulting from the delay in completing construction of the City trunk utility lines.
22. All private streets shall be maintained by the Home Owners Association.
23. A temporary street connection between the proposed CSAH 28 to the existing Argenta Trail shall be required to be constructed by the developer as part of the plat approval.
24. Prior to City Council review of the final PUD development plans, a second access to the townhome development shall be provided based on the Fire Marshall's comments. This access shall include a drop curb and minimum 12' wide heavy duty asphalt surface.
25. Prior to City Council review of the final PUD development plans, Architectural elevations of the smaller commercial buildings shall be provided along with a design guidelines manual controlling architecture and site design for the district.
26. Prior to City Council review of the final PUD development plans, the plans shall be modified such that visitor parking shall be accommodated in the single family and townhome neighborhoods.
27. Prior to City Council review of the final PUD development plans, the landscape plan shall be modified to identify quantities of plant materials proposed for verification of code compliance.

28. Prior to City Council review of the final PUD development plans, a reforestation plan shall be provided indicating the location of a replacement trees on site in addition to the landscaping requirements described by the ordinance.
29. Prior to City Council review of the final PUD development plans, wetland buffers shall be provided around the perimeter of all wetlands. The developer shall describe the proposed seed mix, installation and erosion control measures for the buffer areas on the landscape plan.
30. All signage for the proposed Lot 1, Block 1 and all future proposed development shall be subject to review and approval by the City.
31. Prior to City Council review of the final PUD development plans, a noise assessment of the proposed development from the major roadways (State and County) including Highway 55, Robert Street and the proposed CSAH 28 shall be required. This analysis should outline areas of concern and detail mitigation strategies for reducing noise pollution on site.
32. All residential construction shall conform to the noise mitigation measures as defined in the Airport Noise Abatement Overlay District, Section 515.80. Subd. 34 of the City Code.
33. Prior to City Council review of the final PUD development plans, a complete traffic study shall be required addressing the main intersections with county and state roads. This report will be subject to City, County and MNDOT approval.
34. Prior to City Council review of the final PUD development plans, the Developer must demonstrate how grading of the custom lots, streets and retaining walls function for the long term, realizing the development of individual lots and construction timing.
35. Prior to City Council review of the PUD development plans, the Developer must demonstrate how the trail system can be graded through the open space area. Benches for proper trail widths and cross culverts for drainage shall be designed and implemented into the grading and drainage plans and shall respond to the stormwater ponding and infiltration network.
36. Prior to City Council review of the final PUD development plans, the Developer must respond to all of the comments of the Emmons and Oliver memorandum.
37. Prior to City Council review of the final PUD development plans, the applicant must supply documentation of any archeological significant areas within the project boundaries. The proposed development plans must respond to any findings on the site.

38. Any contaminated sites or old dump sites must be addressed in compliance with Dakota County and MPCA rules before permits are issued. Specific details of any clean up to be addressed in the development contract.
  39. The private streets shown at 24' in the custom single family and small lot single family neighborhoods and in the townhouse neighborhood do not allow for on-street parking. If no other guest parking areas are being provided within these neighborhoods, these streets shall be modified to 28' width to accommodate parking on both sides.
  40. Street lighting shall be required within the single family neighborhoods and along all public streets. The street lighting plans shall be approved by the City and Dakota County or MnDOT where appropriate prior to installation.
  41. Separate trail easements shall be granted to the City for the trail system through the development. The City shall be responsible for the maintenance of the trail and trail easement area.
- B. Denial:** Should the proposed request, or portions thereof, not be found to be acceptable, the appropriate requests described above should be denied. The basis for denial must be stated in any such motion.

### **RECOMMENDATION**

Based on the above analysis staff recommends approval of all three requests including

- the proposed rezoning of Argenta Hills from A-Agriculture to B-4 Shopping Center, R-1C One Family Residential and R-3A Multi-Family Residential. (Final approval of this rezoning is subject to the City Council approval of the related Comprehensive Plan Amendment.)
- Preliminary Development Plan (PUD)
- Preliminary Plat

Approvals of the Preliminary Development Plan and Preliminary Plat are subject to the conditions referenced above.

Findings in support of this recommendation are as follows:

1. The market currently is poor for any kind of multiple family housing product and if we require more density, the City may have to wait a year or two for development to occur within the Northwest Area, complicating the efficient delivery of urban services

2. The terrain is difficult with a lot of steep slopes creating development challenges and roadway connectivity challenges.
3. A lot of the site is consumed by County ROW and three regional storm water ponds thus challenging development capacity on site.
4. The development project satisfies the basic intent of the Northwest Area by integrating open space and highest quality natural systems as into the development, providing innovative stormwater management practices and retaining storm water to the project area.
5. The proposed use is generally consistent with the Comprehensive Plan including the proposed amendment to the Comprehensive Plan.
6. The proposed project will provide the first stages of the planned extension of CSAH 28 and the extension of infrastructure to serve the Northwest Area.

**Attachments:**

Location Map

Rendered Site Plan

Site Layout Plan dated 6.7.2007

Natural Resources Map

Open Space Plan

Development Capacity Plan

Preliminary Plat dated 6.25.2007

Preliminary Phasing Plan dated 6.25.2007

Trails, Walks & Green Framework Plan

Roadway & Trail Plan

Future Roadway Connectivity Plan

East West Pedestrian Connection

Executive Summary - Tree Survey Calculations

Memo from Parks & Recreation dated August 8, 2007

Memo from Emmons and Olivier dated 8.29.2007

MnDOT Review Letter dated August 8, 2007

**MGT Development Memorandum dated October 12, 2007**

**Signage Location Plan dated October 11, 2007**

**Concept Signage Sketches dated September 17, 2007**

**Main Street - Argenta Perspective Sketch**

**Target View Perspective Sketch**

**Commercial Buildings Schematic Elevations dated August 7, 2007**

**Argenta Hills Design Guidelines Outline**

**Design Features (9 sheets)**

**Overall Stormwater Plan (2 sheets)**

**Stormwater Details (3 sheets)**

**Grading and Drainage Plans (9 sheets)**

**Landscape Plans (8 sheets)**

**Residential Lot Design Layout (3 sheets)**

**CITY OF INVER GROVE HEIGHTS**

**REQUEST FOR COUNCIL ACTION**

**I-STATE TRUCKING;** Variances to construct three wall signs that exceed 100 square feet;

Meeting Date: January 28, 2008  
Item Type: Regular Agenda  
Contact: Jenn Emmerich; 651.450.2553  
Prepared by: Jenn Emmerich, Asst. City Planner  
Reviewed by:

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

**PURPOSE/ACTION REQUESTED**

- a) Consider approving variances to construct three wall signs that exceed 100 square feet.
  - Requires 3/5th's vote.
  - 60-day deadline: February 1, 2008

**SUMMARY**

I-State is a trucking operation that caters mostly to semi drivers by selling and servicing semis. They are looking to construct new signage on their I-1 zoned lot. Though the total signage is below the allowed signage on the lot, three of the proposed signs require variances. The I-1 District limits the maximum sign size of any wall or free-standing sign to 100 square feet. The applicant is asking to construct three wall signs, each of which exceeds 100 square feet. Two of the signs would be located on the west side of the building, which faces Hwy 52/55. The first sign would be 133 square feet (33' 4" x 4') and would read "Body Shop". The second sign on the west side would be the largest of the three signs at 350 square feet (35' x 10') and would be the principle advertising sign for I-State Trucking. The third sign, located on the north side, would be 140 square feet (13'6" x 32') and would be another advertising sign for the business.

Since the Planning Commission meeting on January 2, 2008, the applicant has submitted additional information about the request. This additional information is attached to this memo.

**RECOMMENDATION**

Analysis The property does not have any special conditions that would require the very large proposed walls signs. In the recently submitted information, the applicant states that their business relies heavily upon transient traffic. However, the proposed signage still would not be visible from the 117<sup>th</sup> Street overpass. Additionally, denying these variances would not preclude the applicants from reasonable use of their property. The property already features a free-standing sign that exceeds the allowed signage.

Planning Staff Recommends denial of the variance requests.

Planning Commission Recommends denial of the request (7-1).

Parks and Recreation Not applicable.

Attachments Variance Denial Resolution  
Planning Commission Recommendation  
Letter with supporting photos and renderings dated January 23, 2008  
Planning Report

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

**RESOLUTION NO. \_\_\_\_\_**

**RESOLUTION DENYING VARIANCES TO CONSTRUCT THREE WALL SIGNS GREATER  
THAN 100 SQUARE FEET.**

**CASE NO. 07-57V  
(I-State Trucking)**

Property located at 11152 Courthouse Boulevard and legally described as follows:

**Lot 1, Block 1 of IState Truck Center of Dakota County, Minnesota**

**WHEREAS**, an application has been received for Variances from the maximum allowed signage standard to construct three signs greater than 100 square feet;

**WHEREAS**, the afore described property is zoned I-1; Limited Industry District;

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

**WHEREAS**, the City of Inver Grove Heights Planning Commission reviewed the request on January 2, 2008 in accordance with City Code Section 515.40, Subd. 3C;

**WHEREAS**, a hardship, was not found to exist. Rather the request is a convenience as the lot already features a free-standing sign greater than 100 square feet. The lot does not have any unique conditions that require large signage and the proposed sign would not be visible from the 117<sup>th</sup> Street overpass. Additionally, denying the variances would not preclude the applicants from having reasonable use of their property.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS**, that Variances to construct three wall signs greater than 100 square feet is hereby denied.

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

Adopted by the City Council of Inver Grove Heights this 28<sup>th</sup> day of January 2008.

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George Tourville, Mayor

Ayes:

Nays:

ATTEST:

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Melissa Rheaume, Deputy Clerk

**RECOMMENDATION TO  
CITY OF INVER GROVE HEIGHTS**

**TO:** Mayor and City Council of Inver Grove Heights

**FROM:** Planning Commission

**DATE:** January 2, 2008

**SUBJECT:** I-STATE – CASE NO. 07-57V

**Reading of Public Notice**

Commissioner Simon read the public hearing notice to consider the request for a variance to construct three signs that are greater than 100 square feet in size for the property located at 11152 Courthouse Boulevard. 14 notices were mailed.

**Presentation of Request**

Jennifer Emmerich, Assistant Planner, explained the request as detailed in the report. She advised that the applicants constructed a new building at the existing site and are now looking to construct new signage. Though the total signage requested is below the allowed signage on the lot, three of the proposed signs require variances as they exceed the 100 square foot maximum sign size. The three signs being requested are 1) 133 square foot sign reading 'Body Shop' to be located on the west side of the building, 2) 350 square foot sign reading 'I-State Trucking' to be located on the west side of the building, and 3) 140 square foot sign reading 'I-State Trucking' to be located on the north side of the building. In addition to the proposed signage, the applicant will be relocating the existing 160 square foot 'Freightliner' pylon sign to the south side of the parking lot; no variances are required. Ms. Emmerich noted that a variance was granted for a 670 square foot 'Travel Plaza' sign at 11600 Courthouse Boulevard. She stated that variance was granted based on their business relying heavily on impulse traffic from traveling vehicles and the fact that their existing signage was blocked by the newly constructed overpass on 117<sup>th</sup> Street. Staff believes that the variance criteria for this request has not been met and recommends denial of the requested variances.

Chair Bartholomew asked for clarification of the maximum allowed signage.

Ms. Emmerich advised that the maximum allowed wall sign in the I-1 zoning district was 100 square feet, whereas a 350 foot wall sign was allowed in the B-3 and B-4 zoning districts.

Commissioner Gooch questioned why the 'Travel Plaza' sign was approved to be located on a building not related to the 'Travel Plaza'.

Commissioner Simon asked if staff had received responses from any of the 14 mailings, to which Ms. Emmerich replied they had not.

Commissioner Simon asked if relocating the 'Freightliner' pylon sign would negate the existing variance, to which Ms. Emmerich replied it would not.

Commissioner Schaeffer asked if the applicants would be allowed to have seventeen 100 foot signs since they were allowed a total of 1,773 square feet of signage, to which

Ms. Emmerich replied in the affirmative.

### **Opening of Public Hearing**

Kent Klausing, 1172 Charleton, stated their business relied on impulse traffic just as the Travel Plaza's did, and that visibility was important to them for name recognition and making drivers aware of their location. He stated they would prefer to have the three larger signs being requested as opposed to seventeen 100 foot signs as it would be less cluttered and more professional in appearance.

Sara Wang from Sign Art, 2170 Dodd Road, stated a larger, more visible sign would decrease safety concerns in regards to drivers trying to locate their facility while traveling 65 mph in heavy duty trucks. She advised that the 'Body Shop' sign would make travelers aware that a body shop was available and would help drivers better navigate their parking lot upon entering the facility, and that the sign on the north elevation would help distinguish that as the front entrance. Ms. Wang stated that several factors hindered their visibility, including 1) high voltage power lines installed after I-State purchased the property, 2) the new overpass at 117<sup>th</sup> Street, and 3) the berm along Highway 52 that was raised as part of the reconstruction of Courthouse Boulevard.

Chair Bartholomew stated he did not feel the building was obstructed from view. He then asked for the proposed height of the 'Freightliner' sign at its new location.

Ms. Wang advised it would be 10 feet higher than the I-State building.

Commissioner Simon questioned whether vehicles driving northbound would actually turn around and come back if they missed the 117<sup>th</sup> Street exit.

Mr. Klausing stated he felt they would, and added that the larger impact for northbound traffic was making drivers aware that the facility was there and could be visited in the future. He stated the proposed signs would also be more visible to southbound traffic.

Commissioner Roberts suggested the applicants take advantage of the advertising signage options provided by the State along Highway 52/55 rather than requesting larger signs, stating he could find no hardship.

Mr. Klausing stated signage was needed for name recognition just as it was for car dealerships as they were dealing with transient customers.

Chair Bartholomew stated he could not support the request without a clear hardship.

Mr. Klausing stated his business would be adversely affected if this variance was not approved.

Commissioner Roberts asked if the applicants could provide scientific evidence that the size of this sign would make a difference.

Ms. Wang advised that letter height studies had been done to show which letter height was visible at specific speeds and distances from the road, but that she did not have that data with her at this time.

Commissioner Gooch asked the applicants if they knew of other cities in this area that

would allow the requested signage.

Ms. Wang stated her company made the 'Gander Mountain' signs which were a minimum of 350 square feet and were found in many municipalities around the country, but that she could not point out specific cities in this area.

Ms. Emmerich noted that 'Gander Mountain' stores would typically be located in the B-3 or B-4 zoning districts whereas I-State was zoned I-1.

Commissioner Hark questioned why such a large sign was being requested for the north side of the building since it would not be visible from Highway 52/55.

Mr. Klausung replied that it had more to do with proportion and balance.

Ms. Wang stated they also wanted to clearly identify the front entrance of the building.

Commissioner Hark asked if the 'Freightliner' pylon sign would obstruct the existing sign south of I-State, to which Ms. Wang replied it would not as it would be below the existing sign.

Commissioner Schaeffer asked what the 'Travel Plaza' property was zoned.

Ms. Emmerich advised it was zoned I-1.

Commissioner Schaeffer stated that the fact that a similarly zoned property close in proximity to the subject property was granted a variance for a larger sign seemed to pose a precedent. He added that he would prefer the three larger signs being proposed to seventeen smaller signs, and stated that the signs being requested seemed to be proportionate to the building size.

Commissioner Wippermann stated in his opinion the 'Travel Plaza' signs were not a precedent because there were different circumstances attached to that application whereas he could not find a qualified hardship for the I-State request.

#### **Planning Commission Discussion**

Commissioner Gooch asked staff to provide the definition of a sign, stating that one could make the argument that each word in 'I-State Trucking' was a separate sign.

Ms. Emmerich read the definition of a sign, and advised that defining signs such as was being suggested would be problematic and that it has been the City's practice to consider the entire name as one sign.

Commissioner Schaefer stated that although he felt this was a quality proposal, he could not recommend approval of the request without a hardship.

#### **Planning Commission Recommendation**

Motion by Commissioner Simon, second by Commissioner Hark, to deny, based on lack of hardship, the request for variances to allow three wall signs to exceed the 100 square foot maximum size for the property located at 11152 Courthouse Boulevard.

Motion carried (7/1 – Gooch). This matter goes to the City Council on January 28, 2008.

Lee A. Henderson  
(612) 746-5750  
lhenderson@hessianmckasy.com

January 23, 2008

Mayor George Tourville &  
Members of the City Council  
City of Inver Grove Heights  
8150 Barbara Avenue  
Inver Grove Heights, MN 55077

**Re: I-State Truck Center Sign Variance Application**

Dear Mayor Tourville & City Council Members:

On the City Council Agenda for January 28, 2008 is a pending application from I-State Truck Center for a variance to permit I-State Truck Center ("I-State") to install three wall signs on its new building, currently being built at 11152 Courthouse Boulevard in Inver Grove Heights (IGH). City staff opposed the variance, mostly on principle, and that position was adopted by the Planning Commission. I-State seeks the approval of the City Council for the requested variances to complete an \$11 million investment in this building which is bringing new tax dollars, and many new jobs to IGH.

**I-STATE TRUCK CENTER BACKGROUND**

I-State is headquartered in the Twin Cities and currently has four retail Freightliner truck operations, in Roseville, Inver Grove Heights, Billings, MT and Great Falls, MT. I-State is a Freightliner truck dealer and provides new truck sales, parts and service and a body shop to Freightliner truck customers.

Much of I-State's customer base is transient, i.e. truckers traveling through Minnesota, who need repairs to their trucks. Freightliner requires that the operation runs 24/7 so that customers can always find a repair location to handle emergency repairs. Given the standard truck routes into and out of the Twin Cities, most of the truck traffic to IGH will be coming to the facility from the north.

I-State is currently building a 70,000 square foot building on its existing IGH site to replace the 14,000 square foot building currently on the site. The new building is set back from the highway over 500 feet. I-State plans to close its Roseville operation and substantially expand the IGH site, adding approximately 100 good paying jobs in IGH. When complete the IGH building will be one of the largest, most modern, and technologically sophisticated Freightliner truck facilities between Chicago and the west coast.

## **THE PROPERTY**

The property is located in an I-1 zoning district. The I-State building is located on the east side of Highway 52 north of the 117<sup>th</sup> Street overpass. Attached as Exhibit A is an aerial view of the general area that identifies the property and the surrounding area. As a result of the topography of Highway 52, the recent changes to limit highway access, the recent addition of landscaping and power lines, this property is very difficult to see from the highway. Attached as Exhibits B and C are two photographs taken from Highway 52 traveling from the north, heading south towards the property. You will notice that it is almost impossible to see the property from the highway until you are right at the property. Attached as Exhibit D is a similar photograph taken from Highway 52 heading north from the 117<sup>th</sup> Street overpass. Again, you can see how difficult it is to see the property.

The difficult with visibility of the property is due to the reconstruction of Highway 52, the construction of the large power lines, and the ancillary landscaping that went with the reconstruction. In addition, the building is set back from the highway over 500 feet. As a result, visibility to this property is difficult from the highway, until a driver is right near the property. As a result of these unique circumstances, it is important that truck drivers be able to easily and quickly identify the location with appropriate signage, so that a truck can move into the right lane to safely exit onto 117<sup>th</sup> Street and get to the facility by the frontage road.

## **THE I-STATE SIGN PROPOSAL**

I-State has submitted a variance request to put three signs on its new building: (a) an I-State Truck Center sign above the entrance to the building on the north side of the building; (b) an I-State Truck Center sign on the west wall of the building which would be the primary signage visible from Highway 52; and (c) a Body Shop sign on the west wall of the building which will alert drivers of the existence of the Body Shop (a service not currently available in IGH). A copy of the sign plan as designed by Sign Art Co., a professional sign company, is attached as Exhibit E.

The entrance sign is 141 square feet, slightly larger than the 100 square foot limit in the ordinance. Sign Art designed the sign to fit the size of the building and provide a nice entry for customers into the building.

The I-State Truck Center wall sign is 350 square feet. This sign was also designed by Sign Art with two purposes: (a) to provide the necessary visibility to Highway 52 so that truckers driving at highway speeds would see the sign and have a chance to safely exit onto 117<sup>th</sup> Street to get to the facility, and (b) to fit proportionately onto the large wall that is facing Highway 52 (estimated to be approximately 44 ft high by 300 ft long).

The Body Shop sign is 133 square feet, slightly larger than the 100 square foot limit. Again, the purpose of the sign is to provide visibility from the highway and a proportional look to the building.

Under the ordinance, I-State would be entitled to have 1,773 square feet of signage. These signs constitute only 624 square feet of signage.

## **THE ORDINANCE**

The current IGH sign ordinance for the I-1 zoning district limits sign size to 100 square feet. Recently IGH amended its sign ordinance in the B-3 and B-4 retail districts to permit signs up to 350 square feet that are located on buildings greater than 50,000 square feet. It is unclear why the City did not include the I-1 zone in its amended ordinance for buildings greater than 50,000 square feet. Presumably, it was because there were no buildings larger than 50,000 square feet contemplated in the I-1 zone at the time of the amendment. There is no logical distinction for allowing 350 square foot signs in B-3 and B-4 districts, but not in I-1 districts.

The ordinance also allows multiple signs on a wall surface as long as they are 100 square feet in size. Thus I-State could put many more signs on the wall surface than are proposed and could even theoretically break up its proposed sign into multiple smaller signs. That however, would not meet I-State's desire to be a good citizen of IGH nor exhibit the professionalism that I-State embodies in its buildings and people.

## **SAFETY**

Cities often cite safety concerns as the reason why restrictive sign ordinances are necessary, fearing that very large signs will distract drivers and cause traffic accidents. In fact, the research has actually come to the opposite conclusion. Study after study has concluded that appropriately sized, placed, illuminated, and maintained signs actually promote traffic safety. See attached Exhibit F.

In this case, it is clear that a large sign will assist truck drivers in locating the I-State facility and make a safe exit onto 117<sup>th</sup> Street. Large trucks with trailers need time to change lanes and slow down. Thus it is in the public's interest to make sure that the truck drivers can see the sign for the facility as easily as possible to ensure that they have sufficient time to slow down, change lanes and exit the roadway.

## **COMPARISON OF SIGN SIZES**

A person's ability to read and comprehend signs is dependent on the size of the sign, its visibility, and the speed at which the person is traveling. Studies demonstrate that people generally need 5 seconds to read and understand 10 characters of text. It takes at least 8 seconds for a person to react to a sign that is seen. At 65 miles per hour (the speed limit on Highway 52) it takes 500 feet of travel just to read and understand a 10 character message. It takes 763 feet of minimum reaction time to respond to a sign. The size of the sign affects the speed at which it is understood. Current recommendations are that sign size be at least 1" for each 40 feet of distance at which the sign is to be seen. The distance from the I-State building to the spot on Highway 52 from which it can first be seen is about 3,000 feet. At that distance the appropriate sign size would be 75 inches. The proposed I-State sign has some letters at 77 inches and some at 45 inches, well within those proposed guidelines. The research with respect to sign size is complicated and not easily understood. I will have some of it with me at the council meeting if there are additional questions in this area.

Perhaps the most telling way to visualize the difference in sign sizes is to look at the proposed I-State signs reduced to the 100 square foot size stated in the ordinance. I-State asked Sign Art to put 100 square foot signs on the west side of the building superimposed on a view that would replicate what a truck driver would see driving south from the Twin Cities on Highway 52. That drawing is attached as Exhibit G. As you can see, the wall sign for I-State Truck Center, the principal means of identifying the building from the Highway is not even legible from the highway.

The proposed I-State signs are not only professionally designed to be appropriate for the size of the building, but have taken into consideration the geographic characteristics of the area and the fact that truckers will be traveling at high speeds looking for the I-State sign. The proposed signs will do the best job of ensuring that truckers can see the sign and still have an appropriate opportunity to change lanes and exit at 117<sup>th</sup> Street.

## **IMPACT ON ADJACENT PROPERTY OWNERS**

Since the proposed signs are mostly on the west wall of the building, they will not be visible to the property owners to the north and south. In fact, there is no

property owner to the north, as that is vacant DNR land. Thus the only visibility issues are facing Highway 52. There is no current use on the west side of Highway 52; most of the property across the highway is used as a gravel pit or parking lot. Thus there is no impact on adjacent property owners.

In addition, there has been no response or objection to the I-State proposal from other landowners in the area.

### **OTHER SIGNS IN THE AREA**

There are two other signs in the area that exceed the 100 square foot limit in the ordinance. The Travel Stop truck stop near 117<sup>th</sup> Street has a very large banner sign hanging from a building next to the truck stop. This sign is 670 square feet or nearly twice the size of the largest proposed sign by I-State. There is also an agricultural sign for the building adjacent to the truck stop that is also very large. Both of these signs are just banner signs lit by large lights. They lack the professionalism that will be evident in the signs proposed by I-State. They were approved based on the limited visibility in the area caused by the 117<sup>th</sup> Street overpass. I-State has similar visibility problems caused both by the 117<sup>th</sup> Street overpass and the highway characteristics from the north, as described above.

### **ANALYSIS**

The Planning Commission denied the request on the basis that I-State had failed to show a "hardship" to permit the variance to be approved.

The City staff and Planning Commission followed the variance provisions in the City ordinances which indicate that a variance requires consideration of four factors:

- (a) That 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;
- (b) That the granting of the application will not be contrary to the intent of this Ordinance and the Comprehensive Plan;
- (c) That 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; and
- (d) That economic considerations alone do not constitute an undue hardship.

The planning Commission minutes reflect that the denial was based on item (c) that there was no demonstration of undue hardship. The City staff also addressed the other criteria. This letter will address all four criteria.

(a) Special Conditions. The staff report suggested that there were no special conditions supporting the request for the larger signs. As noted above, there are numerous special factors impacting this property. The conclusions of staff that there is no “impulse traffic,” no “safety concerns” and no visibility from 117<sup>th</sup> Street are all incorrect or inaccurate conclusions. As we have noted above the business is dependent on lots of transient traffic, there are significant safety concerns related to large trucks seeing the facility and safety exiting from the highway, and the analysis of 117<sup>th</sup> Street is inapplicable to this situation.

(b) Conflict with the Comprehensive Plan. Staff acknowledges that there is no conflict with the Comprehensive Plan but indicates that the variance would be in conflict with the sign ordinance. That is true of every single variance that would be granted related to the sign ordinance. The variance by definition is a modification of the written terms of the sign ordinance. More importantly, the city has already permitted signs of 350 square feet to be placed on buildings in two other zoning districts within the city that exceed 50,000 square feet. There is no rational basis to distinguish between those buildings and the I-State building. In fact, the I-State signs will be more discreet as they are set back off the road a considerable distance. In addition, the city has already permitted two much larger signs that being proposed, to be put up very near I-State. The proposed signs are much more professional looking than the current banner signs hanging around the truck stop.

(c) Undue Hardship. City staff states that denial of the variance would “not preclude the applicant from reasonable use of their property” and that the variance would be a “convenience” since there was a previous variance granted for the existing pylon sign near the highway. Neither of these reasons constitutes a legitimate analysis of undue hardship. See the analysis below.

(d) Economic Considerations. City Staff agrees that this is not applicable to this request.

The City Planning Commission found no hardship but did not explain the basis for its finding. A look at Minnesota law suggests that both the City staff and Planning Commission were applying an incorrect standard to this variance request. It is clear that a city’s authority to grant or deny a variance cannot exceed the powers granted by *Minn. Stat. 462.357 subd. 6(2)*. *Costley v. Caromin House, Inc.*, 313 N.W.2d 21 (Minn. 1981); *Rowell v. Board of Adjustment of the City of Moorehead*, 446 N.W. 2d 917 (Minn. App. 1989)

Courts have recently begun to differentiate between “use” variances and “area” variances. Use variances seeking to create a different use than contemplated by an ordinance require a more stringent showing of hardship than area variances. *Kismet Investors, Inc. v. County of Benton*, 617 N.W. 2d 85 (Minn. App. 2000). The Court noted:

The statute, read in the context of the caselaw, supports the conclusion that the standard of practical difficulties was intended to apply to area variances and the standard of particular hardship was intended to apply to use variances.

*Id. at 90.*

In *Rowell, supra*, the Court talked about the requirements for undue hardship:

The first requirement is that the property cannot be put to a reasonable use without the variance. This provision does not mean that a property owner must show the land cannot be put to any reasonable use without the variance... Thus, we read the first part of the definition of "undue hardship" as requiring a showing that the property owner would like to use the property in a reasonable manner that is prohibited by the ordinance...

The statute and ordinances unfortunately provide no standard for determining reasonableness. Minnesota courts distinguish between area and use variances. An exemption from a setback requirement is an area variance. Practical difficulties may justify an area variance...

*Id. at 423* (citations omitted)

Finally, in *Nolan v. City of Eden Prairie*, 610 N.W. 2d 697, 701 (Minn. App. 2000), the Court noted:

The undue hardship standard requires a showing that the property owner would like to use their property in a reasonable manner that is prohibited by ordinance... *Rowell* makes clear that the three statutory requirements for granting a variance under the undue hardship standard are (1) reasonableness, (2) unique circumstances and (3) essential character of the locality.

A comparison of these standards demonstrates that the City staff and Planning Commission applied the wrong standards.

First, as noted in *Rowell* above, the legal standard of reasonableness requires not that the property owner have some other use of the property available, but that the "property owner would like to use their property in a reasonable manner that is prohibited by ordinance." The City staff applied exactly the opposite standard. They concluded that there were other reasonable uses of the property and therefore the application failed. Here, I-State has been told that its proposal

is a quality project that appears appropriate for the property– it just does not meet the specific requirements of the ordinance. Under *Rowell*, the admission that the proposal is a reasonable use of the property requires a finding that I-State has met the first standard of reasonableness.

Second, there can be no dispute that there are unique circumstances that affect this land. The configuration of Highway 52, the extensive trees on the north side of the property, the power lines, the set back from the highway, all make this property difficult to see from the highway. These limitations do not exist for example to the property on the west side of Highway 52 from I-State where sight lines are much better.

Third, there is no dispute that the request would not alter the essential character of the locality. This is a highly industrialized area near the oil refinery and a major truck stop. The signs proposed by I-State will enhance, not degrade the character of the locality.

Therefore, under the legal analysis required of area variances by Minnesota case law, I-State has clearly met the hardship requirement and the variance should be granted.

There is an additional consideration. Sign ordinances by their very nature intrude on the first amendment rights of property owners. This is particularly true of on-premises signs. Although the sign ordinance in question does not seek to regulate content, it does seek to regulate the place and manner of I-State's signs.

It is clear that to withstand constitutional scrutiny, the city must be able to show:

1. the regulation is justified by a substantial state interest
2. the regulation directly advances the interest
3. the regulation leaves open ample alternative avenues of communication for those subjected to its reach.

*City of Ladu v. Gilleo*, 512 U.S. 43 (1994); *Lorillard Tobacco Co., et al v. Reilly*, 121 S. Ct. 2404 (2001); *Heffron v. International Society for Krishna Consciousness*, 452 U.S. 640 (1981). Moreover, the burden is on the City to establish the state interest and justify the challenged restriction.

Public safety arguments will not satisfy a legitimate state interest. *Combined Communications Corp. v. City of Denver*, 542 P.2d 70 (Colo. 1975); *Metromedia, Inc. v. City of San Diego*, 453 U.S. 490 (1981).

Given the fact that the City has already approved a sign ordinance that allows a 350 square foot sign in B-3 and B-4 districts for buildings in excess of 50,000

square feet, there is no basis on which the City could justify a substantial state interest in denying such a sign in an I-1 district on a building of similar size.

Therefore, there are serious constitutional problems with efforts to deny I-State's application for its signs.

## **CONCLUSION**

I-State is completing an \$11 million facility in IGH, bringing new tax dollars to the City, almost 100 new jobs, and substantial additional related commerce as the business gets settled in IGH.

The proposed signs have been designed to deal with the unique circumstances located at this property, and to ensure that there are no public safety risks to motorists driving down Highway 52. The City has already allowed multiple larger signs just down the street and the proposed signs would comply with a building in B-3 and B-4 districts. There is no basis to deny a similar request in the I-1 district.

I-State actually believes that the best long term approach for IGH would be to amend the ordinance to make the I-1 requirements the same as B-3 and B-4 districts. In the meantime, I-State requests approval of its variance so that it can complete the building and open operations on time in March of 2008.

Thank you for your consideration of this request.

Very truly yours,



Lee A. Henderson

cc: I-State Truck Center

# General Layout of I-State Truck Center & Surrounding Area



Exhibit A

APPROACHING I-STATE FROM THE NORTH (At Inver Grove Trail)



Exhibit B

# APPROACHING I-STATE FROM THE NORTH (At Clark Road)



Exhibit C

# APPROACHING I-STATE FROM THE SOUTH (117<sup>th</sup> Street)

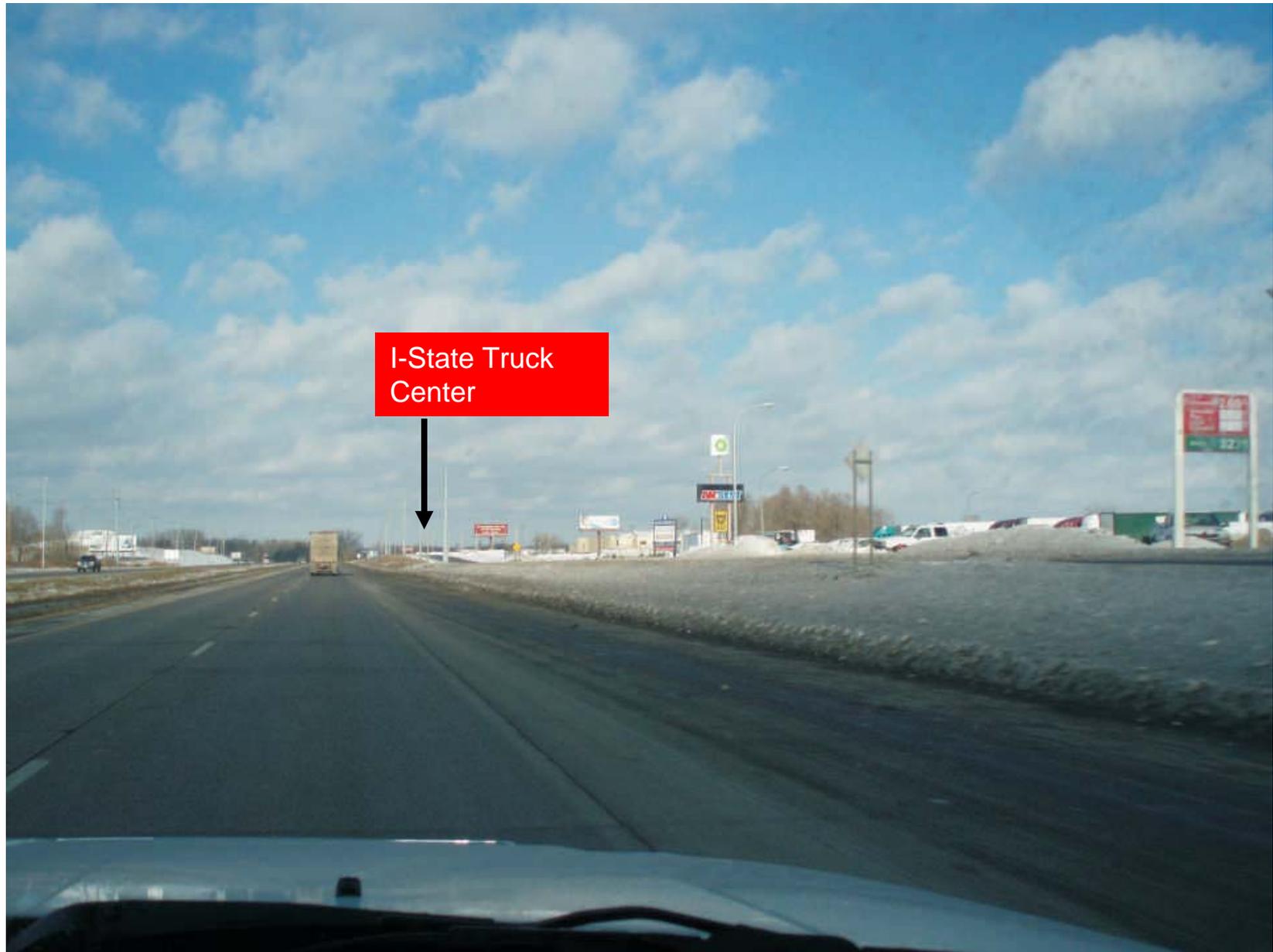
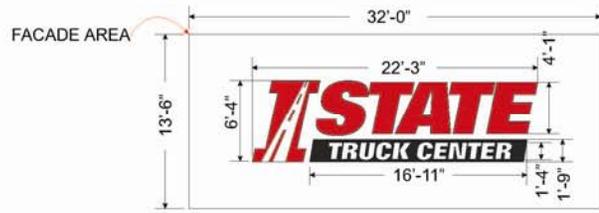


Exhibit D

# I-STATE PENDING SIGN VARIANCE REQUEST – North Side of Building



① INTERNALLY ILLUMINATED LED CHANNEL LETTERS MOUNTED FLUSH TO WALL: 6'-4" X 22'-3" = 140.91 SQ.FT.



PROJECT NAME:



ADDRESS:

INVER GROVE HEIGHTS, MN

DESCRIPTION:

PROPOSED NEW SIGNAGE

DRAWN BY:

B.KELLEY

DATE:

12.14.07

REVISED:

SCALE:

CUSTOM

CUSTOMER / LANDLORD APPROVAL:



Sign Art Co.  
Eau Claire, WI  
St. Paul, MN

PH 651-688-0563  
FX 651-688-2081

THIS DRAWING WAS CREATED TO ASSIST THE IN VERIFICATION OF THE PERIODIC. THIS DRAWING IS PROPERTY OF SIGN ART COMPANY AND MAY NOT BE REPRODUCED IN ANY MANNER.

# I-STATE PENDING SIGN VARIANCE REQUEST – West Side of Building

35'-0"

10'-0"

**I-STATE**

TRUCK CENTER

26'-8"

6'-5"

2'-1"

2'-9"

INTERNALLY ILLUMINATED LED CHANNEL LETTERS  
MOUNTED FLUSH TO WALL: 10'-0" X 35'-0" = 350 SQ.FT.  
SIGN WILL REQUIRE TWO (2) 20-AMP 120-VOLT CIRCUITS

4'-0"

**BODY SHOP**

33'-4"

INTERNALLY ILLUMINATED LED CHANNEL LETTERS  
MOUNTED FLUSH TO WALL. FONT: FUTURA EXTRA-BOLD ITALIC  
4'-0" X 33'-4" = 133.33 SQ.FT.

WEST ELEVATION

PROJECT NAME:

**I-STATE TRUCK CENTER**

ADDRESS:

INVER GROVE HEIGHTS, MN

DESCRIPTION:

PROPOSED NEW SIGNAGE

DRAWN BY:

B. KELLEY

DATE:

12.14.07

REVISED:

SCALE:

CUSTOM

CUSTOMER / LANDLORD APPROVAL:

**signart**

**Sign Art Co.**  
Eau Claire, WI  
St. Paul, MN  
PH 651-688-0563  
FX 651-688-2081  
THIS DRAWING WAS CREATED TO ASSIST YOU IN VISUALIZING OUR PROPOSAL. THIS DRAWING IS PROPERTY OF SIGN ART COMPANY AND MAY NOT BE REPRODUCED IN OTHERS.

FONT: FUTURA EXTRA-BOLD ITALIC I-State-IGH-Elev



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International Sign Association  
707 N. Saint Asaph Street  
Alexandria, VA 22314  
Phone: (703) 836-4012  
Fac: (703) 836-8353

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### Traffic Safety and Signs

#### Studies

##### Federal Highway Administration 1980 Study:

[Wachtel, J. and Netherton, R. \(1980\). Safety and Environmental Design Considerations in the Use of Commercial Electronic Variable-Message Signage. Report No. FHWA-RD-80-051. Washington, D.C: Federal Highway Administration](#)

##### Federal Highway Administration 2001 Study

[Federal Highway Administration White Paper: Safety and Asset Management](#)

#### Links

[Manual on Uniform Traffic Control Devices](#)

[Electronic Message Centers: Safe and Legal \(SBA\)](#)

#### Relevant Signlines:

- [#32: Traffic and On-Premise Sign Regulation](#)
- [#51: Conspicuity and Readability](#)

One of the main reasons that municipalities cite to justify restrictive sign codes is traffic safety. In the minds of many planners and local officials, signs distract drivers and cause traffic accidents. However, not only has study after study proven this claim to be false, but there is a great deal of research that supports the theory that appropriately sized, placed, illuminated, and maintained signs actually promote traffic safety (see "signage deficiency" and *Pennsylvania Tort Claims Study*, Gittings, 1985).

The fact of the matter is that the claim that signs cause traffic accidents cannot be backed by scientific data. This is critical because while traffic safety is considered to be a valid exercise of police power, the messages embodied in on-premise signs are entitled to constitutional protections under the First Amendment. As such, regulators must prove that their sign code furthers this governmental interest.

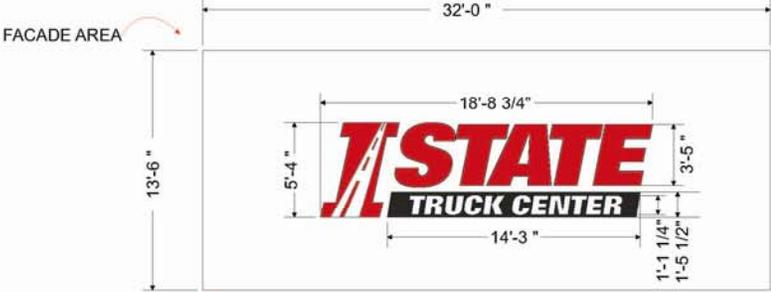
While the argument that "signs cause traffic accidents" has been put forth as reasons to severely restrict commercial signage, courts presented with the issue, after reviewing evidence and the stipulations of the parties, have routinely discarded them. The claims are based entirely upon faulty, incomplete, and unscientific research. They have been rejected many times by the Federal Highway Administration and Congress when offered as reasons to deny just compensation for the removal of outdoor advertising structures, as mandated by the federal Highway Acts of 1958, 1965, 1975 and 1978. They continue to be rebuffed by federal highway authorities and legislative bodies today.

A case in point is *Metromedia Inc v. City of San Diego*, 453 U.S. 490 (1981). In this landmark U.S. Supreme Court case, San Diego initially attempted to justify severely restricting private signage by presenting the "signs cause traffic accidents" argument. After

thorough review of available evidence by the litigants and the U.S. Supreme Court, all accepted that there was no positive correlation between private signs and traffic accidents; consequently, traffic safety, in a negative sense, was removed from the case as a reason to regulate signage.

In conclusion, the "signage deficiency" issue better serves the public interest than others which propose that on-premise signs, by their very existence, cause traffic accidents. As noted in a 1998 study by Richard N. Schwab, a former Federal Highway Administration program manager for research on highway visibility and night driving safety: "*Traffic safety is not jeopardized by the sign itself or some sort of stimulus overload; instead the culprit is inadequate sign size or lighting, or inappropriate placement, or a combination of these factors.*"

# I-STATE SIGN ORDINANCE COMPLIANT – North Side of Building



① INTERNALLY ILLUMINATED LED CHANNEL LETTERS MOUNTED FLUSH TO WALL: 5'-4" X 18'-8 3/4" = 99.96 SQ.FT.



1a

FONT: FUTURA EXTRA-BOLD ITALIC

I-State-IGH-Photo

PROJECT NAME:



ADDRESS:

INVER GROVE HEIGHTS, MN

DESCRIPTION:

PROPOSED NEW SIGNAGE

DRAWN BY:

JEFF WEISPFENNING

DATE:

12.14.07

REVISED:

1.3.08

SCALE:

CUSTOM

CUSTOMER / LANDLORD APPROVAL:



Sign Art Co.  
Eau Claire, WI  
St. Paul, MN

PH 651-688-0563  
FX 651-688-2081  
THIS DRAWING WAS CREATED TO ASSIST YOU IN VISUALIZING OUR PROPOSAL. THIS DRAWING IS PROPERTY OF SIGN ART COMPANY AND MAY NOT BE REPRODUCED BY OTHERS.

# I-STATE SIGN ORDINANCE COMPLIANT – West Side of Building



INTERNALLY ILLUMINATED LED CHANNEL LETTERS  
 MOUNTED FLUSH TO WALL: 5'-4" X 18'-8 3/4" = 99.96 SQ.FT.  
 SIGN WILL REQUIRE TWO (2) 20-AMP 120-VOLT CIRCUITS



INTERNALLY ILLUMINATED LED CHANNEL LETTERS  
 MOUNTED FLUSH TO WALL. FONT: FUTURA EXTRA-BOLD ITALIC  
 3'-3 1/2" X 28'-10" = 99.76 SQ.FT.



WEST ELEVATION

PROJECT NAME:



ADDRESS:

INVER GROVE HEIGHTS, MN

DESCRIPTION:

PROPOSED NEW SIGNAGE

DRAWN BY:

JEFF WEISPFENNING

DATE:

12.14.07

REVISED:

1.3.08

SCALE:

CUSTOM

CUSTOMER / LANDLORD APPROVAL:



Sign Art Co.  
 Eau Claire, WI  
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# PLANNING REPORT CITY OF INVER GROVE HEIGHTS

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**REPORT DATE:** December 27, 2007                      **CASE NO.:** 07-57V

**APPLICANT:** I-State Trucking

**REQUEST:** Variances to construct three wall signs that exceed 100 square feet.

**HEARING DATE:** January 2, 2008

**LOCATION:** 11152 Courthouse Blvd., Inver Grove Heights, MN

**COMP PLAN:** GI, Light Industrial

**ZONING:** I-1, Limited Industry District

**REVIEWING DIVISIONS:** Planning                      **PREPARED BY:** Jennifer Emmerich  
Assistant Planner

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## **BACKGROUND**

I-State is a trucking operation that caters mostly to semi drivers by selling and servicing semis. In November 2006, the applicant obtained several conditional use permits and a variance to construct a new building at the existing site. Now the applicant is looking to construct new signage on the lot. Though the total signage is below the allowed signage on the lot, three of the proposed signs require variances.

The I-1 District limits the maximum sign size of any wall or free-standing sign to 100 square feet. The applicant is asking to construct three wall signs, each of which exceeds 100 square feet. Two of the signs would be located on the west side of the building, which faces Hwy 52/55. The first sign would be 133 square feet (33' 4" x 4') and would read "Body Shop". The second sign on the west side would be the largest of the three signs at 350 square feet (35' x 10') and would be the principle advertising sign for I-State Trucking. The third sign, located on the north side, would be 140 square feet (13'6" x 32') and would be another advertising sign for the business.

In addition to the proposed signage, the applicant would be relocating the existing 160 square foot pylon sign. The previous landowner (Chesley Co.) obtained a variance to construct a sign greater than 100 square feet in 1997. However, with the new building, the current sign location is in the middle of the applicant's new parking lot. They will be moving it to the south side of the parking lot. The proposed location would meet all other requirements of the City Code.

### Other Sign Variances in the Area

In 2004, a variance was granted for a 670 square foot wall sign at the Travel Plaza, located at 11600 Courthouse Blvd. That variance was granted because of the addition of the overpass which blocked all former signage and the businesses when heading northbound on Hwy 52/55. Visibility from Hwy 52/55 is imperative for the Travel Plaza because it relies heavily upon impulse traffic from the traveling public.

The Council recently amended the City Code to allow a maximum 350 square foot wall sign to be constructed on buildings that exceed 50,000 square feet in the B-3 and B-4 zoning districts. This amendment was designed to address the size ratio of a larger wall surface to sign surface.

### **SPECIFIC REQUEST**

The applicant has requested variances to construct three wall signs that exceed 100 square feet. Section 515.90 Subd. 30.D.3.f. of City Code restricts the maximum sign size, for both wall and pylon signs, to 100 square feet.

### **SURROUNDING USES**

The subject site is surrounded by the following uses:

- North – Vacant (DNR); zoned I-1, Limited Industry District; guided LI, Light Industrial and SU, Special Use
- East – Vacant (DNR); zoned A, Agricultural; guided SU, Special Use
- West – Hwy 52/55
- South – Swift Transportation, zoned I-1, Limited Industry District; guided LI, Light Industrial

### **EVALUATION OF REQUEST:**

As indicated earlier, the applicant is requesting variances to exceed the maximum allowed individual sign size on an I-1 zoned lot to construct three signs that exceed 100 square feet. City Code Section 515.59, states that the City Council may grant variances in instances where practical difficulties exist or where a hardship would be imposed upon the property owner if the code were strictly enforced. In order to grant the requested variances, the City Code identifies several criteria which are to be considered. The applicant's request is reviewed below against those criteria.

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

The general intent of this standard is to limit the precedent that could be set if the variance was granted. Regarding the three wall signs, the property does not have any special conditions that would require the very large proposed wall signs. Though the building is very large, the applicant's business does not rely heavily upon impulse traffic and the proposed signage would not be visible from the overpass at 117<sup>th</sup> Street.

Additionally, there does not appear to be any traffic safety concerns that would indicate a need for larger signs.

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

The application is not contrary to the Comprehensive Plan as the future land use is Light Industrial. However, the request would be contrary to the intent of sign size limitation which is intended to limit visual impact and sign clutter of larger signs and multiple signs.

- 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.*

Not granting these variances would not preclude the applicant from reasonable use of their property. Additionally, the proposed wall signs would be considered a convenience to the applicant as City Council previously granted a variance for the existing pylon sign to increase visibility from Hwy 52/55.

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

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

## **ALTERNATIVES**

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

- A. **Approval.** If the Planning Commission favors the requested Variance, the Commission should recommend approval of the request with at least the following conditions:

1. The site shall be developed in substantial conformance with the site plan dated December 14, 2007 and the building elevation plans dated August 20, 2007 on file with the Planning Department.

Hardship: If the Planning Commission recommends approval, a hardship must be stated.

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

## **RECOMMENDATION**

Staff believes that the variance criteria has not been met and therefore Staff recommends denial of the variances as presented.

Attachments: Exhibit A – Location/Zoning Map  
Exhibit B – Applicant Narrative  
Exhibit C – Sign Plans dated December 14, 2007  
Exhibit D – Building Elevation Plan dated August 20, 2007  
Exhibit E – Photos



# I-State Trucking Case No. 07-57V

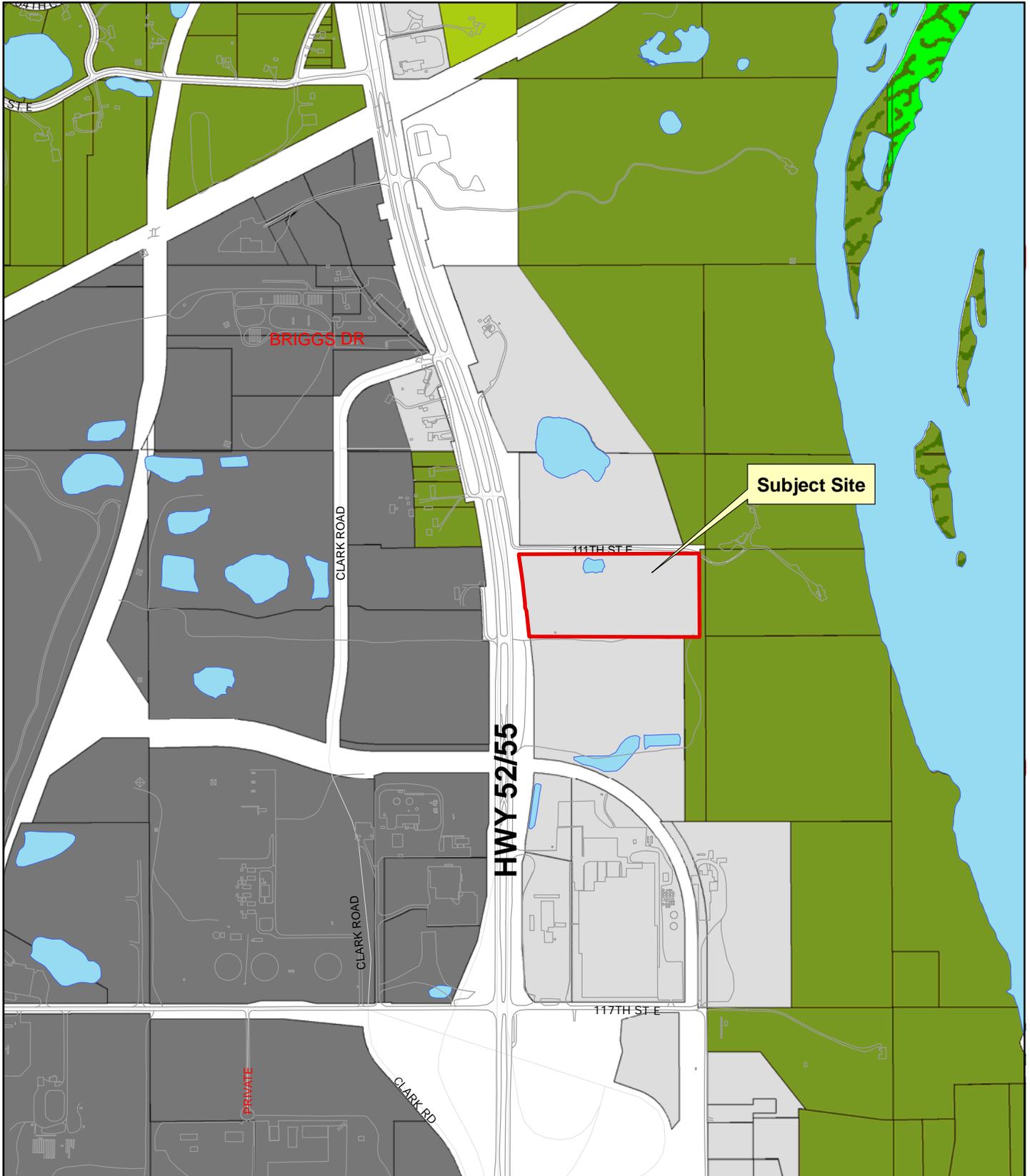


Exhibit A  
Zoning Map

December 3, 2007

I-State Truck Center  
11152 Courthouse Blvd  
Inver Grove Heights, MN

REF: Variance request for signage

To Whom It May Concern:

We are constructing a new 69,211 sq ft facility in the City of Inver Grove Heights, MN and are requesting a variance for some of the wall signs as well as relocating our existing pylon sign.

According to city code for the "I" district we are allowed four (4) sq ft per front foot of building plus one (1) sq ft per front foot of property NOT occupied by a building. We have 396 front feet of building and 189 front feet of non-occupied property.

$$396 \times 4 = 1584$$

$$189 \times 1 = 189$$

For a total of 1773 sq ft of signage allowed.

It is our understanding that we are restricted to this sq footage but have no restrictions on the number of signs on our building. It is also our understanding that "no individual sign surface shall exceed 100 sq ft". This being said, we would like to be allowed to utilize our square footage with a few "quality" signs rather than clutter our facades with many small signs.

Attached please find our elevation drawings with the proposed signage shown.

We have one (1) wall sign on the north elevation and two (2) on the west elevation that exceed 100 sq feet in area. We are a Freightliner dealer and rely mostly on transient customers which consist mostly of over the road trucks. Our building sits back approximately 290 ft from our lot line which fronts Courthouse Blvd. Visibility from the freeway (Hwy 52) is a vital part of being able to serve our target market, which again is over the road trucks traveling along Hwy 52. With our 69,211 sq foot facility comes some very large façade areas and aesthetically we would like to be able to install appropriate sized wall signs. As you can see from the attached, which is to scale, the signs in question, as well as all signs in general, look proportionate, tasteful and appropriate for the area of each façade.

The final sign that exceeds the 100 sq ft maximum is our existing pylon sign. We currently have a 160 sq ft "FREIGHTLINER" pylon sign that upon completion of construction and black top will be in the middle of our parking area. We are seeking approval to move the existing "FREIGHTLINER" pylon sign just to the south of our parking area and also elevate it to 54' OAH. City code states that no sign shall exceed more than 10' above the principal structure on the property. The height of our principal structure is 44' OAH.

We know of only one (1) neighbor, they are to our south.

Swift Transportation  
3134 117<sup>th</sup> Street East  
Inver Grove Heights, MN 55075  
ATTN: Gary Crone  
(651)480-7850

Thank you in advance for your time and consideration,

Jim Williams  
I-State Truck Center

**EXHIBIT B**

PROJECT NAME:



ADDRESS:

INVER GROVE HEIGHTS, MN

DESCRIPTION:

PROPOSED NEW SIGNAGE

DRAWN BY:

B. KELLEY

DATE:

12.14.07

REVISED:

SCALE:

CUSTOM

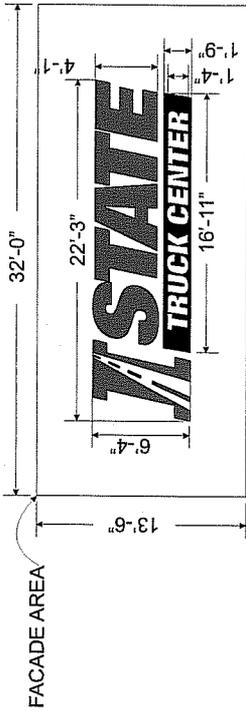
CUSTOMER / LANDLORD APPROVAL:



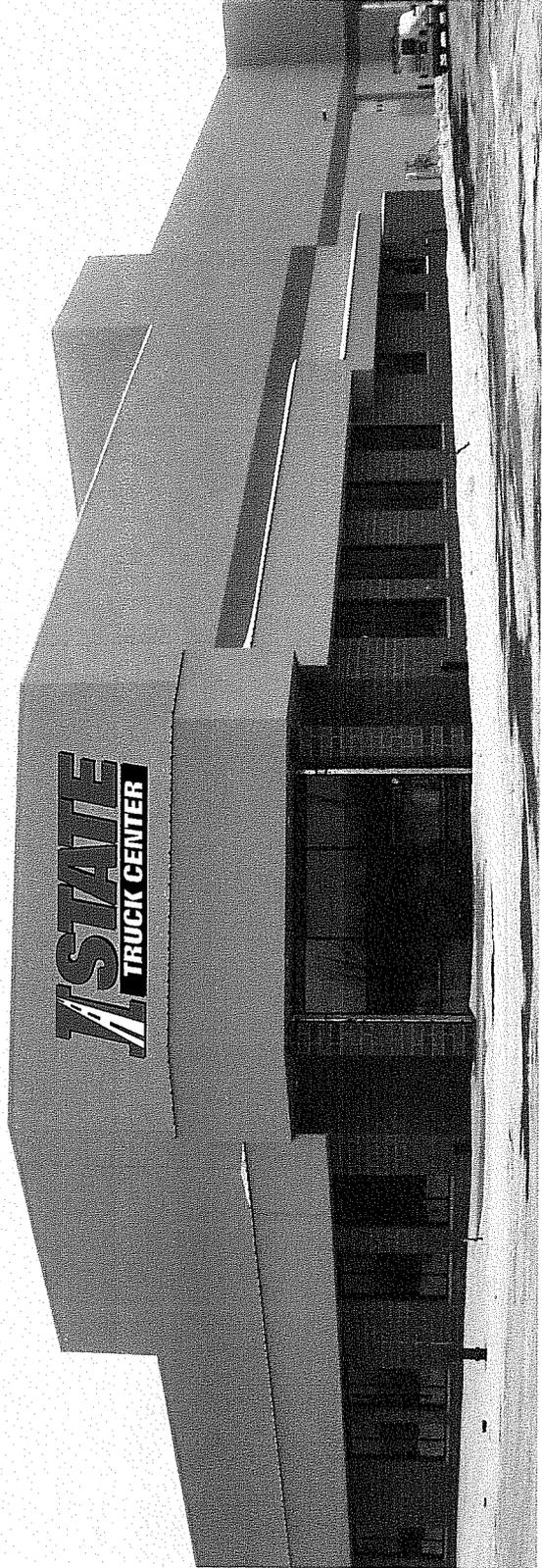
Sign Art Co.  
Eau Claire, WI  
St. Paul, MN

PH 651-688-0563  
FX 651-688-2081

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① INTERNALLY ILLUMINATED LED CHANNEL LETTERS MOUNTED FLUSH TO WALL: 6'-4" X 22'-3" = 140.91 SQ.FT.



FONT: FUTURA EXTRA-BOLD ITALIC

I-State-IGH-Elev

EXHIBIT C

PROJECT NAME:



ADDRESS:

INVER GROVE HEIGHTS, MN

DESCRIPTION:

PROPOSED NEW SIGNAGE

DRAWN BY:

B. KELLEY

DATE:

12.14.07

REVISED:

SCALE:

CUSTOM

CUSTOMER / LANDLORD APPROVAL:



Sign Art Co.  
Eau Claire, WI  
St. Paul, MN

PH 651-688-0563  
FX 651-688-2081

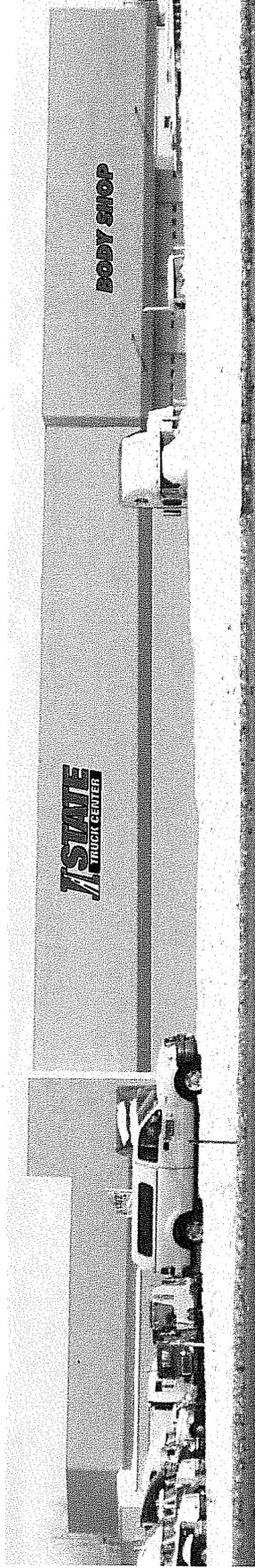
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INTERNALLY ILLUMINATED LED CHANNEL LETTERS  
MOUNTED FLUSH TO WALL; 10'-0" X 35'-0" = 350 SQ.FT.  
SIGN WILL REQUIRE TWO (2) 20-AMP 120-VOLT CIRCUITS



INTERNALLY ILLUMINATED LED CHANNEL LETTERS  
MOUNTED FLUSH TO WALL; FONT: FUTURA EXTRA-BOLD ITALIC  
4'-0" X 33'-4" = 133.33 SQ.FT.



WEST ELEVATION

I-State-IGH-Elev

FONT: FUTURA EXTRA-BOLD ITALIC

PROJECT NAME:



ADDRESS:

INVER GROVE HEIGHTS, MN

DESCRIPTION:

PROPOSED NEW SIGNAGE

DRAWN BY:

B. KELLEY

DATE:

8.20.07

REVISED:

9.4.07 10.22.07  
10.25.07 11.26.07  
12.3.07 12.17.07

SCALE:

CUSTOM

CUSTOMER/LANDLORD APPROVAL

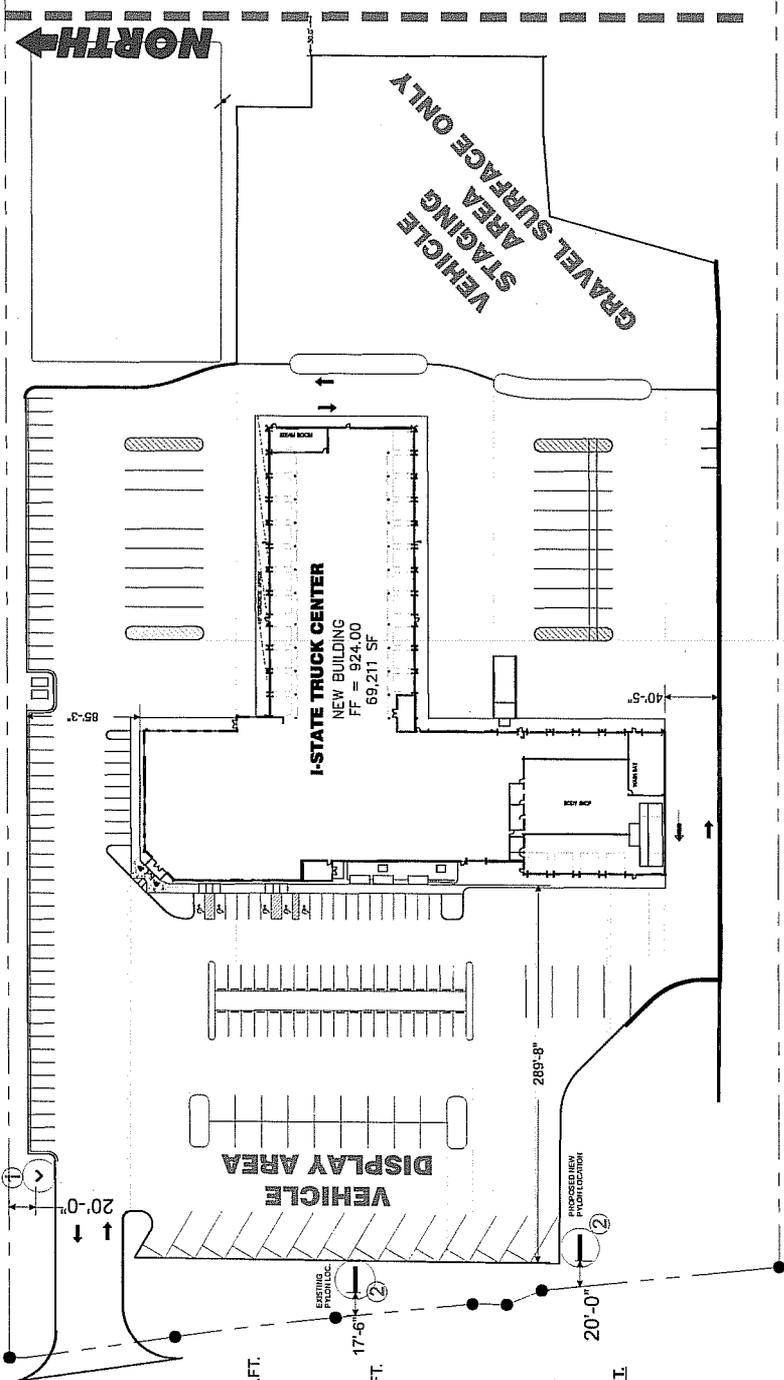


Sign Art Co.

East Claire, WI  
St. Paul, MN

PH: 651-688-6555  
FX: 651-688-2861

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**SIGN AREA ALLOWED: 1773 SQ.FT.**

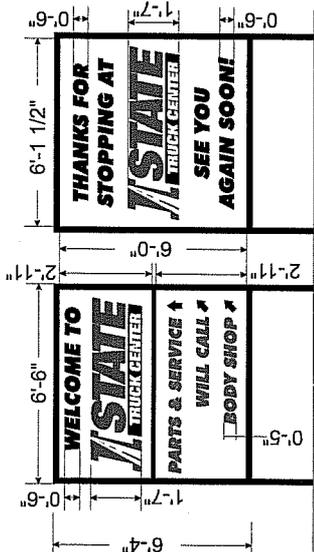
**NORTH ELEV PROPOSED SIGNAGE:**  
 I-STATE SIGN: 6'-4" X 22'-3" = 140.91 SQ.FT.  
 PARTS & SERVICE: 2'-6" X 30'-4" = 75.83 SQ.FT.  
 NORTH TOTAL: 216.74 SQ.FT.

**WEST ELEV PROPOSED SIGNAGE:**  
 BODY SHOP: 4'-0" X 33'-4" = 133.33 SQ.FT.  
 BODY SHOP AWNING: 22.5 SQ.FT.  
 WILL CALL AWNING: 23.91 SQ.FT.  
 WILL CALL LETTERS: 2'-0" X 14'-0" = 28 SQ.FT.  
 I-STATE SIGN: 10'-0" X 35'-0" = 350 SQ.FT.  
 BRAND SIGNS: 216 SQ.FT.  
 WEST TOTAL: 773.74 SQ.FT.

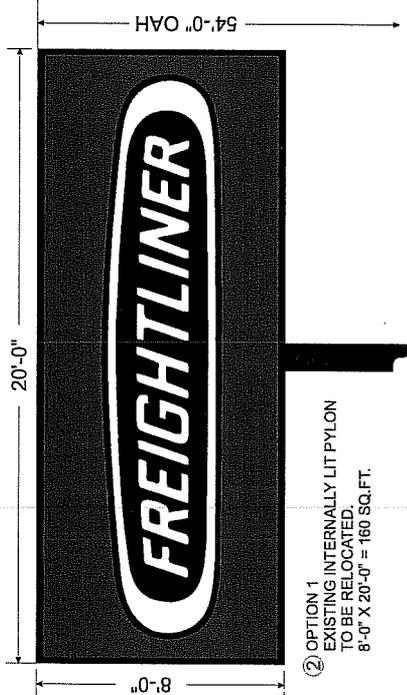
**EAST ELEV PROPOSED SIGNAGE:**  
 RECEIVING: 2'-0" X 15'-3" = 30.5 SQ.FT.  
 EAST TOTAL: 30.5 SQ.FT.

**GROUND SIGNAGE:**  
 EXISTING PYLON: 8'-0" X 20'-0" = 160 SQ.FT.  
 MONUMENT: 6'-4" X 6'-6" = 41.16 SQ.FT.  
 GROUND TOTAL: 201.16 SQ.FT.

**TOTAL PROPOSED SIGNAGE: 1222.14 SQ.FT.**



① EXTERNALLY LIT MONUMENT SIGN, DOUBLE-FACED  
 6'-4" X 6'-6" = 41.16 SQ.FT.



② OPTION 1  
 EXISTING INTERNALLY LIT PYLON TO BE RELOCATED.  
 8'-0" X 20'-0" = 160 SQ.FT.

I-State ICH-Site

EXHIBIT D



These two (2) signs are located at 11600 Courthouse Blvd.

The Travel Plaza is a truck stop, convenience store, gas station & restaurant. This sign exceeds the 100 sq ft allowance for a single sign.

IGH Distribution is a distribution facility for bottling oil for Cenex. IGH owns this facility but leases it to Cenex as their major tenant. This sign also exceeds the 100 sq ft allowance for a single sign.

*EXHIBIT E*



This is our existing pylon sign, at it's existing location. We are seeking authorization to move it to a location better suited for our lot use and also elevate it to the allowable 10' above our roofline. As you can see, the high voltage lines above prevent us from elevating it at it's current location.



These photos are taken traveling northbound on Hwy 52 as you pass under the 117th Street bridge. As you can see the sight line for our pylon as it exists today, has been obscured by the high voltage power poles that were installed after this pylon was placed. We feel that moving the pylon a few feet to the east and elevating it to the allowed height (10' above the height of the principal structure) will restore the visibility of the sign.



This photo is taken traveling south on Hwy 52. Our current building is dwarfed by our new facility being constructed just behind us. Our new 69,000+ square foot facility is allowed 1773 sq feet of signage and we are seeking authorization to use that allowance proportionately on the building facades that we will have. As you can see in the elevation drawings as well as the photo/renderings, the signs do not appear to be oversized in any way. As with the Travel Plaza and IGH Distribution signs, these signs exceed the 100 sq ft per sign maximum but do not appear to, because of the huge facades on which they appear.



This photo is taken traveling north on Courthouse Blvd. Again, the view of our pylon sign is very obscure due to the high voltage lines that run along Courthouse Blvd. This particular photo is taken in front of the Travel Plaza, which is another business that relies on over-the-road trucks as well. The nature of their business and ours compliment each other in that if a truck that is suffering mechanical problems makes it into the Travel Plaza and sees our "FREIGHTLINER" logo, they know they can get help. Another neighbor to the south of us is Swift Transportation, they are a customer of ours also, but do not rely necessarily on transient traffic, rather their own drivers coming to and from their terminal.

I-State Truck Centers are fast becoming a sought after name in the industry. This being said much of our business relies on the traffic that travels Hwy 52. With Hwy 52 having a 65 MPH speed limit, traffic moves very fast along this highway and our visibility for trucks from the north (from Hwy 494) and the south is imperative. These trucks may know exactly where to find us or may be passing through and need repair or maintenance. Either way we feel that the wall signs that we are proposing are proportionate to the size of the facade area as well as aesthetically pleasing to the eye. We would rather have some sizeable, quality signs that litter our facade areas with many small, useless signage.

**CITY OF INVER GROVE HEIGHTS**

**REQUEST FOR COUNCIL ACTION**

**MAX STEININGER INC.;** Temporary extension of operating hours for the Clark Road Pit located between Clark Road and Hwy 52/55 and south of Praxair and NSP;

Meeting Date: January 28, 2008  
Item Type: Regular Agenda  
Contact: Allan Hunting 651.450.2554  
Prepared by: Allan Hunting, City Planner  
Reviewed by:

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

**PURPOSE/ACTION REQUESTED**

- a) Consider approving the extension of operating hours for Max Steininger, Inc. to allow the pit to operate from 6:00 p.m. to 7:00 a.m., Sunday through Friday starting on April 13, 2008 and ending October 31, 2008.
- Requires 3/5th's vote.
  - 60-day deadline: N/A

**SUMMARY**

In 1999, a Sand and Gravel Zoning Overlay was granted for the property. In 2000, the Council approved a temporary hour extension for this pit for an approximate two month period between June and August of that year to allow operations to begin at 5:00 a.m.

The applicant has indicated they are in the process of bidding a project at the MSP airport for a taxiway reconstruction project. The project would be broken down to 4 phases during the requested period. They estimate they would need to operate between 50 to 70 nights during that period. The applicant is requesting an approval prior to February 8 as the project bids on February 12.

The request was received on January 21, so Staff has had little time to analyze the request. The area is zoned I-2 which is a heavy industrial category. The surrounding properties along Clark Road are zoned for business that could have 24 hour operations with semi-trucks or heavy trucks. There are two houses approximately 800+ feet to the north of the pit. These neighbors have been notified by mail of the request.

**RECOMMENDATION**

The Council has approved similar requests at this location and for Bituminous Roadways over the years. These other requests were typically for shorter periods of time. Based on the surrounding zoning and land uses in the area and that Clark Road is intended for industrial truck traffic, Staff does not believe this request would have a negative impact on the surrounding area. Public Works and Planning recommend approval of the request.

Attachments: Letter of Request from Applicant  
Location Map



January 21, 2008

E X C A V A T I O N • D E M O L I T I O N • S H O R I N G

City of Inver Grove Heights  
Attn. Planning Department  
8150 Barbara Avenue  
Inver Grove Heights, MN 55077

Fax: 651-450-2502

Re: Night Operations  
Clark Road Pit  
Outlot B, Gainey Addition

Dear Sir:

We are in the process of bidding a taxiway reconstruction project at the Minneapolis St. Paul Airport that, if we are successful, would require a variance to our hours of operation as the project is all night work. During the course of the job we will need to operate our sand pit from 6:00 pm to 7:00 am, Sunday through Friday.

The project is slated to begin April 13<sup>th</sup> and end October 31<sup>st</sup>, 2008. The extended night hours will not be continuous as the project is broken into 4 phases and does not work during the Republican Convention. We estimate that we will need to operate on about 50 to 70 nights.

We are requesting an approval prior to February 8, 2008 as this project bids on February 12<sup>th</sup>. Please call me at 612-986-9564 and let me know any further steps we must take to obtain the City's approval.

Sincerely,  
Max Steinger, Inc.

A handwritten signature in black ink, appearing to read "Greg Steinger", written over a horizontal line.

Greg Steinger



# Location Map Max Steininger Gravel Pit



NOT TO SCALE

