



INVER GROVE HEIGHTS CITY COUNCIL AGENDA
MONDAY, FEBRUARY 11, 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 28, 2007 Regular Council Meeting _____

B. Resolution Approving Disbursements for Period Ending February 6, 2008 _____

C. Consider Pay Voucher #1 for Groveland and North Valley Lighting Projects –
City Project No. 2005-04 & 2007-10 _____

D. Approve VMCC Ice Contract with ISD 199 _____

E. Approve Resolution Authorizing City Engineer to Engage the Services of Two Real
Property Appraisers and an Acquisition Agent to Assist with Southern Sanitary Sewer
System Improvements Project, City Project 2003-03 _____

F. Personnel Actions _____

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

6. **PUBLIC HEARINGS**

7. **REGULAR AGENDA**

ADMINISTRATION:

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

PARKS AND RECREATION:

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

COMMUNITY DEVELOPMENT:

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

PUBLIC WORKS:

D. CITY OF INVER GROVE HEIGHTS; Consider Resolution Accepting Bid and Awarding Contract to S. M. Hentges & Sons, Inc. for City Project No. 2007-15, Hilltop Elementary School - Safe Routes to School _____

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

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

8. MAYOR AND COUNCIL COMMENTS

9. ADJOURN

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

CALL TO ORDER/ROLL CALL The City Council of Inver Grove Heights met in regular session on Monday, January 28, 2008, in the City Council Chambers. Mayor Tourville called the meeting to order at 7:30 p.m. Present were Council members Grannis, Klein, Madden and Piekarski Krech; City Administrator Lynch, Assistant Administrator Teppen, City Attorney Kuntz, Public Works Director Thureen, Community Development Director Link, Finance Director Lanoue and Deputy Clerk Rheaume.

3. PRESENTATIONS: None.

4. CONSENT AGENDA:

Council member Madden removed items **4H, 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 & 4I, Resolution Approving Individual Project Order #6 with Kimley-Horn and Associates, Inc. for City Project No. 2003-03, Southern Sanitary Sewer System – Final Design** from the Consent Agenda.

- A. Minutes – January 14, 2008 Regular Council Meeting
- B. **Resolution 08-17** approving disbursements for period ending January 23, 2008
- D. Approve Plans and Specifications for VMCC Phase II Refrigeration Modifications
- E. Change Pay Voucher #8 for City Project No. 2005-22, Cahill South Street and Utility Improvements
- F. Pay Voucher #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
- J. **Resolution 08-26** Approving NPDES Phase II Storm Water Permit Pollutant Loading Assessment & Non-Degradation Plan
- K. **Resolutions 08-20, 08-21 and 08-22** Approving Northwest Area Easement Purchase Agreements with Howard Steenberg, True Lee and Amazing Grace Lutheran Church
- L. **Resolution 08-23** 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. Resolution 08-24 Reaffirming Approval of Temporary Charitable Gambling Permit: Lakers Junior Hockey Club Raffle at Veterans Memorial Community Center
- O. Personnel Actions

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

Ayes: 5

Nays: 0 Motion carried.

- 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

Council member Madden asked what “other” costs refer to in the project order.

Mr. Thureen responded that those costs would be included in the overall project cost.

Council member Madden clarified that the costs did not affect the City’s budget.

Motion by Klein, seconded by Madden to adopt Resolution 08-18 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

Ayes: 5

Nays: 0 Motion carried.

- 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

Council member Madden noted he had the same question that was answered for item 4H.

Council member Grannis suggested that in the future a cost for the final design be included.

Motion by Klein, seconded by Madden to adopt Resolution 08-19 approving Individual Project Order #6 with Kimley-Horn and Associates, Inc. for City Project No. 2003-03, Southern Sanitary Sewer System – Final Design

Ayes: 5

Nays: 0 Motion carried.

5. PUBLIC COMMENT: None.

6. PUBLIC HEARINGS:

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

Lynn Clarkowski, Minnesota Department of Transportation, gave a brief summary of the project components. She explained that Mn/DOT has prepared the final layout for the T.H. 53 East frontage road from 111th Street to Inver Grove Trail. She stated that the Council is being asked to consider adopting a resolution to approve the layout of the East frontage road of T.H. 52 and noted that consideration of this resolution is a part of the Municipal Consent Statute.

Ed Boyum, Mn/DOT Project Manager, explained that in 2002 a corridor study found this section of T.H. 52 to be at risk with low safety and performance levels. He stated that the ultimate goal for T.H. 52 is to design and develop a controlled access freeway. He added that Mn/DOT and the City are coordinating efforts to improve the safety along this corridor by constructing a frontage road. He stated that the current average daily traffic along the corridor is approximately 40,000 vehicles and that average is expected to increase to 52,850 by the year 2025. He explained that the cost to construct the frontage road on the East side is estimated at 4.8 million dollars. He stated that the City would finance the relocation of the water main and fire hydrants. He explained that after the road is complete Mn/DOT would release the road to the City. He noted that the completion of the project was pushed back in order to coordinate the construction of the frontage road with the completion of several City projects. He reviewed the schedule of projects and stated that the sewer would be completed prior to the construction of the frontage road, the Clark Road extension would be completed in the fall of 2008, and the East frontage road would be completed in 2009.

Council member Piekarski Krech clarified that a frontage road on the West side would still be done.

Ms. Clarkowski reiterated that there is still a cooperative project for a frontage road on the West side.

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

Ayes: 5

Nays: 0 Motion carried.

Motion by Klein, seconded by Madden to adopt Resolution 08-25 Approving Layout No. 2C of the T.H. 52 East Frontage Road from 111th Street to Inver Grove Trail in the City of Inver Grove Heights as Prepared by the Minnesota Department of Transportation.

Ayes: 5

Nays: 0 Motion carried.

7. REGULAR AGENDA

ADMINISTRATION:

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

Ms. Teppen stated that in November of 2007 Council approved moving forward with BKV Group on Schematic Design Services for the expansion/renovation of City Hall. She explained that the City Attorney suggested that the letter detailing the process be brought back to Council to insure that it is understood what the process entails and what the outcome of the process will be. She reviewed several aspects of the letter and highlighted the termination or postponement of service clause that would allow 14 days notice for either party to terminate the agreement. She noted that if the City were to decide to terminate the agreement with BKV the City would retain ownership of the schematic design.

Motion by Piekarski Krech, seconded by Grannis to approve the Letter Outlining Schematic Design Services for City Hall Expansion/Renovation.

Ayes: 5

Nays: 0 Motion carried.

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

Ms. Teppen stated that soil and groundwater conditions need to be determined on the site of the proposed City Hall expansion/renovation. She explained that the BKV Group solicited proposals for Geotechnical Exploration Services from four firms. She recommended that the proposal from American Engineering Testing, Inc. be accepted based on the firm's better understanding and articulation of the potential need for additional ground water testing.

Mayor Tourville questioned if the cost in the proposal included any extra depth testing that may be required.

Ms. Teppen responded that the cost does not include charges if an additional floor is added to the building.

Mayor Tourville suggested that a cost estimate be obtained for that potential situation.

Ted Redmond, BKV Group, stated that the firm conducting the tests will understand the size of the building and he does not anticipate a need for additional, extra-depth testing.

Council member Grannis suggested that language be added to allow the City the opportunity to be reimbursed for any litigation costs that are incurred.

Mr. Kuntz responded that there is a limitation of liability provision, and noted that Section 11 could be amended in regard to litigation reimbursement to reflect similar language in other contracts or proposals the City has accepted.

Motion by Piekarski Krech, seconded by Grannis to accept proposal from American Engineering Testing, Inc. for Geotechnical Exploration Services in the amount of \$5,395

Ayes: 5

Nays: 0 Motion carried.

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

Mr. Kuntz explained that on December 10, 2007 the Council approved a resolution that expressed the Council's intent to amend the two Host Community Agreements. He reviewed the amendments and stated that the Council directed that documents be drafted to reflect the Council's intent and the Council is asked to adopt a resolution that would approve the documents that were drafted.

Council member Klein stated that he has received a number of complaints from residents regarding the trucks using "jake" brakes at the landfill.

Rick O’Gara, Carl Bolander and Sons, stated that he made Frattalone Companies aware of the issues and complaints and he was assured that the problems would be addressed.

Keith Wunder-Joyce, 5873 Concord Blvd., stated that the biggest problem is with Frattalone’s own trucks that travel down Concord Boulevard.

Mayor Tourville commented that an ordinance could be considered if the problems are not addressed by Frattalone Companies.

Joe McBride, 4055 59th Street East, stated that he is concerned with the volume of truck traffic traveling to and from the landfill on a daily basis. He also added that the landfill is not being filled because the majority of the material being brought in is recyclable.

Mayor Tourville suggested that truck traffic and recycling information be obtained to see what the numbers actually are.

John Hartung, 6083 Cromwell Court, discussed a change in the traffic patterns and explained that residents are hearing more noise because the trucks are not entering the landfill via the front entrance.

Council member Klein asked if the issue could be tabled so these concerns could be addressed.

Mr. O’Gara explained that demolition debris comes in spurts and the level of traffic will not be continuous. He noted that the landfill is allowed to be open on Saturdays. He stated that he would have a representative from Frattalone Companies contact the City Administrator to discuss the concerns regarding truck traffic, volume of waste and the use of “jake” brakes. He added that the landfill only has ten more years left to operate.

Council member Grannis asked if Frattalone Companies could request an extension to operate beyond ten years.

Mr. Kuntz responded that an extension could be applied for and would have to come before the City Council for consideration.

Motion by Madden, seconded by Piekarski Krech to table consideration of the Resolution relating to Dawn Way Landfill to February 11, 2008

Ayes: 5

Nays: 0 Motion carried.

Mayor Tourville identified the items the Council needs additional information on as: the use of an alternate entrance to the landfill, volume of recycling at the facility, number of truck trips per day and measures taken to address the use of “jake” brakes by trucks traveling to and from the landfill.

COMMUNITY DEVELOPMENT:

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

Mr. Link explained that the County and City have been working with Mn/DOT, area property owners, and developers to determine the future alignment of County Road 28, East of Highway 3. He stated that the current alignment raises safety and operational concerns. He explained that many alignments were developed and analyzed and the recommended alignment represents a compromise between all parties involved. He noted that the realigned county road would not be constructed until development occurred on the East side of Highway 3.

Brian Sorenson, Dakota County, explained that impending development of the City and an increase in traffic reveal issues with the current intersection alignment due in large part to the tight curve of County Road 28 as it approaches T.H. 3. He stated that both the visibility of the intersection and the proximity (600 ft.) of the intersection to the interchange present a variety of safety and operational concerns.

Mr. Sorenson reviewed the six different alignment alternatives that were developed and explained the alternative analysis matrix that was used when each alignment alternative was considered. He presented the recommended alignment and stated that access was one of the main concerns of the affected property

owners. He stressed that the recommended alignment represented the best balance to service the needs of all parties involved in the process. He stated the Council is not being asked to adopt a detailed alignment design plan at this time. He added that an alignment should be defined so development could move forward with an understanding of the future roadway so that construction of the roadway could be coordinated with development as it occurs in the area.

Council member Piekarski Krech questioned the viability of the alignment given the topography of the area.

Mr. Sorenson responded that the topography issues could be resolved if the roadway was constructed in conjunction with development for grading purposes. He noted that this is not an unusual approach to take when planning a future county road.

Council member Grannis expressed concern that development on the West side would be underserved as a result of the proposed alignment and questioned why the County would not build a road on the East side right away.

Mr. Sorenson stated that it is difficult to plan and construct a road when the use of the surrounding property is unknown.

Mayor Tourville commented that the roadway was designed for a 45 mph speed limit and suggested that there is consideration to reduce that to 30 or 35 mph.

John Malensek, 1183 80th Street East, stated that he hired an engineer to develop an alternative alignment that would better serve the area. He noted that he has no problem with the proposed connection to Highway 3, but rather with the access points of the proposed roadway.

Denny Honsa, BDM, explained that the main concern with the County's alignment is that the proposed full access point would be located 100 feet away from Dr. Malensek's property line. He stated that there are also

access concerns relating to the 40-acre O'Shaughnessy property that is to be developed by the owner.

Mayor Tourville questioned the status of the potential conservation easement for the Malensek and O'Shaughnessy properties. He stated that he thought the O'Shaughnessy property was part of the easement.

Al Singer, Dakota County, responded that the O'Shaughnessy property was part of the original conservation easement discussion and noted that the County never declined the conservation easement request. He stated that it was his understanding that part of the O'Shaughnessy property was going to be included in the conservation easement and he is now hearing that the property owner has changed those plans.

Christine O'Shaughnessy, stated that there has always been discussion to develop parts of the 40-acre parcel and place other parts in a conservation easement.

Dr. Malensek added that 10-acres of the O'Shaughnessy property would be included in the conservation easement.

Mayor Tourville asked how the change to the conservation easement affected the proposed alignment.

Mr. Sorenson responded that Dr. Malensek and Ms. O'Shaughnessy have changed their alignment needs and stated that those changes would affect the development of the local street system. He reiterated that the County has concerns with the design proposed by Dr. Malensek because of the limited sight lines it presents.

Mayor Tourville asked if approving the interchange location at Highway 3 would be sufficient or if all the proposed access points in between had to be approved as well.

Mr. Sorenson responded that the proposed alignment included the access points, and noted that it would be difficult for the County to approve an interchange location without knowing how traffic is going to get to that interchange.

Council member Grannis asked how long the design on the East side has been in development.

Mr. Sorenson stated that it has been worked on for over a year.

Mr. Malensek commented that the full access point as designed goes into a wetland.

Mr. Sorenson stated that the access is a long term plan that would include a divided roadway. He noted that there is no other place to put that access point where motorists would be able to see in both directions.

Mr. Link stated that the impact on development needs to be considered if the alignment is moved to the West.

Jim Hanson, 1215 80th Street East, stated the proposed road will cut through his property but he has not objected to the road because he understands that it needs to be constructed. He added that the alignment is not ideal for any of the parties involved, but best represents the interests of everyone affected, not just one property owner.

Council member Klein noted that this is the recommended alignment and there still could be changes before a final design is agreed upon.

Mr. Sorenson explained that the County would have to come back to the City Council for approval of a formal agreement that would include cost participation. He stated that approval of a final design would need to be obtained prior to construction.

Mr. Link stated that the proposed road would not be on the Comprehensive Plan because it is a recommended alignment, not a final design.

Motion by Klein, seconded by Grannis to approve Resolution 08-27 adopting Recommended Alignment for County Road 28 East of Trunk Highway 3

Ayes: 5

Nays: 0 Motion carried.

The City Council took a five minute recess.

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

Mr. Hunting stated that the Preliminary Plat was originally in October of 2007. He explained that an incorrect mailing list was used for the required notification of property owners and that, after discussion with the City Attorney, it was decided that a supplemental hearing would be held for consideration of the preliminary plat. He stated that they have followed the same procedure with the Planning Commission and on December 4th they mailed notification to 20 property owners. He reviewed the preliminary plat of Argenta Hills and noted that no changes had been made since being considered in October.

Greg Munson, MGT Development, discussed the need for a temporary road until the alignment of County Road 28 is finalized. He stated that additional analysis is needed to ensure that the interim road is accurately constructed.

Jim Peltier, 7250 Argenta, requested more information regarding the development to the North. He stated that the interim road would impact a number of property owners.

Jarren Johnson, representing the Strehle family, stated that the proposed access points of the temporary road severely limit access to the Strehle property. He stated that the proposed right-in/right-out is the only type of access being analyzed and it would subject the property owner to increased traffic. He noted that the Strehle family is also concerned with a lack of screening between their property and the proposed road.

Bill Strehle, 7244 Argenta Trail, reiterated the concerns presented by Mr. Johnson and added that the road would re-direct access to and from his driveway.

Mr. Link explained that the County decided on the right-in/right-out access after several meetings with the City and Mn/DOT. He stated that the City wanted access to the North and South.

Steve Schmidt, property owner Northwest section of Argenta and Highway 55, stated that he cannot develop his property until he knows where the road will be constructed.

Tom Lincoln, Kimley Horn, explained that a full access was considered and the issue was the proximity of the intersection to Highway 55 and it a full access did not meet the spacing requirements. He stated that the volume of traffic created a conflict at that access point and that was the reason the County decided on a right-in/right-out access point. He noted that no u-turn signs would be posted.

Mayor Tourville stated that the proposed design would create a traffic problem in the area.

Council member Grannis stated that more traffic would be coming from the North and it doesn't make sense to have a right-in/right out access point. He suggested deleting condition 23 until such time that a full access can be attained

Mr. Munson stated that the project may not move forward without the temporary road because two access points to the development are needed.

Mayor Tourville commented that a solution for the Strehle family needs to be considered.

Council member Piekarski Krech explained that she would not support a right-in/right-out access point.

Mayor Tourville suggested that the plat be approved and Council direct staff to meet with the County for further discussion regarding the access point.

Mr. Kuntz noted that clarification can be added to condition 23.

Mr. Munson added that the final design would need to be brought back for Council approval. He noted that phase one cannot progress if the road issue is not solved.

Council member Piekarski Krech suggested that condition 23 be modified to say a temporary full street connection shall be allowed rather than required.

Mr. Kuntz asked if condition 23 could be reworded to say a temporary street connection between the proposed County Road 28 and the existing Argenta Trail shall not be required, but will be allowed subject to final design approval of the City Council.

Council member Grannis reiterated that the City is strongly in favor of a full access.

Mayor Tourville questioned how much condition 23 could be amended.

Mr. Kuntz responded that clarifications and particulars could be added to the condition.

Mayor Tourville stated that further discussion with the County is needed and if the County still insists that access be a right-in/right-out then further conversations with the Strehle family and others in that area will be necessary.

Motion by Grannis, seconded by Klein to adopt Resolution 08-28 reaffirming the approval of the Preliminary Plat of Argenta Hills with the clarification on Condition #23 that the temporary street connection between the proposed CSAH 28 to the existing Argenta Trail is not required to be constructed by the developer as part of the plat approval; provided, however, the developer may construct such connection and may include such connection as part of the final PUD Development plans subject to the Council's approval of the design parameters and design criteria for the temporary roadway and for the connection of the temporary roadway at the intersection of Argenta Trail and for the intersection improvements.

Ayes: 5

Nays: 0

Motion carried.

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

Mr. Link explained that the applicant is requesting approval to construct three walls signs, each in excess of 100 square feet. He noted that the I-1 zoning district limits the maximum sign size to 100 square feet and the property does not have any special conditions that would require the signs of the proposed size. He stated that both planning staff and the Planning Commission recommended denial of the requests due to lack of a hardship and a concern about setting precedent.

Lee Hendrickson, applicant's attorney, explained that the configuration of T.H. 52 creates a problem in terms of visibility of the facility. He stated that motorists are unable to see the property they are right on top of it. He noted that the applicant is concerned with semi-truck traffic locating the access points to their facility in a safe manner. He explained that the proposed signs would make the facility more visible from roadway and easily recognizable for motorists traveling along T.H. 52.

Council member Madden stated that a smaller sign would be out of scale and the building would look better with the proposed signs. He stated that the hardship is the configuration of the building along the roadway and the limited visibility of the building from the roadway.

Council member Grannis questioned the rationale of the 100 square foot size limit in the I-1 district when the size limit is 350 square feet in the B-3 zoning district.

Mr. Link explained that the uses are different in each zoning district.

Motion by Madden, seconded by Klein to adopt Resolution 08-29 approving a Variance to Construct Three Wall Signs Greater than 100 Square Feet for the property located at 11152 Courthouse Boulevard with hardships being limited visibility and large setback distance of the building from the roadway

Ayes: 5

Nays: 0 Motion carried.

Council member Grannis directed staff begin the process to amend the zoning code to allow 350 square foot signs in the I-1 zoning district.

Council member Piekarski Krech suggested that staff also consider building size as a factor in determining allowable sign size.

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

Mr. Link explained that the applicant is requesting an extension of operating hours from April 13th to October 31st for the hours of 6:00 p.m. to 7:00 a.m., Sunday thru Friday. He stated that the property is zoned I-2, a heavy industrial category. He noted that there are two houses located approximately 800 feet away from the area and the residents were notified of the applicant's request. He added that planning staff recommended approval of the request.

Council member Grannis asked if complaints were received when similar requests were approved in the past.

Mayor Tourville stated that there were complaints received when the hours of operation were extended for Bituminous Roadways.

Council member Piekarski Krech expressed concern that two property owners may not have received notice of the request in time to attend the meeting. She also asked if the trucks would enter the property off of 117th Street or Clark Road.

Greg Steininger responded that traffic typically enters on Clark Road and exits on 117th Street. He stated that they are willing to alter the operation if necessary.

Council member Klein suggested that trucks take 117th Street down to Clark Road if they start getting

complaints.

Mayor Tourville asked staff to touch base with the two property owners that were notified to make sure there were no concerns regarding the request.

Mr. Kuntz mentioned that the request could be reconsidered at the February 11th meeting if the affected property owners raise concerns.

Motion by Madden, seconded by Klein to approve a Temporary Extension of Operating Hours for the Clark Road Pit

Ayes: 5

Nays: 0 Motion carried.

8. MAYOR AND COUNCIL COMMENTS:

Mr. Lynch stated that the Council needs to schedule two Special Council Meetings to discuss United Properties litigation with legal counsel in executive session and to have a joint meeting with the school district.

Motion by Piekarski Krech, seconded by Klein to schedule Special Council meetings on February 4, 2008 at 5:30 p.m. and on February 20, 2008 at 7:00 p.m.

Ayes: 5

Nays: 0 Motion carried.

9. ADJOURN: Motion by Piekarski Krech, seconded by Grannis to adjourn. The meeting adjourned by unanimous vote at 12:30 a.m.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Meeting Date: February 11, 2008
 Item Type: Consent
 Contact: Cathy Shea 651-450-2521
 Prepared by: Cathy Shea Asst. Finance Director
 Reviewed by: N/A

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED

Approve the attached resolution approving disbursements for the period of January 24, 2008 to February 6, 2008.

SUMMARY

Shown below is a listing of the disbursements for the various funds for the period ending February 6, 2008. The detail of these disbursements is attached to this memo.

General & Special Reveune	\$148,708.81
Debt Service & Capital Projects	662,354.99
Enterprise & Internal Service	138,913.68
Escrows	<u>15,126.25</u>
Grand Total for All Funds	<u><u>\$965,103.73</u></u>

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

Attached to this summary for your action is a resolution approving the disbursements for the period January 24, 2008 to February 6, 2008, and the listing of disbursements requested for approval.

DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. _____

**RESOLUTION APPROVING DISBURSEMENTS FOR THE
PERIOD ENDING February 6, 2008**

WHEREAS, a list of disbursements for the period ending February 6, 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	\$ 148,708.81
Debt Service & Capital Projects	662,354.99
Enterprise & Internal Service	138,913.68
Escrows	<u>15,126.25</u>
Grand Total for All Funds	<u>\$ 965,103.73</u>

Adopted by the City Council of Inver Grove Heights this 11th day of February, 2008.

Ayes:

Nays:

George Tourville, Mayor

ATTEST:

Melissa Rheaume, Deputy City Clerk

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
01/24/2008	86451	SMITH-THILL, JUDY	PR W/H TAX 2007	101-4200-423.20-30		1/2008 * Total	323.07 323.07
01/30/2008	86458	ALL GOALS, INC.	city of inver grove	101-6000-451.60-65		1/2008 * Total	9,989.70 9,989.70
01/30/2008	86460	ANCOM COMMUNICATIONS, I	city of inver grove fd	101-4200-423.60-40		1/2008 * Total	4,121.02 4,121.02
01/30/2008	86462	AVCAM	member corey thomas	101-4000-421.50-70		1/2008 * Total	20.00 20.00
01/30/2008	86464	BATTERIES PLUS	acct no c1034	101-5100-442.60-40		1/2008 * Total	47.91 47.91
01/30/2008	86467	BONESTROO, ROSENE, ANDE	city of inver grove hghts	101-5200-443.30-70		1/2008 * Total	426.51 426.51
01/30/2008	86471	CAPITOL CITY REG FIREFI	inver grove hghts fire dp	101-4200-423.50-70		1/2008 * Total	50.00 50.00
01/30/2008	86472	CAREER TRACK	attende; frank martin	101-3300-419.50-80		1/2008 * Total	99.00 99.00
01/30/2008	86476	COORDINATED BUSINESS SY	cust no 4502512	101-4000-421.40-44		1/2008 * Total	161.54 161.54
01/30/2008	86478	DAKOTA CTY PROPERTY REC	city of inver grove hghts city of inver grove hghts	101-1100-413.50-25 101-1100-413.50-25		1/2008 1/2008 * Total	230.00 552.00 782.00
01/30/2008	86479	DAKOTA CTY TREASURER	city of inver grove	101-5400-445.40-20		1/2008 * Total	322.27 322.27
01/30/2008	86483	EARL F ANDERSEN INC	cust no 4094 cust no 4094	101-6000-451.60-16 101-6000-451.60-16		1/2008 1/2008 * Total	541.39 117.85 659.24
01/30/2008	86485	EMBARQ	acct 711r080024999	101-4200-423.50-20		1/2008 * Total	62.47 62.47
01/30/2008	86486	EMMONS & OLIVIER RESOUR	city of inver grove hghts	101-5100-442.30-30		1/2008 * Total	733.75 733.75
01/30/2008	86487	ENGINEERING REPRO SYSTE	cust id 900560	101-4200-423.60-65		1/2008 * Total	31.75 31.75
01/30/2008	86490	G & K SERVICES	acct 7494701 acct 7494701	101-5200-443.60-45 101-6000-451.60-45		1/2008 1/2008 * Total	154.06 53.12 207.18
01/30/2008	86491	GERTENS	cust no 300006	101-6000-451.60-40		1/2008 * Total	93.60 93.60

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01/30/2008	86493	GOODPOINTE TECHNOLOGY C	city of inver grove hgts	101-5100-442.40-44		1/2008 * Total	1,750.00 1,750.00
01/30/2008	86502	INTOXIMETERS	ACCT NO MNINVO	101-4000-421.60-40		1/2008 * Total	1,248.18 1,248.18
01/30/2008	86503	INVER GROVE FORD	city of inver grove hgts	101-4000-421.70-30		1/2008 * Total	266.25 266.25
01/30/2008	86504	INVERCITY PRINTING INC	city of inver grove hgts	101-1100-413.60-65		1/2008 * Total	134.62 134.62
01/30/2008	86505	IUOE	CITY OF INVER GROVE HGTS	101-0000-203.10-00		1/2008 * Total	1,353.90 1,353.90
01/30/2008	86510	KAT-KEY'S LOCK & SAFE C	city of inver grove hgts	101-4000-421.60-65		1/2008 * Total	8.03 8.03
01/30/2008	86511	KERN, DEWENTER, VIERE,	client 04032	101-2000-415.30-10		1/2008 * Total	5,000.00 5,000.00
01/30/2008	86514	KREMER SPRING & ALIGNME	acct no city15	101-6000-451.40-42		1/2008 * Total	1,743.54 1,743.54
01/30/2008	86515	LANOUE, ANN	supplies mileage - mngfoa meeting mileage - mngfoa meeting	101-2000-415.50-30 101-2000-415.50-65 101-2000-415.50-75		1/2008 1/2008 1/2008 * Total	10.36 18.59 15.00 43.95
01/30/2008	86517	LELS	CITY OF INVER GROVE HGTS	101-0000-203.10-00		1/2008 * Total	1,170.00 1,170.00
01/30/2008	86518	LELS SERGEANTS	CITY OF INVER GROVE HGTS	101-0000-203.10-00		1/2008 * Total	210.00 210.00
01/30/2008	86519	LEVANDER, GILLEN & MILL	client 81000 09006E	101-5100-442.30-42		1/2008 * Total	212.10 212.10
01/30/2008	86520	LILLIE SUBURBAN NEWSPAP	acct no 1363 acct no 1363 acct no 1363 acct no 1363	101-3200-419.50-25 101-3200-419.50-25 101-1100-413.50-25 101-5100-442.50-25		1/2008 1/2008 1/2008 1/2008 * Total	11.03 7.88 34.65 9.45 63.01
01/30/2008	86522	MAGC	member jenelle teppen	101-1100-413.50-70		1/2008 * Total	60.00 60.00
01/30/2008	86524	METRO FIRE CHIEFS ASSOC	member judy thill	101-4200-423.50-70		1/2008 * Total	100.00 100.00
01/30/2008	86526	MN CHIEFS OF POLICE ASS	ATTENDEE; LARRY STANGER	101-4000-421.50-80		1/2008 * Total	975.00 975.00

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01/30/2008	86527	MN LAW ENFORCEMENT EXP	inver grove hgts pd inver grove hgts pd	101-4000-421.50-70 101-4000-421.70-60		1/2008 1/2008 * Total	60.00 480.00 540.00
01/30/2008	86528	MN NCPERS LIFE INSURANC	CITY OF INVER GROVE HGTS	101-0000-203.16-00		1/2008 * Total	332.00 332.00
01/30/2008	86531	MN STATE FIRE CHIEFS AS	JEFF SCHADEGG-FIRE MARSHL	101-4200-423.50-70		1/2008 * Total	235.00 235.00
01/30/2008	86532	MN STATE FIRE MARSHAL D	attende: jeff schadegg	101-4200-423.50-80		1/2008 * Total	70.00 70.00
01/30/2008	86533	MN STATE RETIREMENT SYS	mn tx id 8022953	101-0000-203.22-00		1/2008 * Total	841.00 841.00
01/30/2008	86534	NEDELS SUPPLY INC	CITY OF INVER GROVE	101-4200-423.60-65		1/2008 * Total	298.99 298.99
01/30/2008	86535	NEXTEL COMMUNICATIONS	acct 487383319	101-6000-451.50-20		1/2008 * Total	208.34 208.34
01/30/2008	86537	NEXTEL COMMUNICATIONS	ACCT NO 573073317074	101-1100-413.50-20		1/2008 * Total	164.25 164.25
01/30/2008	86538	NEXTEL COMMUNICATIONS	ACCT NO 249383315 ACCT NO 249383315	101-5000-441.50-20 101-5200-443.50-20		1/2008 1/2008 * Total	37.62 213.26 250.88
01/30/2008	86539	NFPA	MEMBER - JUDY THILL	101-4200-423.50-70		1/2008 * Total	150.00 150.00
01/30/2008	86540	NFPA	SUBSCRIPTION	101-4200-423.50-70		1/2008 * Total	715.50 715.50
01/30/2008	86542	NORTHLAND CHEMICAL CORP	acct 45025141 acct 45025141	101-6000-451.60-11 101-6000-451.60-11		1/2008 1/2008 * Total	141.44 75.85 217.29
01/30/2008	86548	PRAIL, RYAN V	lunch - meeting	101-4000-421.50-75		1/2008 * Total	8.72 8.72
01/30/2008	86549	QWEST	acct 6515520672	101-6000-451.40-20		1/2008 * Total	40.89 40.89
01/30/2008	86550	QWEST	acct 6514530219	101-6000-451.40-20		1/2008 * Total	41.20 41.20
01/30/2008	86557	SAM'S CLUB	acct 7715090061172300 acct 7715090061172300	101-1100-413.50-70 101-5000-441.60-10		1/2008 1/2008 * Total	105.00 127.73 232.73
01/30/2008	86558	SCHWAAB, INC	acct no 9825C	101-3300-419.60-40		1/2008	43.64

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01/30/2008	86559	SENSIBLE LAND USE COALI	HUNTING/EMMERICH/BOTTEN	101-3200-419.50-80		* Total	43.64
						1/2008	105.00
						* Total	105.00
01/30/2008	86562	SHERWIN-WILLIAMS	acct 668254535	101-6000-451.60-16		* Total	12.60
						1/2008	12.60
						* Total	125.66
01/30/2008	86566	STATE OF MN - DEPT. OF	cust 1298	101-5400-445.40-42		* Total	125.66
						1/2008	92.43
						* Total	92.43
01/30/2008	86568	STEENBERG, LUKE	buckets for salt	101-4200-423.60-65		* Total	16.92
						1/2008	16.92
						* Total	49.99
01/30/2008	86571	T MOBILE	cust no 494910368	101-5100-442.50-20		* Total	49.99
						1/2008	126.03
						* Total	126.03
01/30/2008	86573	TEPPEN, JENELLE	dinner-counsel meeting	101-1000-413.50-75		* Total	3,112.00
						1/2008	513.00
						1/2008	295.00
						* Total	3,920.00
01/30/2008	86576	U OF M - CCE REGISTRATI	attendeo mike carter	101-6000-451.50-80		* Total	225.00
						1/2008	225.00
01/30/2008	86577	ULTRA-CHEM, INC.	cust no v3709a	101-6000-451.60-16		* Total	1,399.37
						1/2008	34.61
						1/2008	500.00
						1/2008	365.60
						* Total	900.21
01/30/2008	86579	UNITED WAY	CITY OF INVER GROVE HGTS	101-0000-203.13-00		* Total	181.00
						1/2008	181.00
01/30/2008	86580	USA MOBILITY WIRELESS I	ACCT NO 61192662	101-4000-421.50-20		* Total	13.38
						1/2008	13.38
01/30/2008	86581	VERIZON WIRELESS	cust no 580565481001	101-5100-442.50-20		* Total	189.39
						1/2008	189.39
01/30/2008	86584	VOLUNTEER FIREFIGHTERS	CITY OF INVER GROVE HGTS	101-4200-423.50-70		* Total	88.00
						1/2008	88.00
01/30/2008	86585	WAKOTA MUTUAL FIREMANS	INVER GROVE HGTS FD	101-4200-423.50-70		* Total	50.00
						1/2008	50.00

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01/30/2008	86586	WAL-MART BUSINESS	ACCT NO 6032202530257113	101-4000-421.60-65		1/2008 * Total	193.92 193.92
01/30/2008	86588	WSB & ASSOCIATES, INC.	city of inver grove	101-5000-441.30-30		1/2008 * Total	122.00 122.00
01/30/2008	86589	XCEL ENERGY	acct no 5147791673	101-6000-451.40-10		1/2008	955.58
			acct no 5147791673	101-6000-451.40-20		1/2008 * Total	925.50 1,881.08
01/30/2008	86591	10,000 LAKES CHAPTER	ATTENDEE; JEFF SCHADEGG	101-4200-423.50-80		1/2008 * Total	175.00 175.00
02/01/2008	86593	AFSCME COUNCIL 5	CITY OF INVER GROVE	101-0000-203.10-00		2/2008 * Total	818.54 818.54
02/06/2008	86596	ACE PAINT & HARDWARE	acct no 1126	101-4200-423.60-65		2/2008 * Total	29.78 29.78
02/06/2008	86601	ANCOM TECHNICAL CENTER	acct no 328	101-4200-423.40-42		2/2008 * Total	104.50 104.50
02/06/2008	86605	BATTLES, SHANNON	mileage	101-2000-415.50-65		2/2008 * Total	28.79 28.79
02/06/2008	86608	CARLSON, ERIC	parking	101-6000-451.50-65		2/2008 * Total	12.50 12.50
02/06/2008	86612	DAKOTA COMMUNICATIONS C	city of inver grove hgts	101-4000-421.70-30		2/2008	18,595.00
			city of inver grove hgts	101-4200-423.70-50		2/2008 * Total	9,297.00 27,892.00
02/06/2008	86617	EMEDCO INC	acct no 14e2624290	101-4200-423.60-65		2/2008 * Total	53.54 53.54
02/06/2008	86618	EMERGENCY AUTOMOTIVE TE	city of inver grove hgts	101-4200-423.40-42		2/2008 * Total	146.22 146.22
02/06/2008	86620	G & K SERVICES	acct no 7494701	101-5200-443.60-45		2/2008	91.17
			acct no 7494701	101-6000-451.60-45		2/2008 * Total	116.01 207.18
02/06/2008	86621	GALLS INC	acct no 1931021	101-4000-421.60-40		2/2008 * Total	121.21 121.21
02/06/2008	86629	LOWER MISSISSIPPI RIVER	inver grove heights	101-5000-441.30-30		2/2008 * Total	26,438.67 26,438.67
02/06/2008	86630	MINNEAPOLIS OXYGEN CO.	cust no 113505	101-4000-421.60-65		2/2008 * Total	162.36 162.36
02/06/2008	86632	MNFIAM BOOK SALES	inver grove hgts fd	101-4200-423.60-18		2/2008 * Total	880.41 880.41

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02/06/2008	86634	NEW CONCEPTS MGMT GROUP	MAILBOX REPAIRS	101-5200-443.60-16		2/2008 * Total	50.00 50.00
02/06/2008	86638	OLD WORLD PIZZA	city of inver grove	101-4200-423.50-75		2/2008 * Total	129.87 129.87
02/06/2008	86640	POWERPLAN OIH	acct no 2556007	101-5200-443.40-46		2/2008	639.00
02/06/2008	86646	RHOADES, JON	acct no 2556007 reimbursement class	101-5200-443.40-46 101-4200-423.50-80		2/2008 * Total	639.00 421.50 421.50
02/06/2008	86647	RICOH CORPORATION	acct no 21001598	101-5100-442.40-44		2/2008 * Total	334.08 334.08
02/06/2008	86648	RIVER HEIGHTS CHAMBER O	acct no 4211	101-1000-413.50-80		2/2008 * Total	40.00 40.00
02/06/2008	86649	SAM'S CLUB	acct no 7715090401334891	101-4200-423.60-65		2/2008 * Total	62.06 62.06
02/06/2008	86650	SAMPSON, JILL	MAILBOX REPAIRS	101-5200-443.60-16		2/2008 * Total	50.00 50.00
02/06/2008	86651	SHARROW CABLE & LIFTING	acct no 18200	101-4200-423.40-42		2/2008 * Total	294.17 294.17
02/06/2008	86652	SHEA, CATHY	mngfoa meeting - mileage mngfoa meeting fee	101-2000-415.50-65 101-2000-415.50-75		2/2008 * Total	18.18 15.00 33.18
02/06/2008	86653	SOTA	attende; patrick sloan	101-4000-421.50-80		2/2008 * Total	245.00 245.00
02/06/2008	86655	STREICHER'S	cust no 285 cust no 285 cust no 285	101-4000-421.60-45 101-4000-421.60-45 101-4000-421.60-45		2/2008 2/2008 2/2008 * Total	39.98 285.70 310.00 635.68
02/06/2008	86656	TEPPEN, JENELLE	dinner for council	101-1000-413.50-75		2/2008 * Total	60.95 60.95
02/06/2008	86657	TIMESAVER OFF SITE SECR	city of inver grove hqts	101-1100-413.30-70		2/2008 * Total	305.80 305.80
02/06/2008	86662	UNIFORMS UNLIMITED	acct no i14866	101-4000-421.60-65		2/2008 * Total	86.16 86.16
02/06/2008	86664	VERIZON WIRELESS	acct 3805649630001 acct 3805649630001	101-5000-441.50-20 101-5200-443.50-20		2/2008 2/2008 * Total	.78 8.34 9.12
02/06/2008	86665	VERIZON WIRELESS	acct 580565481 001	101-5100-442.50-20		2/2008 * Total	189.20 189.20

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02/06/2008	86670	WSB & ASSOCIATES, INC.	city of inver grove	101-5000-441.30-30		2/2008 * Total	5,130.00 5,130.00
02/06/2008	86671	XCEL ENERGY	acct no 5160255967	101-5400-445.40-20		2/2008 * Total	35.23 35.23
02/06/2008	86672	XCEL ENERGY	acct no 5170946691	101-5400-445.40-20		2/2008 * Total	31.74 31.74
02/06/2008	86673	XCEL ENERGY	acct no 5183943582	101-5400-445.40-20		2/2008 * Total	34.05 34.05
				103 Checks	** Fund Total		111,800.49
01/30/2008	86465	BENGTSON, NICOLE	mileage hotel	201-1600-465.50-65 201-1600-465.50-75		1/2008 1/2008 * Total	153.00 212.30 365.30
01/30/2008	86468	BURNSVILLE CONV & VISIT	city of inver grove hgts	201-1600-465.50-25		1/2008 * Total	10,000.00 10,000.00
01/30/2008	86489	EXPLORE MINNESOTA TOURI	city of inver grove hgts	201-1600-465.50-25		1/2008 * Total	900.00 900.00
02/06/2008	86619	ENSEMBLE CREATIVE & MAR	city of inver grove hgts	201-1600-465.50-25		2/2008 * Total	1,500.00 1,500.00
				4 Checks	** Fund Total		12,765.30
01/30/2008	86480	DAKOTA CTY TREASURER-AU	city of inver grove hgts	405-9000-570.30-70		1/2008 * Total	482.60 482.60
01/30/2008	86463	BARR ENGINEERING COMPAN	city of inver grove	408-5900-708.30-30		1/2008 * Total	536.00 536.00
				1 Checks	** Fund Total		482.60
01/30/2008	86481	DCA TITLE	city of inver grove hgts	423-5903-723.80-10	0303	1/2008 * Total	1,250.00 1,250.00
01/30/2008	86513	KIMLEY-HORN & ASSOCIATE	city of inver grove hgts city of inver grove hgts	423-5903-723.30-30 423-5903-723.30-30	0303 0303	1/2008 1/2008 * Total	28,540.54 28,469.60 57,010.14
01/30/2008	86519	LEVANDER, GILLEN & MILL	client 81000 09006E client 81000 09006E	423-5903-723.30-42 423-5903-723.30-42	0303 0303	1/2008 1/2008 * Total	115.00 2,230.60 2,345.60
01/30/2008	86556	S. M. HENTIGES & SONS, I	NE QUARDRANT EXTENSION	423-5904-723.80-30	0304	1/2008 * Total	13,492.51 13,492.51

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01/30/2008	86459	AMERICAN ENGINEERING TE	cust no inv004	425-5922-725.30-34	0522	1/2008 * Total	859.80
				4 Checks	** Fund Total		74,098.25
01/30/2008	86483	EARL F ANDERSEN INC	acct 4094	425-5922-725.80-30	0522	1/2008 * Total	5,350.90
01/30/2008	86513	KIMLEY-HORN & ASSOCIATE	city of inver grove hghts	425-5922-725.30-30	0522	1/2008 * Total	4,441.39
			city of inver grove hghts	425-5922-725.30-30	0522	1/2008 * Total	2,264.44
				425-5906-725.30-42	0506	1/2008 * Total	6,705.83
01/30/2008	86519	LEVANDER, GILLEN & MILL	client 81000 09006E	425-5922-725.30-42	0522	1/2008 * Total	662.50
			client 81000 09006E	425-5922-725.30-42	0522	1/2008 * Total	972.00
			client 81000 09006E	425-5906-725.30-42	0506	1/2008 * Total	4,070.78
				425-5906-725.30-42	0506	1/2008 * Total	5,705.28
01/30/2008	86541	NODLAND CONSTRUCTION CO	CAHILL /UTILITY IMPROVE	425-5922-725.80-30	0522	1/2008 * Total	38,950.00
				425-5922-725.30-34	0522	1/2008 * Total	38,950.00
01/30/2008	86566	STATE OF MN - DEPT. OF	cust 1298	425-5922-725.30-34	0522	1/2008 * Total	298.79
02/01/2008	86594	JAEKE, TIMOTHY	INTEREST	425-5906-725.80-10	0506	2/2008 * Total	298.79
02/06/2008	86614	DAKOTA CITY TREASURER	city of inver grove hghts	425-5902-725.30-30	0502	2/2008 * Total	11,167.77
			city of inver grove hghts	425-5902-725.80-10	0502	2/2008 * Total	11,167.77
			city of inver grove hghts	425-5902-725.80-30	0502	2/2008 * Total	112.39
				425-5902-725.80-30	0502	2/2008 * Total	2,650.55
				425-5902-725.80-30	0502	2/2008 * Total	9.53
				425-5902-725.80-30	0502	2/2008 * Total	2,772.47
02/06/2008	86659	TOTAL CONSTRUCTION & EQ	groveland lighting	425-5904-725.80-30	0504	2/2008 * Total	36,648.00
				425-5904-725.80-30	0504	2/2008 * Total	36,648.00
				9 Checks	** Fund Total		108,458.84
01/30/2008	86457	ALARM & COMMUNICATION S	CITY OF INVER GROVE HCTS	426-5905-726.80-20	0605	1/2008 * Total	7,993.53
				426-5905-726.80-20	0605	1/2008 * Total	7,993.53
01/30/2008	86459	AMERICAN ENGINEERING TE	cust no inv004	426-5904-726.30-34	0604	1/2008 * Total	2,900.00
				426-5904-726.30-34	0604	1/2008 * Total	2,900.00
01/30/2008	86467	BONESTROO, ROSENE, ANDE	city of inver grove hghts	426-5905-726.30-30	0605	1/2008 * Total	1,735.40
			city of inver grove hghts	426-5904-726.30-30	0604	1/2008 * Total	2,600.00
			city of inver grove hghts	426-5904-726.30-30	0604	1/2008 * Total	3,322.68
				426-5904-726.30-30	0604	1/2008 * Total	7,658.08
01/30/2008	86519	LEVANDER, GILLEN & MILL	client 81000 09006E	426-5904-726.30-42	0604	1/2008 * Total	2,405.40
				426-5904-726.30-42	0604	1/2008 * Total	2,405.40
01/30/2008	86520	LILLIE SUBURBAN NEWSPAP	acct no 1363	426-5904-726.50-25	0604	1/2008 * Total	18.90
				426-5904-726.50-25	0604	1/2008 * Total	18.90

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01/30/2008	86553	REED BUSINESS INFORMATI	acct no 821155 cust no 821155	426-5904-726.50-25 426-5904-726.50-25	0604 0604	1/2008 1/2008 * Total	138.26 138.26 276.52
			6 Checks	** Fund Total			21,252.43
01/30/2008	86463	BARR ENGINEERING COMPAN	clinet 31200	427-5917-727.30-34	0717	1/2008 * Total	3,102.68 3,102.68
01/30/2008	86513	KIMLEY-HORN & ASSOCIATE	city of inver grove hgts	427-5917-727.30-30	0717	1/2008 * Total	29,652.19 29,652.19
02/06/2008	86660	TOTAL CONSTRUCTION & EQ	north valley lighting	427-5910-727.80-30	0710	2/2008 * Total	51,920.00 51,920.00
			3 Checks	** Fund Total			84,674.87
01/30/2008	86463	BARR ENGINEERING COMPAN	clinet 31200	428-5910-728.30-34	0810	1/2008 * Total	4,193.36 4,193.36
01/30/2008	86519	LEVANDER, GILLEN & MILL	cclient 81000 09000E	428-5908-728.30-42	0808	1/2008 * Total	80.50 80.50
02/06/2008	86604	BARR ENGINEERING COMPAN	city of inver grove	428-5910-728.30-34	0810	2/2008 * Total	8,970.93 8,970.93
			3 Checks	** Fund Total			13,244.79
01/30/2008	86519	LEVANDER, GILLEN & MILL	client 81000 09000E	440-5900-740.30-42	0809D	1/2008 * Total	115.00 115.00
01/30/2008	86566	STATE OF MN - DEPT. OF	cust 1298	440-5900-740.30-34	0709D	1/2008 * Total	443.73 443.73
01/30/2008	86588	WSB & ASSOCIATES, INC.	city of inver grove city of inver grove	440-5900-740.30-32 440-5900-740.30-32	0809D 0809D	1/2008 1/2008 * Total	366.00 24,059.00 24,425.00
			3 Checks	** Fund Total			24,983.73
01/30/2008	86459	AMERICAN ENGINEERING TE	cust no inv001	446-5915-746.30-34	0315A	1/2008 * Total	1,834.80 1,834.80
01/30/2008	86477	DAKOTA CTY DISTRICT COU	NW AREA CONDEMNATION	446-5915-746.80-10	0315	1/2008 * Total	46,100.00 46,100.00
01/30/2008	86488	EVERGREEN LAND SERVICES	city of inver grove hgts	446-5915-746.80-10	0315	1/2008 * Total	4,364.00 4,364.00
01/30/2008	86519	LEVANDER, GILLEN & MILL	client 81000 09000E	446-5915-746.30-42	0315	1/2008 * Total	12,739.69 12,739.69
01/30/2008	86560	SHEEHY CONSTRUCTION COM	nw utility improvements	446-5915-746.80-30	0315A	1/2008	160,090.20

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02/06/2008	86599	AMAZING GRACE LUTHERN C	drainage/utility easement	446-5915-746.80-10	0315	* Total	160,090.20
02/06/2008	86600	AMERICAN ENGINEERING TE	acct no inv001	446-5915-746.30-34	0315A	* Total	35,000.00
02/06/2008	86606	BOLTON & MENK, INC.	city of inver grove	446-5915-746.30-30	0315A	* Total	35,000.00
02/06/2008	86625	LEE, TRUE	trees/landscaping	446-5915-746.80-10	0315	* Total	690.85
02/06/2008	86627	LILLIE SUBURBAN NEWSPAP	city of igh for levander	446-5915-746.50-25	0315	* Total	690.85
01/30/2008	86480	DAKOTA CTY TREASURER-AU	city of inver grove hgts	452-9000-570.30-70	** Fund Total	2/2008	28,606.03
01/30/2008	86473	CARQUEST OF ROSEMOUNT	acct no 614420	501-7100-512.60-16	** Fund Total	2/2008	28,606.03
01/30/2008	86490	G & K SERVICES	acct 7494701	501-7100-512.60-45	** Fund Total	2/2008	30,000.00
01/30/2008	86501	IMAGETECH SERVICES	cust no 200978	501-7100-512.60-16	** Fund Total	2/2008	30,000.00
01/30/2008	86530	MN PIPE & EQUIPMENT	cust no 2195	501-7100-512.40-43	** Fund Total	2/2008	2,187.31
01/30/2008	86536	NEXTEL COMMUNICATIONS	ACCT NO 842483314	501-7100-512.50-20	** Fund Total	2/2008	2,187.31
01/30/2008	86562	SHERWIN-WILLIAMS	ACCT NO 668254535	501-7100-512.60-16	** Fund Total	2/2008	321,612.88
02/06/2008	86598	ALARM & COMMUNICATION S	inver grove hgts	501-7100-512.40-40	** Fund Total	2/2008	4,467.20
						* Total	4,467.20
						* Total	8,543.40
						* Total	8,543.40
						* Total	8,543.40
						* Total	10.64
						* Total	10.64
						* Total	23.35
						* Total	23.35
						* Total	289.62
						* Total	289.62
						* Total	2,253.33
						* Total	2,253.33
						* Total	403.14
						* Total	403.14
						* Total	12.60
						* Total	3.20
						* Total	100.08
						* Total	13.49
						* Total	129.37
						* Total	1,614.47
						* Total	1,614.47

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02/06/2008	86620	G & K SERVICES	acct no 7494701	501-7100-512.60-45		2/2008 * Total	23.35 23.35
02/06/2008	86644	R & S DIVERSIFIED LLC	city of inver grove	501-7100-512.40-43		2/2008 * Total	850.00 850.00
02/06/2008	86658	TKDA	city of inver grove hghts	501-7100-512.30-70		2/2008 * Total	1,153.33 1,153.33
02/06/2008	86661	TRACTOR SUPPLY CREDIT P	acct no 6035301200183679	501-7100-512.60-16		2/2008 * Total	11.05 11.05
01/30/2008	86490	G & K SERVICES	acct 7494701	502-7200-514.60-45	** Fund Total		6,761.65
02/06/2008	86615	DELL MARKETING	cust no 004695803	502-7200-514.60-16		2/2008 * Total	1,858.66 1,858.66
02/06/2008	86620	G & K SERVICES	acct no 7494701	502-7200-514.60-45		2/2008 * Total	10.01 10.01
02/06/2008	86626	LENTNER, GLEN	parking safety shoes	503-8600-527.50-75 503-8600-527.60-65	3 Checks	2/2008 2/2008 * Total	76.50 129.99 206.49
01/30/2008	86572	TARGET BANK	acct no 9555069370	504-6100-452.60-40	** Fund Total		206.49
02/06/2008	86633	MULLANEY COMPANY, THE	igh parks	504-6100-452.60-09		2/2008 * Total	498.86 498.86
02/06/2008	86635	NEXTEL COMMUNICATIONS	acct no 302193319	504-6100-452.50-20		2/2008 * Total	87.35 87.35
02/06/2008	86637	O'CONNOR, TERI	mileage	504-6100-452.50-65		2/2008 * Total	20.36 20.36
01/30/2008	86453	ACE PAINT & HARDWARE	cust no 1126 cust no 1126 cust no 1126 cust no 1126 cust no 1126	505-6200-453.60-12 505-6200-453.60-12 505-6200-453.60-16 505-6200-453.60-40 505-6200-453.60-65	4 Checks	1/2008 1/2008 1/2008 1/2008 1/2008 * Total	5.64 2.93 7.84 15.96 21.79 46.86 101.02

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01/30/2008	86461	ANKENY KELL ARCHITECTS,	city of inver grove	505-6200-453.30-30	C25000	1/2008 * Total	2,566.41 2,566.41
01/30/2008	86474	COCA COLA BOTTLING COMP	outlet 3291554	505-6200-453.60-65	C30100	1/2008	57.00
			outlet 3291554	505-6200-453.76-10	C30100	1/2008	816.62
			outlet 3291552	505-6200-453.76-10	C30200	1/2008	191.74
			outlet 3291552	505-6200-453.60-65	C30200	1/2008	82.00
			outlet 3291552	505-6200-453.76-10	C30200	1/2008	344.31
			outlet 3291554	505-6200-453.76-10	C30100	1/2008 * Total	310.79 1,802.46
01/30/2008	86475	COMCAST	ACCT NO 8772105910127188	505-6200-453.50-70	C10000	1/2008 * Total	178.36 178.36
01/30/2008	86484	EARTHFLORA INC	acct cityofinvergrove	505-6200-453.60-65	C50000	1/2008 * Total	1,379.40 1,379.40
01/30/2008	86492	GLEWWE DOORS	CITY IF INVER GROVE	505-6200-453.60-16	C21000	1/2008 * Total	381.26 381.26
01/30/2008	86494	GRAINGER	ACCT NO 806460150	505-6200-453.60-16	C21000	1/2008	130.32
			ACCT NO 806460150	505-6200-453.60-16	C25000	1/2008	89.14
			ACCT NO 806460150	505-6200-453.60-16	C21000	1/2008	75.80
			ACCT NO 806460150	505-6200-453.60-16	C21000	1/2008	73.62
			ACCT NO 806460150	505-6200-453.60-16	C25000	1/2008	37.17
			ACCT NO 806460150	505-6200-453.60-11	C25000	1/2008	195.21
			ACCT NO 806460150	505-6200-453.60-11	C25000	1/2008	350.53
			ACCT NO 806460150	505-6200-453.60-11	C25000	1/2008 * Total	457.72 1,262.27
01/30/2008	86497	HAWKINS, INC.	CUST NO 108815	505-6200-453.60-15	C25000	1/2008	1,335.50
			CUST NO 108815	505-6200-453.60-15	C25000	1/2008 * Total	491.80 1,827.30
01/30/2008	86498	HILLYARD INC	CUST NO 267670	505-6200-453.60-11	C21000	1/2008	408.00
			CUST NO 267670	505-6200-453.60-11	C25000	1/2008	62.50
			CUST NO 267670	505-6200-453.60-11	C25000	1/2008	1,278.12
			ANNOUNCER	505-6200-453.30-70	C17500	1/2008 * Total	1,748.62 150.00
01/30/2008	86506	JD LETTERING & SPORTSWE	CITY OF INVER GROVE	505-6200-453.60-45	C70000	1/2008 * Total	41.54 41.54
01/30/2008	86507	JIM HANSEN	SCOREKEEPER	505-6200-453.30-70	C17500	1/2008 * Total	150.00 150.00
01/30/2008	86508	JOHNSON CONTROLS	CUST NO 288129520201	505-6200-453.40-40	C25000	1/2008 * Total	2,634.67 2,634.67
01/30/2008	86523	MENARDS - WEST ST. PAUL	ACCT NO 30170270	505-6200-453.60-16	C25000	1/2008 * Total	32.33 32.33

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01/30/2008	86525	METROPOLITAN MEDIA GROU	CITY OF INVER GROVE HGTS	505-6200-453.50-25	C91000 *	1/2008 Total	295.00 295.00
01/30/2008	86529	MN PARENT	CITY OF INVER GROVE HGTS	505-6200-453.50-25	C91000 *	1/2008 Total	150.00 150.00
01/30/2008	86537	NEXTEL COMMUNICATIONS	ACCT NO 573073317074	505-6200-453.50-20	C25000 *	1/2008 Total	275.10 275.10
01/30/2008	86546	POLAR ELECTRO INC	cust no 1433328	505-6200-453.76-65	C70000 *	1/2008 Total	165.94 165.94
01/30/2008	86551	R & R SPECIALTIES OF WI	CUST ID IGH VETERANS	505-6200-453.40-42	C21000	1/2008	49.00
			CUST ID IGH VETERANS	505-6200-453.40-42	C21000 *	1/2008 Total	83.00 132.00
01/30/2008	86554	RICE SOUND & SERVICE IN	CUST VETERANS MEMORIAL	505-6200-453.60-40	C70000 *	1/2008 Total	44.28 44.28
01/30/2008	86563	SIRIUS PROMOTIONS, INC	THE GROVE COMM CTR	505-6200-453.60-65	C16000 *	1/2008 Total	487.12 487.12
01/30/2008	86569	STRADTMAN, JEN	OVERPMT ON CRAFT TABLE	505-0000-352.25-00	C15500 *	1/2008 Total	25.00 25.00
01/30/2008	86572	TARGET BANK	acct no 9555069370	505-6200-453.60-40	C70000 *	1/2008 Total	156.43 156.43
01/30/2008	86574	TOTAL CONSTRUCTION & EQ	INVER GROVE HGTS	505-6200-453.40-40	C25000 *	1/2008 Total	703.78 703.78
01/30/2008	86583	VISTAR CORPORATION	cust no 10130236	505-6200-453.60-65	C30100	1/2008	22.27
			cust no 10130236	505-6200-453.76-05	C30100	1/2008	669.76
			cust no 10095779	505-6200-453.76-05	C30200	1/2008	336.49
			cust no 10130236	505-6200-453.76-05	C30100	1/2008	28.00
			cust no 10130236	505-6200-453.60-65	C30100	1/2008	171.96
			cust no 10095779	505-6200-453.76-05	C30100	1/2008	672.93
			cust no 10095779	505-6200-453.60-65	C30200	1/2008	76.28
			cust no 10130236	505-6200-453.76-05	C30200	1/2008	436.49
			cust no 10130236	505-6200-453.60-65	C30100	1/2008	63.04
			cust no 10130236	505-6200-453.60-65	C30100	1/2008	31.82
			cust no 10130236	505-6200-453.76-05	C30100	1/2008	191.47
			cust no 10095779	505-6200-453.76-05	C16000 *	1/2008 Total	45.00 2,689.51
02/06/2008	86595	ABRAHAMSON, TAMMY	concession supplies	505-6200-453.50-65	C30100 *	2/2008 Total	10.30 10.30
02/06/2008	86610	COCA COLA BOTTLING COMP	outlet 3291552	505-6200-453.76-10	C30200	2/2008	130.06
			outlet 3291554	505-6200-453.76-10	C30100	2/2008	171.04
			outlet 3291554	505-6200-453.60-65	C30100	2/2008	46.00
			outlet 3291554	505-6200-453.76-10	C30100	2/2008	504.62
			outlet 3291552	505-6200-453.76-10	C30200	2/2008	142.20

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02/06/2008	86611	DAIRY QUEEN	veterans memorial comm ct	505-6200-453.76-05	C16000	* Total	993.92
02/06/2008	86623	KANSAS STATE BANK	acct no 3337799	505-6200-453.70-30	C10000	* Total	178.83
02/06/2008	86637	O'CONNOR, TERI	mileage	505-6200-453.50-65	C10000	* Total	178.83
02/06/2008	86639	PIONEER PRESS	city of inver grove hghts	505-6200-453.50-25	C91000	* Total	1,809.03
02/06/2008	86663	UNITED STATES MECHANICA	city of inver grove	505-6200-453.40-40	C25000	* Total	1,809.03
02/06/2008	86666	VISTAR CORPORATION	cust no 10095779	505-6200-453.76-05	C30200	2/2008	30.55
			cust no 10130236	505-6200-453.60-65	C30100	2/2008	30.55
			cust no 10130236	505-6200-453.76-05	C30100	2/2008	84.00
			cust no 10095779	505-6200-453.60-65	C30100	2/2008	84.00
			cust no 10095779	505-6200-453.76-05	C30100	* Total	234.00
							234.00
01/30/2008	86516	LEAGUE OF MN CITIES INS	inver grove heights	602-2100-415.70-20	** Fund Total		23,461.45
02/06/2008	86624	LEAGUE OF MN CITIES INS	covenant no cmc 28781	602-2100-415.50-10	2/2008	2/2008	237.00
			covenant no cmc 28781	602-2100-415.50-11	2/2008	2/2008	237.00
			covenant no cmc 28781	602-2100-415.50-12	2/2008	2/2008	40,735.25
			covenant no cmc 28781	602-2100-415.50-15	2/2008	2/2008	26,202.00
			covenant no cmc 28781	602-2100-415.50-16	2/2008	2/2008	10,943.50
					* Total		661.00
							2,902.50
							81,464.25
01/30/2008	86454	ADVANCED GRAPHIX, INC.	city of inver grove pd	603-5300-444.40-41	** Fund Total		81,701.25
01/30/2008	86473	CARQUEST OF ROSEMOUNT	acct no 614420	603-5300-444.40-41	1/2008	1/2008	175.73
			acct no 614420	603-0000-145.50-00	1/2008	1/2008	175.73
			acct no 614420	603-5300-444.40-41	1/2008	1/2008	8.86
			acct no 614420	603-5300-444.40-41	1/2008	1/2008	15.88
			acct no 614420	603-5300-444.40-41	1/2008	1/2008	101.10
			acct no 614420	603-5300-444.40-41	1/2008	1/2008	65.54
			acct no 614420	603-5300-444.40-41	1/2008	1/2008	22.56
			acct no 614420	603-5300-444.40-41	1/2008	1/2008	75.57
			acct no 614420	603-0000-145.50-00	1/2008	1/2008	30.44
			acct no 614420	603-5300-444.40-41	1/2008	1/2008	11.59
					* Total		331.54
01/30/2008	86482	DON PIEHL	inver grove hghts	603-5300-444.60-40	1/2008		24.97

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01/30/2008	86490	G & K SERVICES	acct 7494701 acct 7494701	603-5300-444.40-65 603-5300-444.60-45		* Total	24.97
01/30/2008	86495	HARTLAND FUEL PRODUCTS	acct 382510	603-0000-145.60-00		* Total	21,543.95
01/30/2008	86512	KIMBALL MIDWEST	acct no 222006 acct no 222006 acct no 222006 acct no 222006	603-0000-145.50-00 603-5300-444.60-12 603-5300-444.60-40 603-5300-444.60-12		* Total	8.73
01/30/2008	86521	LITTLE FALLS MACHINE IN	city of inver grove	603-5300-444.40-41		* Total	99.41
01/30/2008	86542	NORTHLAND CHEMICAL CORP	acct 45025141	603-5300-444.60-11		* Total	325.90
01/30/2008	86547	POMP'S TIRE SERVICE, IN	ACCT NO 4502557 ACCT NO 4502557 cust no 4502557	603-5300-444.60-14 603-5300-444.60-14 603-0000-145.50-00		* Total	1,043.70
01/30/2008	86561	SHEL'S AUTO ELECTRIC	city of inver grove	603-5300-444.40-41		* Total	91.25
01/30/2008	86564	SOUTHVIEW CHEVROLET CO	CUST NO 6669	603-5300-444.40-41		* Total	91.25
01/30/2008	86570	SYN-TECH SYSTEMS	CUST NO INVGR0 CUST NO INVGR0	603-5300-444.40-42 603-5300-444.40-42		* Total	49.31
01/30/2008	86587	WHITAKER LINCOLN MERCUR	CUST NO 4198 CUST NO 4198 cust no 4198	603-5300-444.40-41 603-5300-444.40-41 603-5300-444.40-41		* Total	125.00
01/30/2008	86592	3M COMPANY	cust no jbj1184	603-5300-444.40-41		* Total	875.00
02/06/2008	86596	ACE PAINT & HARDWARE	acct no 1126	603-5300-444.60-40		* Total	750.00
02/06/2008	86597	ADVANCED GRAPHIX, INC.	inver grove hgts pd	603-5300-444.80-70		* Total	381.57
02/06/2008	86602	ASTLEFORD INT'L & ISUZU	cust no 1454	603-0000-145.50-00		* Total	73.06
						* Total	355.93
						* Total	810.56
						* Total	165.08
						* Total	165.08
						* Total	19.16
						* Total	19.16
						* Total	344.00
						* Total	344.00
						* Total	689.18
						* Total	689.18

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02/06/2008	86603	BAARS MECHANICAL, INC.	city of inver grove	603-5300-444.40-40		2/2008 * Total	2,645.64 2,645.64
02/06/2008	86609	CARQUEST OF ROSEMOUNT	cust no 614420	603-0000-145.50-00		2/2008	45.11
			cust no 614420	603-5300-444.40-41		2/2008	65.54
			acct no 614420	603-5300-444.40-41		2/2008	74.54
			acct no 614420	603-0000-145.50-00		2/2008	38.30
			acct no 614420	603-5300-444.60-12		2/2008	5.26
			acct no 614420	603-5300-444.60-12		2/2008	13.41
			acct no 614420	603-0000-145.50-00		2/2008	29.78
			acct no 614420	603-5300-444.40-41		2/2008	122.85
			acct no 614420	603-5300-444.40-41		2/2008	55.54
			acct no 614420	603-0000-145.50-00		2/2008	76.66
			acct no 614420	603-5300-444.40-41		2/2008	188.39-
						* Total	348.60
02/06/2008	86616	DON PIEHL	city of igh	603-5300-444.60-40		2/2008 * Total	304.46 304.46
02/06/2008	86620	G & K SERVICES	acct no 7494701	603-5300-444.40-65		2/2008	83.83
			acct no 7494701	603-5300-444.60-45		2/2008	36.87
						* Total	120.70
02/06/2008	86622	J.H. LARSON COMPANY	city of inver grove hgts	603-5300-444.60-16		2/2008	62.69
						* Total	62.69
02/06/2008	86631	MN DEPT OF PUBLIC SAFET	hazardous fee	603-5300-444.40-42		2/2008	25.00
						* Total	25.00
02/06/2008	86636	NORTHLAND CHEMICAL CORP	cust id 45025141	603-5300-444.60-11		2/2008	231.03
						* Total	231.03
02/06/2008	86640	POWERPLAN OIB	acct no 2556007	603-5300-444.40-41		2/2008	64.77
						* Total	64.77
02/06/2008	86642	QUALITY COLLISION CTR/S	city of inver grove	603-5300-444.40-44		2/2008	4,862.14
						* Total	4,862.14
02/06/2008	86643	R & R SPECIALTIES OF WI	cust id igh veterans	603-5300-444.40-41		2/2008	419.08
			cust id igh veterans	603-5300-444.40-41		2/2008	468.42
			cust id igh veterans	603-5300-444.40-41		2/2008	511.56
						* Total	1,399.06
02/06/2008	86654	ST. JOSEPH EQUIPMENT, I	cust no si0930	603-5300-444.40-41		2/2008	245.71
						* Total	245.71
02/06/2008	86669	WHITAKER LINCOLN MERCUR	acct 4198	603-5300-444.40-41		2/2008	50.26
						* Total	50.26
02/06/2008	86674	ZEE MEDICAL SERVICE	cust no 696	603-5300-444.60-65		2/2008	127.07
						* Total	127.07

30 Checks ** Fund Total 38,233.96

Prepared: 02/06/2008, 14:27:45
 Program: GM179L
 Bank: 00 City of Inver Grove Heights

City of Inver Grove Heights
 CHECK REGISTER BY FUND

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE # / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
01/30/2008	86469	CANON BUSINESS SOLUTION	acct no 1061833	604-2200-416.40-44		1/2008 * Total	157.50 157.50
01/30/2008	86470	CANON FINANCIAL SERVICE	cust no 0255020	604-2200-416.40-44		1/2008 * Total	151.65 151.65
01/30/2008	86496	HAWK LABELING SYSTEMS	acct 32291	604-2200-416.60-10		1/2008 * Total	52.65 52.65
02/06/2008	86641	PRECISION DATA SYSTEMS	cust no 0116	604-2200-416.60-05		2/2008 * Total	441.00 441.00
				4 Checks	** Fund Total		802.80
01/25/2008	86452	US POSTMASTER	UTILITY MAILINGS	605-3100-419.50-35		1/2008 * Total	1,134.30 1,134.30
01/30/2008	86466	BKV GROUP, INC.	city of inver grove hghts	605-3100-419.60-65		1/2008 * Total	3,000.00 3,000.00
01/30/2008	86543	NS/I MECHANICAL CONTRAC	cust no ctyofigh	605-3100-419.40-40		1/2008 * Total	1,893.00 1,893.00
01/30/2008	86555	RYCO SUPPLY COMPANY	cust id 1013336	605-3100-419.60-11		1/2008 * Total	144.75 144.75
01/30/2008	86565	STATE CHEMICAL MANUFACT	cust no 255052	605-3100-419.60-11		1/2008 * Total	432.54 432.54
02/06/2008	86607	BROTHERS MFG	city of inver grove hghts	605-3100-419.60-11		2/2008 * Total	83.76 73.33 157.09
02/06/2008	86622	J.H. LARSON COMPANY	city of inver grove hghts	605-3100-419.60-11		2/2008 * Total	79.23 79.23
02/06/2008	86628	LONE OAK COMPANIES, INC	city of igh	605-3100-419.50-35		2/2008 * Total	324.04 324.04
01/30/2008	86455	ADVANCED TECHNOLOGY SYS	cust id city inver	606-1400-413.60-10		1/2008 * Total	1,820.14 1,820.14
01/30/2008	86544	OFFICE OF ENTERPRISE TE	cust no 200b00171	606-1400-413.30-75		1/2008 * Total	311.81 311.81
01/30/2008	86582	VERIZON WIRELESS	cust no 280581502	606-1400-413.50-20		1/2008 * Total	31.95 31.95
01/24/2008	86450	DAKOTA CTY SHERIFF'S DE	PAUL LEWIS AXELSON	702-0000-229.10-00		1/2008 * Total	2,163.90 2,163.90
				3 Checks	** Fund Total		2,163.90
				8 Checks	** Fund Total		7,164.95

City of Inver Grove Heights
CHECK REGISTER BY FUND

Program: GM179L
Bank: 00 City of Inver Grove Heights

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE # / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
01/30/2008	86486	EMMONS & OLIVIER RESOUR	city of inver grove hghts	702-0000-229.61-00		* Total	200.00
			city of inver grove hghts	702-0000-230.28-00		1/2008	160.00
			city of inver grove hghts	702-0000-230.38-00		1/2008	142.04
						* Total	1,086.00
							1,388.04
01/30/2008	86500	IGH CANTINA	escrow refund	702-0000-229.83-00		* Total	268.00
							268.00
01/30/2008	86519	LEVANDER, GILLEN & MILL	client 81000 09006E	702-0000-230.28-00		* Total	80.50
							80.50
01/30/2008	86520	LILLIE SUBURBAN NEWSPAP	acct no 1363	702-0000-230.36-00		1/2008	11.03
			acct no 1363	702-0000-230.28-00		1/2008	14.18
						* Total	25.21
01/30/2008	86588	WSB & ASSOCIATES, INC.	city of inver grove	702-0000-229.61-00		1/2008	3,172.00
			city of inver grove	702-0000-230.38-00		1/2008	357.50
			city of inver grove	702-0000-230.28-00		1/2008	5,227.00
						* Total	8,756.50
01/30/2008	86590	ZILKA, MICHAEL	escrow 1805 upper 55th	702-0000-229.98-00		* Total	2,500.00
							2,500.00
02/06/2008	86613	DAKOTA CTY SHERIFF'S DE	keshia watson	702-0000-229.10-00		* Total	500.00
							500.00
02/06/2008	86645	RAMSEY COUNTY SHERIFF'S	brande key large	702-0000-229.10-00		* Total	200.00
							200.00
02/06/2008	86667	WASHINGTON COUNTY SHERI	william jacob reuter	702-0000-229.10-00		* Total	1,000.00
							1,000.00
02/06/2008	86668	WASHINGTON COUNTY SHERI	dawn angela kallie	702-0000-229.10-00		* Total	200.00
							200.00
01/30/2008	86509	JR'S APPLIANCE DISPOSAL	inver grove hghts	703-5500-446.40-25		* Total	8.00
							8.00
						** Fund Total	15,118.25
						1 Checks	8.00
						** Fund Total	8.00
						260 Checks	965,103.73
						*** Bank Total	965,103.73
						*** Grand Total	965,103.73

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Pay Voucher No. 1 For Groveland and North Valley Lighting Projects (2005-04 & 2007-10)

Meeting Date: February 11, 2008
 Item Type: Consent Agenda
 Contact: Eric Carlson – 651.450.2587
 Prepared by: Eric Carlson
 Reviewed by: Eric Carlson – Parks & Recreation

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

PURPOSE/ACTION REQUESTED

Approve pay voucher No. 1 for the Groveland and North Valley lighting projects.

SUMMARY

The City Council approved hiring Total Construction on August 13th to perform lighting improvements at Groveland and North Valley Parks. The contractor is requesting payment of work completed to date. Please see the attached information for more detail. The Contractor is requesting 100% payment and staff is holding 20% until the contractor is able to satisfactorily address punch list items.

The Council approved the following budget for this project:

Park	Bid	Contingency	Project Total	Funding Source
Groveland 2005-04	\$45,810	\$4,500	\$50,310	Park Maintenance Fund
North Valley 2007-10	\$64,900	\$6,000	\$70,900	Park Acquisition & Development Fund

CITY OF INVER GROVE HEIGHTS
CONSTRUCTION PAYMENT VOUCHER

ESTIMATE NO. 1
DATE: December 1, 2007
PERIOD ENDING: December 31, 2007
CONTRACT: Groveland Lighting Improvements 2005-04
PROJECT NO:

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

A.	Original Contract Amount	\$45,810
B.	Total Addition (Change Order No. 1).....	NA
C.	Total Deductions	NA
D.	TOTAL CONTRACT AMOUNT.....	\$45,810
E.	TOTAL VALUE OF WORK TO DATE	\$45,810
F.	LESS RETAINED 20%.....	\$9,162
G.	Less Previous Payment	\$0
H.	TOTAL APPROVED FOR PAYMENT THIS VOUCHER.....	\$36,648
I.	TOTAL PAYMENTS INCLUDING THIS VOUCHER.....	\$36,648

APPROVALS:

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

Signed by: _____

_____ Date

Signed by: _____
 George Tourville, Mayor

_____ Date

CITY OF INVER GROVE HEIGHTS
CONSTRUCTION PAYMENT VOUCHER

ESTIMATE NO. 1
DATE: December 1, 2007
PERIOD ENDING: December 31, 2007
CONTRACT: North Valley Lighting Improvements 2007-10
PROJECT NO:

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

A. Original Contract Amount	\$64,900
B. Total Addition (Change Order No. 1).....	NA
C. Total Deductions	NA
D. TOTAL CONTRACT AMOUNT.....	\$64,900
E. TOTAL VALUE OF WORK TO DATE	\$64,900
F. LESS RETAINED 20%.....	\$12,980
G. Less Previous Payment	\$0
H. TOTAL APPROVED FOR PAYMENT THIS VOUCHER.....	\$51,920
I. TOTAL PAYMENTS INCLUDING THIS VOUCHER	\$51,920

APPROVALS:

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

Signed by: _____

_____ Date

Signed by: _____

George Tourville, Mayor

_____ Date

TOTAL CONSTRUCTION & EQUIPMENT, INC.

10195 Inver Grove Trail • Inver Grove Heights, MN 55076 • (651) 451-1384

2005-04

City of Inver Grove Heights
8150 Barbara Ave.
Inver Grove Heights, Minnesota 55076

Date: 12/28/2007
Invoice No: 42416

Re: Groveland Park Lighting Improvements
Hockey, Pleasure Rink and Parking Lot Lighting
Inver Grove Heights

Original Contract Amount	\$45,810.00	
Contract Billed out 100% Complete		\$45,810.00
TOTAL AMOUNT DUE		
THIS INVOICE		\$45,810.00

THANK YOU!

TERMS: NET 30 DAYS. This invoice is subject to 1.5% per month finance charge if not paid in 30 days.
Please bring any discrepancies to our attention immediately for prompt resolution.

TOTAL CONSTRUCTION & EQUIPMENT, INC.

10195 Inver Grove Trail • Inver Grove Heights, MN 55076 • (651) 451-1384

2007-10

City of Inver Grove Heights
8150 Barbara Ave.
Inver Grove Heights, Minnesota 55076

Date: 12/28/2007
Invoice No: 42415

Re: North Valley Park
Electrical System for Roadway and Parking Lot Lighting
Inver Grove Heights

Original Contract Amount	\$64,900.00	
Contract Billed out 100% Complete		\$64,900.00
TOTAL AMOUNT DUE THIS INVOICE		\$64,900.00

THANK YOU!

TERMS: NET 30 DAYS. This invoice is subject to 1.5% per month finance charge if not paid in 30 days. Please bring any discrepancies to our attention immediately for prompt resolution.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Approve 2007-08 Ice Contract with ISD 199

Meeting Date: February 11, 2008
 Item Type: Consent Agenda
 Contact: Eric Carlson – 651.450.2587
 Prepared by: Eric Carlson
 Reviewed by: Eric Carlson – Parks & Recreation
 Adam Brotzler - VMCC

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 the 2007-08 Ice contract between the City of Inver Grove Heights and ISD 199 for the districts use of practice ice and game ice.

SUMMARY

The City and District have been working on an agreement for the ice time over the last several months. The School Board recently approved the agreement. Highlights of the agreement are as follows:

- Ice time used by the district for high school hockey is \$175 per hour
- District receives all revenue generated at the gate for home games
- District reimburses the City for staff time to manage ticket sales
- District reimburses the City for one additional maintenance worker for home games
- District is responsible for first aid, game officials, and adult supervision including hiring a uniformed police officer as necessary.

In the future it is expected that this agreement will be approved prior to the beginning of the hockey season.

Note:

While not specifically in this agreement, the district will be utilizing ice time for physical education classes. The rate the district will pay is \$70 per hour.

**CITY OF INVER GROVE HEIGHTS
VETERANS MEMORIAL COMMUNITY CENTER
ICE RENTAL AGREEMENT**

ISD #199 HIGH SCHOOL HOCKEY

AGREEMENT made this 28th day of January, 2008, by and between INDEPENDENT SCHOOL DISTRICT #199 ("School") and the CITY OF INVER GROVE HEIGHTS ("City"), a Minnesota municipal corporation subordinate to and in compliance with the "umbrella" Lease Agreement between the parties dated May 22, 1995.

RECITALS

- A. The City is the owner and manager of the Veterans Memorial Community Center ("VMCC"),
- B. School desires to use portions of the VMCC subject to the terms and conditions of the "umbrella" Lease Agreement dated May 22, 1995 and this Agreement ("Agreement") to the extent it does not conflict with the Lease Agreement dated May 22, 1995 and all applicable laws and regulations.
- C. As shown on the attached diagram, the general area being leased is marked.

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions contained herein, the parties mutually agree as follows:

- 1. **TERM.** The City hereby permits School the use of the VMCC and facilities incidental thereto pursuant to the Lease Agreement dated May 22, 1995 for the period October 2007 to March 2008 as set forth on the schedule attached hereto as "Exhibit A."
- 2. **FACILITIES.** School will have exclusive use of ice sheet(s) per the schedule in Exhibit A. The City will maintain and clean the facility. The common areas of the VMCC shall be open to the public at all times. The School will have shared use of the common areas and may not prohibit use by other patrons.
- 3. **PAYMENT.** The City will bill School on a monthly basis for ice time and services as set forth on "Exhibit B". Payments to the City of the fees will be made by School within thirty (30) days of receipt of each invoice.

4. **SERVICES.** Notwithstanding any other provision of this Agreement, the parties may separately agree for the provision of additional services, personnel, and staffing as needed.
5. **SCHOOL MAINTENANCE.** Owner shall be responsible for clean up of the VMCC and its facilities following each use of the VMCC, including the pick up and proper disposal of all trash, litter and other debris left in the VMCC by School and School's members utilizing the VMCC under School's rental of the VMCC.
6. **INSURANCE.** School shall maintain general liability insurance in an amount equal the tort liability limitations contained in Chapter 466 of the Minnesota State Statutes pursuant to the May 22, 1995 Lease Agreement, paragraph 8.13 and provide proof of such insurance upon execution of this Agreement. School represents that it does not have any employees or other individuals covered by this Agreement for which School would be obligated to provide workers compensation coverage.
7. **CANCELLATION OR RESCHEDULING.**
 - 7.1 **BY SCHOOL:** School shall notify City of any cancellation of any ice time scheduled under this Agreement no later than September 1, 2007. Except as otherwise provided herein, all ice time set forth on Exhibit A must be paid for by the School whether or not the VMCC is actually used.
8. **ENTIRE AGREEMENT.** Except for the lease between the City and School dated May 22, 1995 the entire agreement of the parties is contained herein. Any alterations, amendments, deletions, or waivers of the provisions of this Agreement shall be valid only when expressed in writing and duly signed by the parties, unless otherwise provided herein.
9. **WAIVER.** Any waiver by either party of a breach of any provision of this Agreement shall not affect, in any respect, the validity of the remainder of this Agreement.

10. **MISCELLANEOUS.**

10.1 **Additional Fees.** Within and subordinate to any terms as set forth in the May 22, 1995 Lease Agreement, the School shall pay such other equipment rental, maintenance, and other fees as appropriate and as set forth on the attached "Exhibit B".

10.2 **Advertising.** No advertising by School on any part of the VMCC is permitted without the express written consent of the City. School is allowed to distribute game programs and display "school spirit" posters and banners.

10.3 **Controlled Substances.** Alcohol, tobacco, and controlled substances are not allowed on the premises of the VMCC.

11. **NOTICE.** All notices required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered in person or deposited in the United States Mail, postage prepaid, as follows:

If to the City, to: City Administrator
 City of Inver Grove Heights
 8150 Barbara Ave
 Inver Grove Heights MN 55077

If to School, to: Superintendent of Schools
 Independent School District 199
 2990 – 80th St E
 Inver Grove Heights, MN 55076

By signing this Agreement, the parties acknowledge that they have read, understand, and agreed to abide by all its conditions as stipulated.

**INDEPENDENT SCHOOL
DISTRICT #199**

CITY OF INVER GROVE HEIGHTS

By: <i>Philip Rutz</i>		By: _____
Its: Chair		Its: Mayor
By: <i>Ken Mpan</i>		By: _____
Its: Clerk		Its: Clerk

EXHIBIT A

Schedule

EXHIBIT B

1. **Payments.** Payments to the VMCC of the above fees will be made by School within thirty (30) days of receipt of each invoice.
2. **Ticket Proceeds.** The parties agree that, 100% of the ticket proceeds will be used to offset the cost of hosting High School hockey games. The parties agree to reimburse each other for overage or shortage based on actual usage and rates of ice time.
3. **Sales Tax.** Sales tax will be deducted from gate receipts prior to the above percentage splits being determined and paid.
4. **Ticket Personnel.** For each Event, the VMCC will schedule ticket personnel and will pay such ticket personnel out of the VMCC budget. School will reimburse the City for actual costs of such personnel.
5. **Cleaning Personnel.** For each Event, the VMCC will schedule one additional cleaning staff and will pay such personnel out of the VMCC budget. School will reimburse the City for actual costs of such personnel.
6. **Adult Supervision.** For each Event, School agrees that the "home school" will provide and pay the public service officer or officers and the adult supervision for the student section.
7. **First Aid Personnel.** For each Event, School agrees that the "home school" will provide and pay the first aid personnel for each game under their game agreement.
8. **Scorekeeper/Announcer.** For each Event, School agrees that the "home school" will provide and pay scorekeeper or announcer scorekeeper combination held under this Agreement.

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

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE CITY ENGINEER TO ENGAGE THE SERVICES
OF TWO REAL PROPERTY APPRAISERS AND AN ACQUISITION AGENT TO ASSIST
THE CITY WITH THE SOUTHERN SANITARY SEWERSYSTEM IMPROVEMENTS
PROJECT, CITY PROJECT 2003-03**

WHEREAS, the Southern Sanitary Sewer System Improvements Project, City Project 2003-03 (the “Project”) includes the extension of sanitary sewer utilities southerly along Trunk Highway 52 to its southern termini near 117th Street.

WHEREAS, based upon the Project design completed by the City’s consulting engineer, Kimley-Horn and Associates, Inc., to complete the Project, road right-of-way and permanent and temporary utility easements will need to be acquired from approximately twelve (12) different landowners.

WHEREAS, the acquisition process will require approximately nine (9) separate appraisals and individual negotiations with each of the affected landowners.

WHEREAS, after weighing the Project schedule and consultant’s cost estimate, the ability of the company to staff and complete the appraisal assignment, the relative experience and accreditation of the company, the City Engineer and City Attorney recommend that the City Council authorize the City Engineer to engage Integra Realty Resources for up to \$40,000 to perform the appraisal component of the Project.

WHEREAS, additionally, the City Engineer and City Attorney recommend that the City Council authorize the City Engineer to engage Integra Realty Resources on an hourly basis of \$275 per hour for post-negotiation condemnation preparation and testimony should the negotiation process fail to produce an acquisition settlement.

WHEREAS, based on the Project plans and the impact of the Project on various landowners, it has been the City’s experience that an allowance should be made to hire a second appraiser on the more difficult and potentially contested parcels.

WHEREAS, the City Engineer and the City Attorney recommend that the Council authorize the City Engineer to engage Metzen Realty for up to \$15,000, to perform second appraisals, if necessary, on a select group of contested acquisitions.

WHEREAS, after weighing the Project schedule an the consultant’s cost estimate, the ability of the company to staff and complete the acquisition negotiation assignment, the relative experience and accreditation of the company, the City Engineer and City Attorney recommend that the City Council authorize the City Engineer to engage Evergreen Land Services Company for up to \$40,000 to assist the City with the landowner negotiation component of the Project.

NOW, THEREFORE, THE CITY OF INVER GROVE HEIGHTS DOES HEREBY RESOLVE AS FOLLOWS:

1. Authorize the City Engineer to:
 - a. engage Integra Realty Resources in an amount not to exceed \$40,000 to assist the City with the appraisal component of the Project;
 - b. engage Integra Realty Resources as necessary on an hourly basis of \$275 per hour for post-negotiation condemnation preparation and testimony should the negotiation process fail to produce an acquisition settlement;
 - c. engage Metzen Realty, Inc. in an amount not to exceed \$15,000, to perform second appraisals select contested acquisitions; and
 - d. engage Evergreen Land Services Company in an amount not to exceed \$40,000 to assist the City with the landowner negotiation component of the Project.

Passed this 11th day of February, 2008.

George Tourville, Mayor

ATTEST:

Melissa Rheaume, Deputy Clerk

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

PERSONNEL ACTIONS

Meeting Date: February 11, 2008
Item Type: Consent
Contact: Jenelle Teppen, Asst. City Admin
Prepared by: Amy Brinkman, H.R. Coordinator
Reviewed by: n/a

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

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

Please confirm the employment of: Robert Heagle, and Merrisa McLoughlin as Firefighters, and Nick Hahn as Engineering Technician.

Please confirm the seasonal/temporary employment of: Marie Kuplic, Karen Preiner, and Cassandra Robinson.

MEMO
CITY OF INVER GROVE HEIGHTS

TO: Joe Lynch, City Administrator
FROM: Thomas J. Link, Director of Community Development
DATE: February 6, 2008
SUBJECT: Dawnway Landfill – Non-Conforming Use Certificate (NCUC) Regulations

Citizens have recently raised concerns about the operation of the Dawnway Landfill, including:

- Amount of traffic
- Amount of recycling
- Use of jake brakes
- Hours of operation
- Future excavation, waste disposal, and grading in the southeast corner of the landfill
- Access from the top of the landfill via the airport road
- Years of operation
- Mud on the street

The amount of truck traffic and the use of jake brakes are not addressed in the Dawnway Landfill NCUC. However, the remaining issues are addressed in the NCUC, as follows:

- Recycling: Recycling of construction and demolition debris is allowed. The only limitation is that the storage area cannot exceed ten acres, the placement of the storage area can be determined by the City, and certain conditions can be placed on the storage area. [Section 2.3.13]
- Hours of Operation: Hours are limited to 7 a.m. to 6 p.m., Monday through Friday. Saturday hours are 7 a.m. to 4 p.m. The landfill cannot operate on Sunday. In the case of an emergency, the City can extend operational hours. [Section 4.12(1)]

- Southeast Corner: The approved phasing and final grade plans show that the operation will extend into the southeast corner of the property, closer to Concord Boulevard and the residents.
- Access from the Top of the Landfill: Access can only be obtained off Dawn Way through the main landfill entrance. Use of the airport road and access from the top of the landfill is prohibited. An advisory sign should be posted advising drivers of this access restriction. [Section 4.11]
- Years of Operation: The landfill is allowed to operate for ten more years, or until the end of 2017. [Section 3.5]
- Street Maintenance: The landfill is responsible for removing mud, dirt, and debris from Dawn Way. [Section 4.12(5)]

If you need any additional information or have further questions, please let me know.

TJL/kf

Enc: Portions of Non-Conforming Use Certificate

cc: Nick Frattalone

2.3.8 Open storage, off-site soils. User may transport Clean Fill onto the Landfill for use only as liner material, fill, and cover; and place such Clean Fill for long-term open storage at locations approved by the City's Community Development Director, subject to the City's fire code requirements. Reclaimed soils may be stored on and sold from the Landfill as provided herein.

2.3.9 Open storage, equipment. User may undertake long-term open storage of equipment at locations approved by the City's Community Development Director or as shown on the Site Plan.

2.3.10 Open storage, short term. User may undertake short term storage of Reclamation Materials, Cover Material, equipment, and materials, other than waste, at various locations, as required by the day to day operations of the Landfill, subject only to City fire code requirements.

2.3.11 Storm water management. User may construct and use storm water management facilities including, but not limited to, channels, culverts, drainways, ponds, ponding areas, swales, and structures, all pursuant to the Site Plan.

2.3.12 Sale of Reclaimed Materials. User may reclaim and sell Reclaimed Materials from the Landfill.

2.3.13 Open storage, Reclamation Materials and Tree Waste. User may separate Reclamation Materials from the Demolition Debris. User may temporarily openly store and sell the Reclamation Materials in temporary storage areas provided the areas in the aggregate do not exceed ten (10) acres in size and provided the location of the areas as they may be relocated from time to time are approved by the City's Director of Community Development. User may sell such Reclamation Materials from the area where such materials are stored. In approving the location of the temporary storage areas, the City's Community Development Director may impose reasonable conditions relating to dust control, fire codes, erosion control, size, height, location, setback and configuration of the storage piles. In imposing such conditions, the Director shall consider the criteria and review standards stated in Section 5.7 of this Certificate. Reclaimed Tree Waste shall be used only for mulch at the Landfill, or for sale for use off-site of the Landfill. Tree Waste stockpile(s) will not exceed 7500 cubic yards in the aggregate.

2.3.14 Crushing of concrete. User may undertake crushing of Crushable Materials that have been separated from Demolition Debris at the Landfill by the User provided all the following conditions are met:

- (a) The stockpiles of Crushable Materials and the stockpiles of Crushed Materials shall not in the aggregate exceed a total of 100,000 cubic yards.
- (b) The stockpiles referred to in Section 2.3.14(a) shall be located in the Reclamation Material storage areas referenced in Section 2.3.13.

- (m) Final Disposal, disposal, treatment or processing of regulated asbestos.

3. LIMITATIONS ON EXPANSION AND DURATION.

3.1 Purpose. In this section the parties limit the size of the legal non-conforming uses at the Landfill. The limits used for the Landfill are airspace, geographic boundaries, maximum elevation and duration.

3.2 Landfill - Airspace Capacity Limitation. The disposal of Demolition Debris at the Landfill shall not exceed approximately 3,928,280 cubic yards of airspace for Demolition Debris, as approved by the MPCA. This airspace does not include the final cover system. The parties agree that the remaining airspace capacity at the Landfill remaining after December 1, 2001, was approximately 2,932,463 cubic yards. The remaining airspace capacity will be recalculated each year as required by the MPCA.

3.3 Landfill - Boundary Limitation. User shall not expand the Landfill beyond the described boundaries shown on Exhibit A.

3.4 Landfill - Maximum Elevation Limitation. No part of the final Landfill contour shall exceed an elevation of 236 feet South St. Paul Datum (831 feet above mean sea level, National Geodetic Vertical Datum of 1929). That elevation includes the final cover system.

3.5 Landfill - Duration. The Landfill may only accept Demolition Debris through December 31, 2017, unless the parties agree to an extension or modification hereof.

3.6 Accessory Uses - Duration. Once the Landfill is no longer able to accept Demolition Debris, the Accessory Uses identified in § 2.3.4, 2.3.5, 2.3.7, 2.3.9, 2.3.10, 2.3.12, 2.3.13 and 2.3.14, shall also cease.

3.7 Landfill - Closure. Once the Landfill is no longer able to accept Demolition Debris, the Landfill shall be closed within 24 months pursuant to the closure plan approved by the MPCA, Dakota County and the City. In all events, the Landfill must be closed no later than 24 months after the Landfill is no longer able to accept Demolition Debris.

4.4 Fire Protection Agreement. User shall comply with Host Community Agreement, provisions relating to Fire Protection. Payment of the Host fees under the Host Community Agreement shall be considered payment in full of firefighting costs incurred by City through December 31, 2017.

4.5 Nuisance Ordinance. User shall operate the Landfill in a manner which complies with Inver Grove Heights City Code Section 2005.13 Nuisances and with the Public Nuisance provisions of Dakota County Ordinance No. 110, Solid Waste Regulation.

4.6 Off-Site Litter Control. User shall control litter from the operation of and from deliveries to the Landfill, including maintaining berms around the north and east perimeter of the Landfill, and picking up litter from Demolition Debris along: (1) Dawn Way, from Airport Road to Concord; (2) Henry Avenue from Poplar Street south to Airport Road; and (3) Poplar Street east from Henry Avenue to Concord.

4.7 Post-closure Inspection. Any modification of the post-closure care plan that would result in planned post-closure general facility inspections at a frequency of fewer than two times per year (spring and fall) for the duration of the State or County imposed post-closure requirement shall be subject to prior City Council approval by majority vote of the Council.

4.8 Site Plan Review. Any change requiring Site Plan review under the terms of this Certificate shall be subject to Section 5.

4.9 Storm Water Management and Erosion - Local Plans and Regulations. In designing and constructing its storm water management facilities and erosion controls to meet Federal, State, regional, and County requirements, User shall also comply with the local watershed management organizations' and the City's comprehensive water management plans, storm water management and erosion control ordinances and regulations, and Federal, State, Regional, county, and local wetland laws and regulations.

4.10 Storm Water Management and Final Cover Systems. Any modification of the Landfill storm water management and final cover systems such that the design, specifications, or constructed systems do not meet or exceed all of the MPCA rule standards shall be subject to prior City Council approval by majority vote of the Council.

4.11 Truck Restrictions. User will require trucks to use Dawn Way only from the Landfill entrance to Concord. User shall post an advisory to all drivers to the same effect at each exit from the Landfill.

4.12 Operating Conditions. The Landfill shall be operated in the following manner:

- (1) Hours Of Operation. The hours of operation for the Landfill will be 7:00 a.m. to 6:00 p.m. on Monday through Friday. On Saturday, the hours of operation for the Landfill shall be 7:00 a.m. to 4:00 p.m. The Landfill shall not operate on Sunday. In the event of an emergency or required after hours use, the City

Administrator may extend the operational hours or days of the Landfill for a limited period to handle the event.

(2) Incorporation Of MPCA And County Conditions. Placement of any of the wastes listed in Section 2.2.1 on the Landfill shall not continue until required disposal permits and/or licenses are amended, continued, or obtained from the MPCA and County. The MPCA and County conditions and requirements are hereby incorporated as part of this Certificate as if they were specifically stated herein. If the City conditions conflict with the MPCA or County conditions, then that condition which is more restrictive or demanding shall prevail. A violation of either MPCA or County conditions and requirements shall be deemed a violation of this Certificate and shall be considered grounds for remedial action.

(3) Wind Blown Materials. The User shall daily pick-up and secure all materials from operations subject to movement or blowing by the wind, or which may cause a nuisance.

(4) Dust Control. All on-site haul roads shall be maintained dust-free during operations by watering, paving or chloride treatment. The entry road shall be paved from Dawn Way to the access gate.

(5) Street Maintenance. The User shall be responsible for removal of any mud, dirt or debris deposited on any public streets as a result of filling operations. The City, should the User not comply with this provision, may provide necessary cleaning services with appropriate notice to the User. The cost of such services will be billed to the User and User shall pay for such cost.

(6) Compliance With Plans. All site development, grading, drainage, erosion control, operation, restoration, re-vegetation and closure of the Landfill shall be in substantial conformance with the approved plans and narratives itemized on Exhibit B.

(7) Necessary Equipment Only. Only equipment necessary to operate the site as a Landfill, engage in reclamation activities, or to perform grading or closure shall be permitted to be stored on site.

(8) Fire Protection Measures. User shall comply with Section 5 - Fire Protection, of the Host Community Agreement.

(9) Suspension For Emergencies. Where violations of the conditions of this Certificate are noted, and the violations are of the type stated in Section 7.4.3, the

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

ATTORNEYS AT LAW

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

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

MEMO

TO: Inver Grove Heights Mayor and Councilmembers
FROM: Timothy J. Kuntz, City Attorney
DATE: January 21, 2008
RE: Dawnway Landfill

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 117th 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 117th Street Demolition Debris Landfill (117th Street Host Community Agreement). Payment of the Host Community fees required by the 117th 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 117th Street Host Community Agreement; the \$16,600 is in addition to any host community fees required by the 117th 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 117th Street Host Community Agreement would be amended to provide that SKB pay the City \$16,600 upon execution of the 117th Host Community Agreement; this amount is in addition to other host community fees required by the 117th 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 117th 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 117TH 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 117th 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 117th Street Demolition Debris Landfill (117th Street Host Community Agreement). Payment of the Host Community fees required by the 117th 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 117th Street Host Community Agreement; the \$16,600 is in addition to any host community fees required by the 117th Street Host Community Agreement.

WHEREAS, the City is willing to amend the 117th Street Host Community Agreement to specify that SKB upon execution of the 117th 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 117th 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 117th Street Host Community Agreement would be amended to provide that SKB pay the City \$16,600 upon execution of the 117th Host Community Agreement; this amount is in addition to other host community fees required by the 117th 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 117th Street Demolition Debris Landfill).
- 2.) The Mayor and Deputy Clerk are authorized to execute the approved documents.

Passed this 28th day of January, 2008.

George Tourville, Mayor

Attest:

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 28th 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 2nd 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:

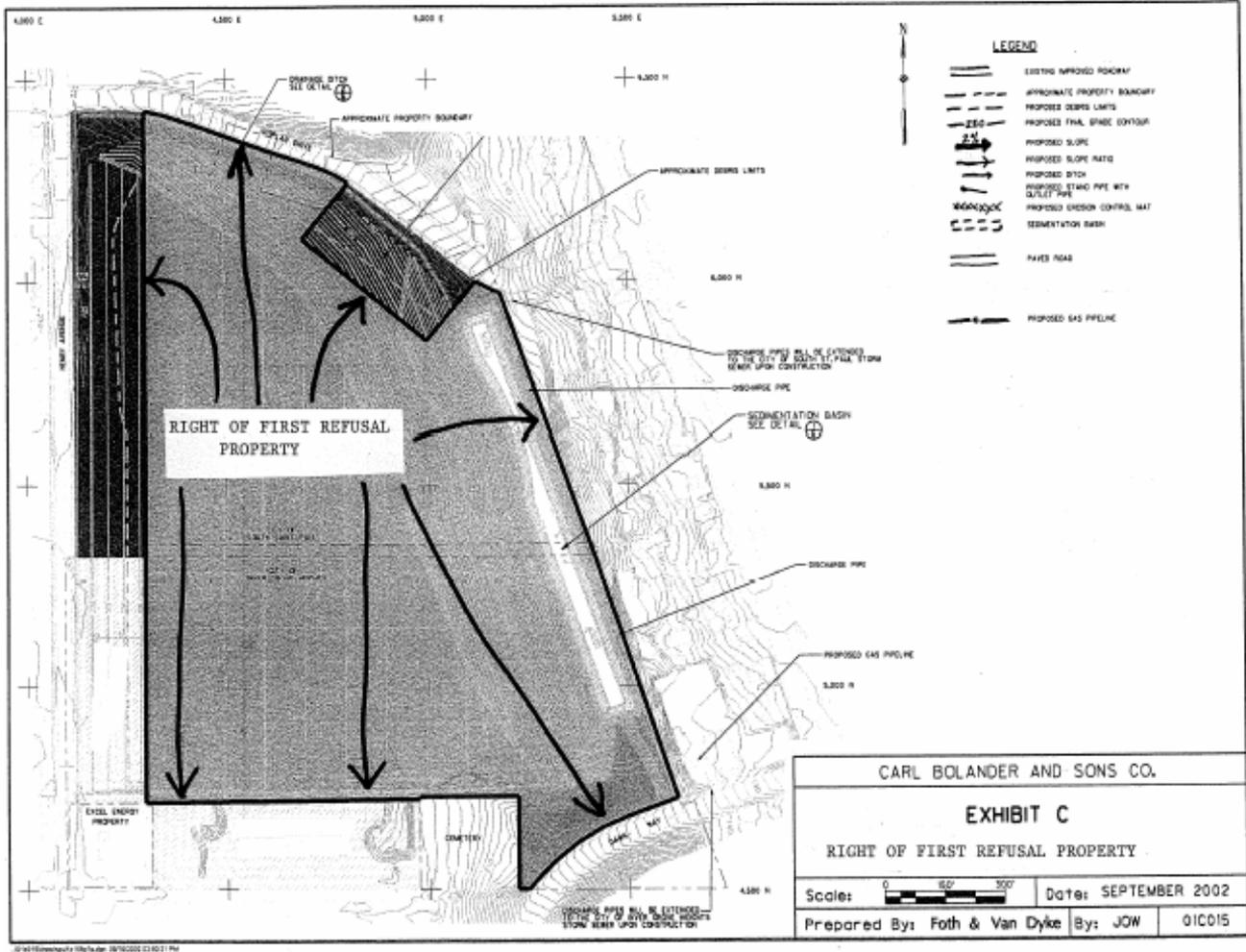
Lots One (1), Two (2) and Three (3) in Block Six (6) of Lincoln Park Addition to South St. Paul, subject to an easement to the Great Lakes Pipe Line Company of Ponca City, Oklahoma, over and across said Lots 1, 2 and 3 in said Block 6; Lots Five (5) and Six (6), Block 6 of Lincoln Park Addition to South 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.

EXHIBIT C

Right of First Refusal Property



**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 28th 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

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 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 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

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 2nd 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 28th 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 117th 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 117th 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 (1st) 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 (2nd) Amended And Restated HCA, PAB or SKB under this Second (2nd) Amended And Restated HCA shall pay the City the sum of \$16,600 upon execution of this Second (2nd) 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)



January 29, 2008

Joe Lynch
City of Inver Grove Heights
8150 Barbara Avenue
Inver Grove Heights, MN 55077

Re: Dawnway Landfill Facility

Dear Mr. Lynch:

I would first like to apologize for not being in attendance at last night's city council meeting to address the issues brought up by the neighbors surrounding our facility. I was informed yesterday afternoon of the complaints in regards to the number of trucks and the usage of their "jake brakes". Our facility manager, Nat Johnson, informed me that he addressed the noise issue with the drivers and thought it was taken care of.

I received a call at 7:00am this morning from one of our employees who watched the meeting take place on TV. He informed me of the situation and the concerns that were voiced. I then spoke with you and received further detail to the issues at hand. As I stated to you on the phone, we do not want to ruin the great relationships with the city staff, council and neighbors that Bolander had built during the years of their operations. We did not intentionally perform any operations where we thought we could not or would cause issues.

With this said, here are the issued I have been informed of and the actions we have taken:

Use of Airport Road To Enter The Facility

We used this entrance for both a convenience and a safety reason. By dumping the material off the top of the dump area, we did not have to place it with another piece of equipment. If we dump the material on the bottom, we need to push it into the bank. The road we have built within our facility going up to the top is not wide enough for traffic going up and down at the same time and we were trying to avoid an accident. As of 12:00pm today, no more trucks will be entering the facility from the Airport Road entrance. The main Dawn Way entrance will be the only one used.

Use of Jake Brakes in and Around the Facility

I informed our truck superintendent to notify all trucks that use of jake brakes on Concord, Dawn Way or within our facility will result in them leaving the job. We have also decided to purchase and install a sign that states something to the extent of "For the

respect of our neighbors, please do not use your jake brakes within 1 mile of this facility". Hopefully this controls all truck traffic from here on out and not just the immediate concerns.

Number of Trucks Hauling in and out of the Facility

We currently have a project in Bloomington that requires us to dig out a pond. This type of work requires the material to be frozen during the transportation, otherwise it is very sloppy and spills out of the trucks and onto the roadways. Given this fact, we only have a short window of time to move this material in the most appropriate way possible and it involves heavy traffic in a short period of time. This will not be the norm. Starting tomorrow (1-30-08) we are transporting half of the material (and trucks) to an entirely different location. This should cut the traffic on the roads in half.

As you can see, we are taking these concerns seriously and are doing what we can to work with the city and our neighbors. I look forward to meeting you, the mayor, and council members at the next council meeting on February 11 to hopefully ease any concerns that there may be.

Please feel free to contact me if you have any further questions or concerns.

Sincerely,



Nick Frattalone
President of Frattalone's Dawnway, LLLP

651-765-1138 – Office
651-283-6627 – Cell Phone
nickf@frattalonecompanies.com

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Act on Petition to Sell River Front Park

Meeting Date: February 11, 2008
Item Type: Regular Agenda
Contact: Eric Carlson – 651.450.2587
Prepared by: Eric Carlson
Reviewed by: Eric Carlson – Parks & Recreation

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED

The Council is asked to vote on a petition presented to the Park and Recreation Commission in September 2007 that requests the City sell River Front Park.

SUMMARY

River Front Park is located at 7782 River Road and is 2.21 acres in size. The City purchased the property a number of years ago. In September 2007, residents living in the area signed a petition and presented it to the Park and Recreation Commission. The petition asks the City to sell River Front Park. To date, there has been no formal action on the petition. Recently, Mr. Greg Sampson, contacted the Mayor asking to have the Council vote “yes” or “no” on the petition.

If the Council votes in favor of selling River Front Park. The Council must comply with Minnesota State Statue 462.356, subd.2 which provides that the City cannot sell the property until the comprehensive plan has been changed and until the Planning Commission has reviewed the proposed sale and reported to the Council that the sale is consistent with the revised comprehensive municipal plan.

If the Council votes in favor of retaining the property staff can schedule a Work Session in the near future to discuss potential improvements to the property. In November of 2007, the Council asked staff to review different options for lighting, boulders, security cameras, etc. with the neighborhood and get their reaction. Depending on the outcome of the Council’s vote on this issue, staff can schedule River Front park improvements on an up coming Work Session agenda.

The staff recommendation is to continue to own the property as park property.

ATTENTION, PARK COMMISSION MEMBERS

This petition is a request by the citizens of Inver Grove Heights, Mn. to ask that the RIVER FRONT PARK, Located on River Road be sold.

THANK YOU!

NAME	ADDRESS	PHONE #
Traen Gault	7139 River Rd	
Alan Sampson	7600 River Rd	651-455-6975
Harold R. Curtis	7071 River Road	651-455-6034
DAN FRYE	6955 RIVER RD.	651-271-7111
Stappe	6919 River Rd	651-324-3677
Jennifer Johnson	6915 RIVER RD	651-306-0681
Mal Clifton	6831 RIVER Rd	651-451-8710
Tamara Clifton	6831 RIVER Rd	651-451-8710
Lynda Patnode	6831 RIVER RD	651-451-8710
Wilbur Kahlesta	6740 RIVER RD	651-451-4335
Ron Repke	6866 River Rd	651-457-5624
Patricia Hulse	6888 River Rd	651-455-6554
Rich Greiner Jr	6992 River Road	651-552-9623
Edgar A SERMAN	7177 RIVER ROAD	651-455-0816
Suz Sampson	7540 River Rd.	651-455-9196

ATTENTION, PARK COMMISSION MEMBERS

This petition is a request by the citizens of Inver Grove Heights, Mn. to ask that the RIVER FRONT PARK, Located on River Road be sold.

THANK YOU!

NAME:	ADDRESS:	PHONE #
Rich & Aye Holleschau	8260 River Rd	651-450-1496
Mike Lynn	8168 River Road	651-451-4809
Steve Carpenter	8008 RIVER ROAD	651 451 7448
James A. M... ..	8046 RIVER ROAD.	651 451-7228
Nancy Carl	8056 River Rd	651 455-5289
Nancy Pone	8336 River Rd	612-865-2982
Mike Pone	" "	" "
Linda Wisting	9100 River Rd.	651-455-8040
Helena Kreden-Carpenter	8008 River Rd	651-457-7448
John Lee Meyer	8067 River Rd.	651-755-5798
Alana & Arlie Osberg	8094 River Rd.	651-457-0878
Wes VanDobbenburg	7960 River Road	651 457 1386
Jeff & Tony Holleschau	7950 River Rd /	651 450-6496
Mike	9000 RIVER RD	651-455-5364
	6032 Council CT	651-457-5565
	soon to be:	
	8388 River Rd	

ATTENTION, PARK COMMISSION MEMBERS

This petition is a request by the citizens of Inver Grove Heights, Mn. to ask that the RIVER FRONT PARK, Located on River Road be sold.

THANK YOU!

NAME:	ADDRESS:	PHONE #
Howard Harvey	2515 River Rd	651-455-0664
Sandra Merrill	7211 River Road	651-450-0963
Gail Flann	7275 River Rd	651-451-8824
Doreen Hulse	7170 River Rd	" 455-4392
Kim Josephs	7142 River Rd	455-0388
Jon Josephs	" "	" "
Sandra Klirhammer	7122 River Rd	651-455-8976
Speckstein	7080 RIVER RD	651-457-0692
Mike Burlington	7090 River Rd	651-450-0972
Bob Kromschroeder	6838 River Rd	to
Bob	7030 RIVER Rd.	651-450-0576
Jim	208 River Rd	651-767-0898
William Wedner	7000 River Rd	651-532-0423
Pete Coarich	6966 River Rd	651-455-4616
Jim Daarden	6964 River Rd	657-455-4614
St Huber	6958 River Rd.	651-450-6215
Shirley Tresselt	3795 72 St	651-455-4248
Richard W. Tresselt	3795 72 St E	651-455-4249

ATTENTION, PARK COMMISSION MEMBERS

This petition is a request by the citizens of Inver Grove Heights, Mn. to ask that the RIVER FRONT PARK, Located on River Road be sold.

THANK YOU!

NAME:

ADDRESS:

PHONE #

Judy Nilsson
Mark Nelson

7091 River Rd. IGH, mn.
6950 River Rd

651-455-6943
651-642-9094

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: February 11, 2008
 Item Type: Regular Agenda
 Contact: Allan Hunting 651.450.2554
 Prepared by: Allan Hunting, 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 a Resolution for Approval of the intersection geometrics of the temporary Argenta Trail connection for the Preliminary Plat of Argenta Hills, a seven (7) lot and seven (7) outlot plat located at the northwest corner of Hwy 55 and Hwy 3.
- Requires 3/5th's vote.
 - 60-day deadline: N/A

SUMMARY

MGT Development is requesting design approval of the temporary roadway as provided for in Condition #23 that was amended by the City Council on January 28, 2008 as part of the reaffirmation of the Preliminary Plat approval for the plat of Argenta Hills. The resolution containing the modified language is attached. MGT's letter of request is attached.

The Council changed the wording of Condition #23 such that the temporary road was not required, but if proposed, the Council would have to approve the design. MGT is requesting Council's approval of the proposed design. The proposed road is at the same location as previous discussed with a right-in/right-out design including a center median.

The proposed road alignment impacts three other properties; Strehle, Dakota 53 and Illetschko. All three have been notified of the meeting Monday night.

Staff has supported the temporary Argenta Trail access as a second access to the site for traffic flow for the projected commercial development and also for emergency access. The proposed location is at the only point where the developer owns frontage onto Argenta Trail. The location of the proposed intersection does not meet the County's standard ¼ mile (1320 feet) spacing for a full access. That is why the right-in/right-out is being proposed. The proposed location is approximately 300 feet from the Hwy 55 intersection.

Staff has included the grading plan for the temporary road that was part of the original approved plan set. Also attached are the proposed plans for the Argenta Trail temporary connection

- Attachments:
- Resolution approving the intersection geometrics of the temporary Argenta Trail connection
 - Resolution #08-28 reaffirming approving of the preliminary plat and preliminary PUD plans with modified condition #23.
 - Letter from Applicant
 - Temporary Argenta Trail Design Plans
 - Original Grading Plan of Temporary Road

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

RESOLUTION NO. _____

A RESOLUTION APPROVING THE INTERSECTION GEOMETRICS OF THE TEMPORARY ARGENTA TRAIL CONNECTION FOR THE PRELIMINARY PLAT OF ARGENTA HILLS, A SEVEN (7) LOT AND SEVEN (7) OUTLOT PLAT LOCATED AT THE NORTHWEST CORNER OF HWY 55 AND HWY 3.

**CASE NO. 07-38PUD
(MGT Properties)**

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, on January 28, 2008, the City Council reaffirmed their approval of the Preliminary Plat of Argenta Hills with a modification to Condition #23 of Resolution #07-201 relating to the construction of the temporary Argenta Trail connection; the revised condition #23 reads as follows: A temporary street connection between the proposed CSAH 28 to the existing Argenta Trail is not required to be constructed by the developer as part of the plat approval; provided, however, the developer may construct such connection and may include such connection as part of the final PUD Development Plans subject to the Council's approval of the design criteria and design parameters for the temporary roadway and for the connection of the temporary roadway at the intersection of Argenta Trail and for the intersection improvements.

WHEREAS, pursuant to Condition #23, the developer is requesting the City Council to approve the street layout for Argenta Hills inclusive of the temporary roadway connection between Argenta Trail and future Co. Rd. 28;

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS that, the Argenta Hills Preliminary Plat and Preliminary PUD Development Plan street layout and design inclusive of the temporary roadway connection between Argenta Trail and future Dakota County Road 28, as depicted on the attached URS Plan Sheet Nos. C14.1 through C14.3 is hereby preliminarily approved and incorporated into and made a part of the approvals previously passed by the City Council in Resolution No. 07-201, of October 22, 2007, and Resolution No. 08-28, of January 28, 2008; This preliminary approval is subject to final plat approval and final PUD Development Plan approval.

Passed this 11th day of February, 2008.

AYES:

NAYS:

George Tourville, Mayor

ATTEST:

Melissa Rheaume, Deputy Clerk

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

RESOLUTION NO. 08-28

**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;

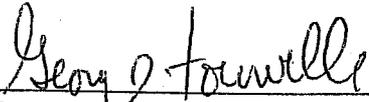
NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS that, after taking testimony from the public and reviewing the Planning Commission minutes and action, the City Council hereby reaffirms the Preliminary Plat approval for the plat of Argenta Hills subject to the same conditions listed in Resolution #07-201 except for the following amended language to Condition #23):

- 23. A temporary street connection between the proposed CSAH 28 to the existing Argenta Trail is not required to be constructed by the developer as part of the plat approval; provided, however, the developer may construct such connection and may include such connection as part of the final PUD Development Plans subject to the Council's approval of the design criteria and design parameters for the temporary roadway and for the connection of the temporary roadway at the intersection of Argenta Trail and for the intersection improvements.

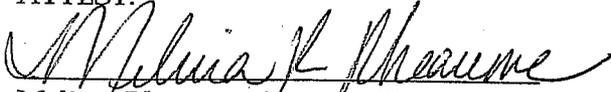
Passed this 28th day of January, 2008.

AYES: 5

NAYS: 0


George Tourville, Mayor

ATTEST:


Melissa Rheume, Deputy Clerk

February 5, 2008

VIA E-MAIL (cityhall@ci.inver-grove-heights.mn.us) AND MESSENGER

Mayor George Tourville
And City Council Members
c/o Joe Lynch, City Administrator
8150 Barbara Avenue
Inver Grove Heights, MN 55077-3410

Re: Argenta Hills, Temporary Connection of Future County Road 28 and Argenta Trail

Dear Mayor Tourville and City Council Members:

I write to request your approval of the temporary connection of Argenta Trail and future County Road 28, as depicted in URS Plan Sheet Nos. C14.1 through C14.3. Those plan sheets have been provided to city staff, and are attached. This request for approval follows the discussions which were held at the City Council meeting of January 28, 2008, with respect to Condition No. 23 in City Council Resolution No. 07-201 which approves both the preliminary plat and preliminary PUD development plan for Argenta Hills. Subsequent to that City Council meeting, we had discussions with Target corporation. In those conversations, Target confirmed that it will not move forward with its store without a reliable approval of a connection between future County Road 28 and Argenta Trail. Both Target and we need certainty that the depicted connection is approved. You have been provided by city staff with a draft resolution to accomplish that approval.

Even after this approval, however, we will continue to work to explore alternative connections to Argenta. Any alternate connection must be tested by its economic feasibility, timeliness, and function. We will work diligently to explore those alternatives, but we must know now that the connection as depicted is approved if alternatives fail to meet our criteria.

With your approval on February 11, 2008, we can proceed with the commercial component of Argenta Hills.

Sincerely,



Gregory Munson
MGT DEVELOPMENT

cc: Alan Hunting, City of Inver Grove Heights (via E-mail)
Tom Link, City of Inver Grove Heights (via E-mail)
Tim Kuntz, Esq. (via E-mail)

4319181_1.DOC

PROPOSED LEGEND

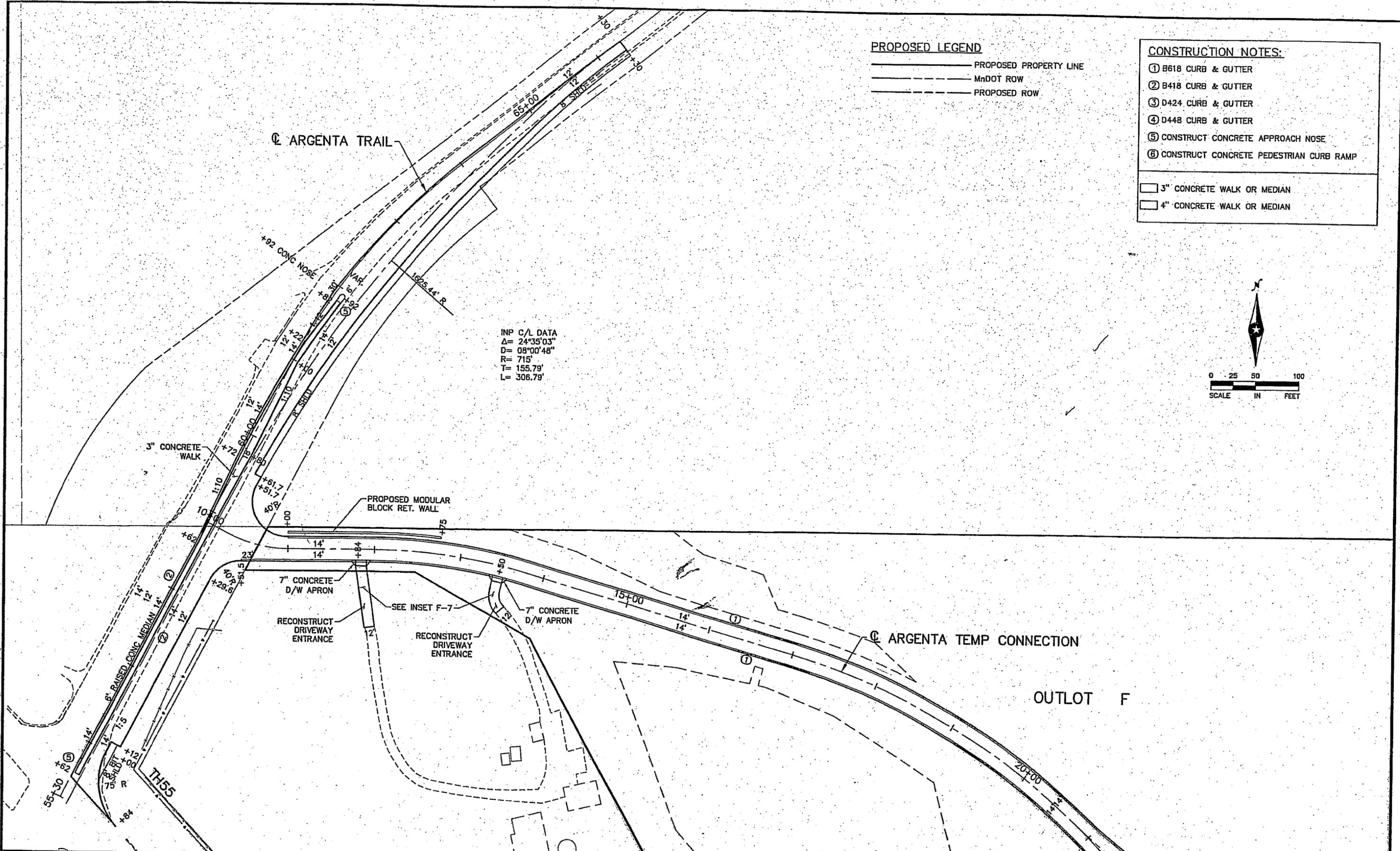
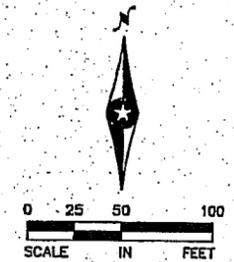
- PROPOSED PROPERTY LINE
- - - - - MnDOT ROW
- - - - - PROPOSED ROW

CONSTRUCTION NOTES:

- ① B618 CURB & GUTTER
- ② B418 CURB & GUTTER
- ③ D424 CURB & GUTTER
- ④ D448 CURB & GUTTER
- ⑤ CONSTRUCT CONCRETE APPROACH NOSE
- ⑥ CONSTRUCT CONCRETE PEDESTRIAN CURB RAMP

- 3" CONCRETE WALK OR MEDIAN
- 4" CONCRETE WALK OR MEDIAN

INP C/L DATA
 $\Delta = 24^{\circ}35'03"$
 $D = 08^{\circ}00'48"$
 $R = 715'$
 $T = 155.79'$
 $L = 306.79'$



REV. NO.	BY	DATE	REVISIONS DESCRIPTION

DESIGN FILE: 31809970	DESIGNED BY: TJS
DRAWN BY: JBB	CHECKED BY: RAT
DATE: 12/03/2007	DRAWING NAME: CR28-CP01.dwg

URS

1000 River Street
 Minneapolis, MN 55415
 612.370.0700 FAX
 612.370.3178 FAX

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

DATE: 12/03/2007 MINN. LIC. NO.

FINAL PLANNED UNIT DEVELOPMENT	CITY PROJECT	SHEET NO.
ARGENTA HILLS	COUNTY PROJECT	C14
INVER GROVE HEIGHTS, MN	SP 178-113-01-178-010-04	145
CONSTRUCTION PLAN	S.A.P.	

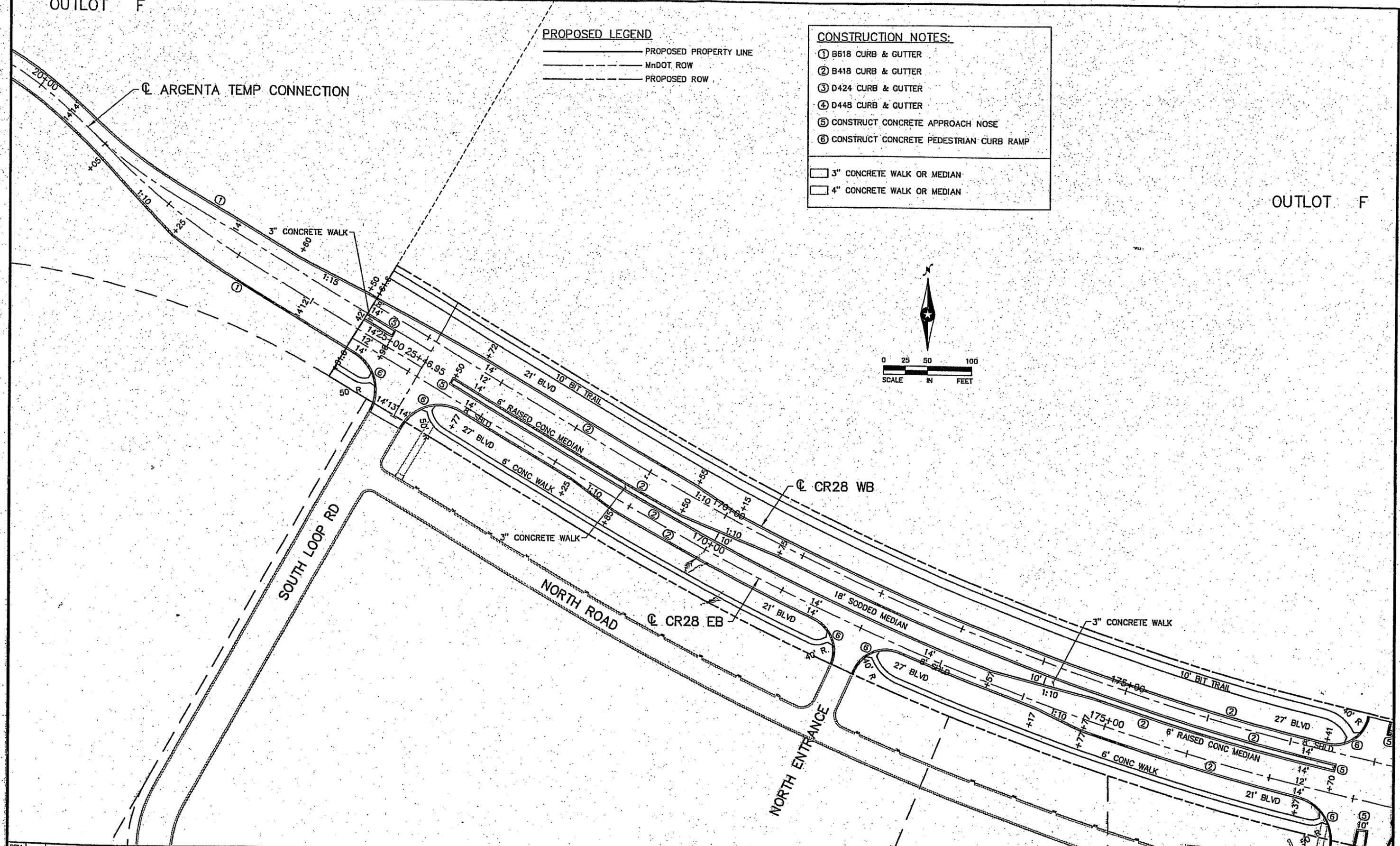
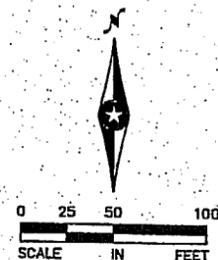
PROPOSED LEGEND

- PROPOSED PROPERTY LINE
- - - MnDOT ROW
- - - PROPOSED ROW

CONSTRUCTION NOTES:

- ① B618 CURB & GUTTER
- ② B418 CURB & GUTTER
- ③ D424 CURB & GUTTER
- ④ D448 CURB & GUTTER
- ⑤ CONSTRUCT CONCRETE APPROACH NOSE
- ⑥ CONSTRUCT CONCRETE PEDESTRIAN CURB RAMP

- 3" CONCRETE WALK OR MEDIAN
- 4" CONCRETE WALK OR MEDIAN



REV. NO.	BY	DATE	REVISIONS DESCRIPTION

DESIGN FILE: 31809970	DRAWN BY: JBB	DESIGNED BY: TJS
CHECKED BY: RAI	DATE: 12/03/2007	DRAWING NAME: CR28-CP02.dwg

URS

Thresher Square
700 Third Street South
Minneapolis, MN 55416
612.378.0100
612.378.1147

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

DATE: 12/03/2007 - MNN-UC-NO-

FINAL PLANNED UNIT DEVELOPMENT

ARGENTA HILLS
INVER GROVE HEIGHTS, MN

CONSTRUCTION PLAN

CITY PROJECT

COUNTY PROJECT

S.P. 178-113-01-178-010-04

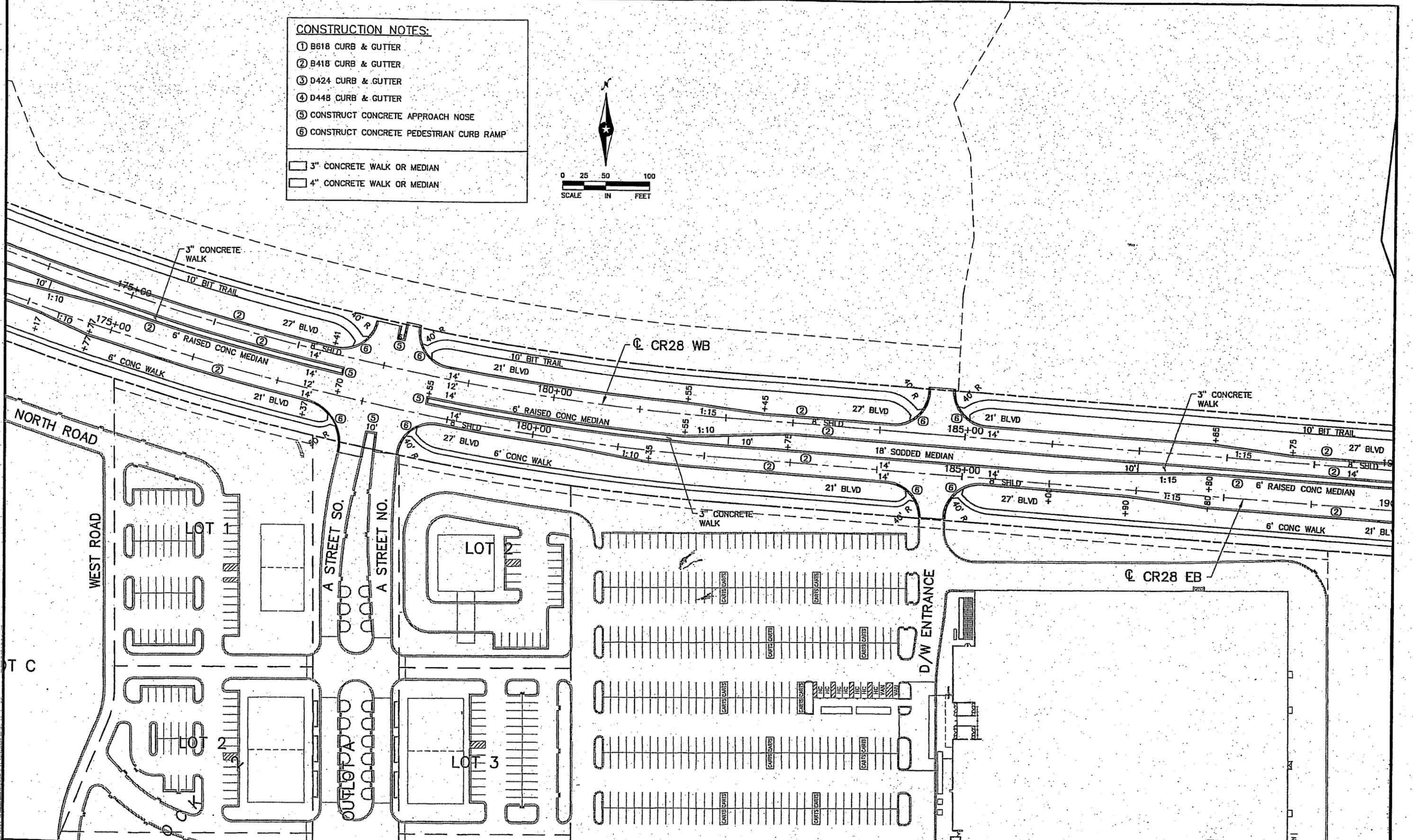
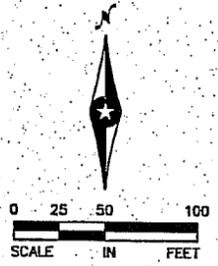
S.A.P.

SHEET NO.

C14.2

145

- CONSTRUCTION NOTES:**
- ① B618 CURB & GUTTER
 - ② B418 CURB & GUTTER
 - ③ D424 CURB & GUTTER
 - ④ D448 CURB & GUTTER
 - ⑤ CONSTRUCT CONCRETE APPROACH NOSE
 - ⑥ CONSTRUCT CONCRETE PEDESTRIAN CURB RAMP
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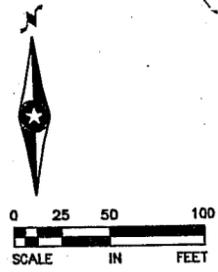
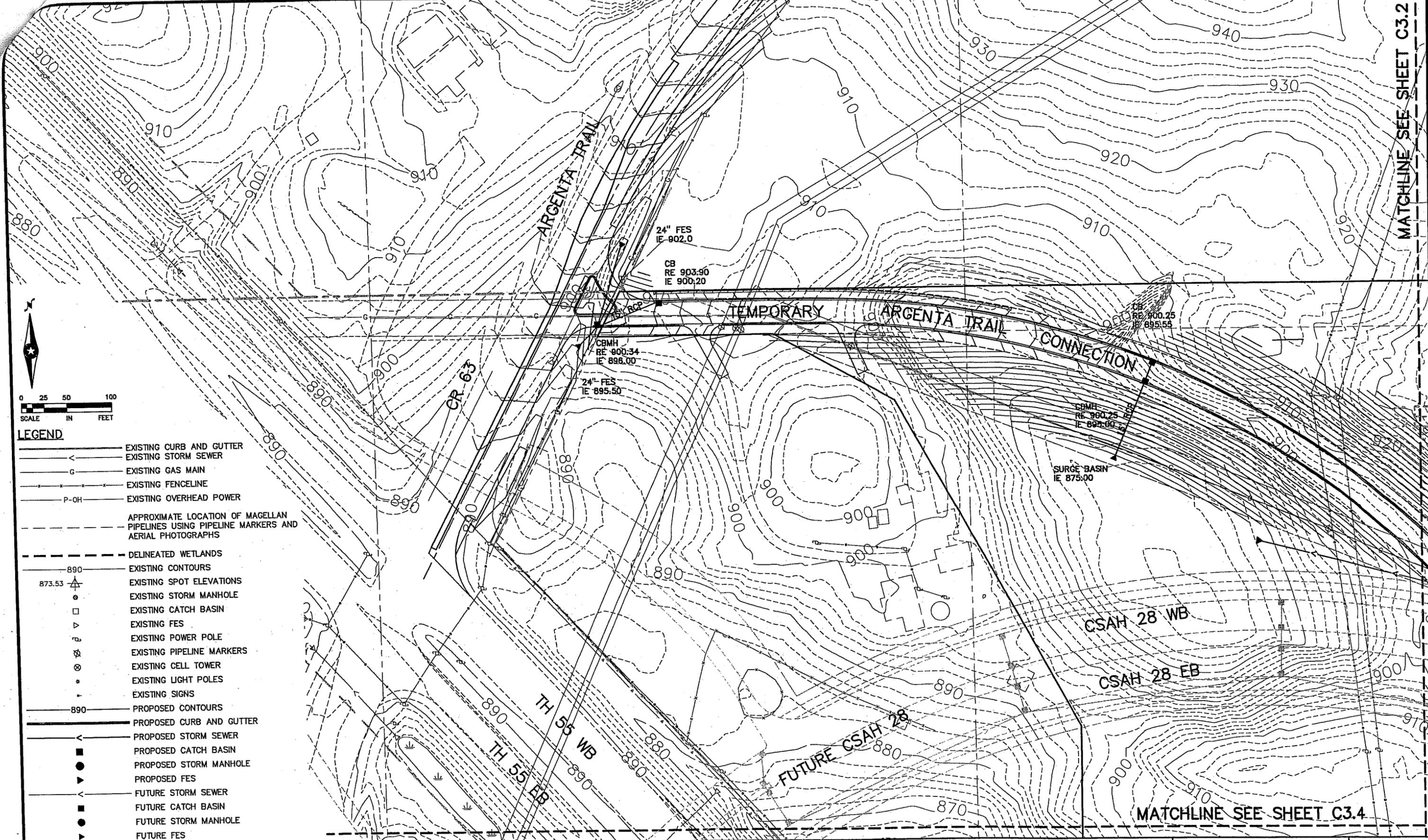
REV. NO.	BY	DATE	REVISIONS DESCRIPTION

DESIGN FILE: 31809970
 DRAWN BY: JBB
 CHECKED BY: RAT
 DATE: 12/03/2007
 DRAWING NAME: CR28-CP03.dwg

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A QUALIFIED LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.
 DATE: 12/03/2007 MIN. LIC. NO.

FINAL PLANNED UNIT DEVELOPMENT CITY PROJECT
 ARGENTA HILLS
 INVER GROVE HEIGHTS, MN
 COUNTY PROJECT
 S.P. 178-113-01, 178-010-04
 S.A.P.

SHEET NO. C14.3
 145



LEGEND

—	EXISTING CURB AND GUTTER
—	EXISTING STORM SEWER
—	EXISTING GAS MAIN
—	EXISTING FENCELINE
—	EXISTING OVERHEAD POWER
- - -	APPROXIMATE LOCATION OF MAGELLAN PIPELINES USING PIPELINE MARKERS AND AERIAL PHOTOGRAPHS
- - -	DELINEATED WETLANDS
890	EXISTING CONTOURS
873.53	EXISTING SPOT ELEVATIONS
○	EXISTING STORM MANHOLE
□	EXISTING CATCH BASIN
▽	EXISTING FES
⊕	EXISTING POWER POLE
⊗	EXISTING PIPELINE MARKERS
⊙	EXISTING CELL TOWER
*	EXISTING LIGHT POLES
+	EXISTING SIGNS
890	PROPOSED CONTOURS
—	PROPOSED CURB AND GUTTER
—	PROPOSED STORM SEWER
■	PROPOSED CATCH BASIN
●	PROPOSED STORM MANHOLE
▶	PROPOSED FES
—	FUTURE STORM SEWER
■	FUTURE CATCH BASIN
●	FUTURE STORM MANHOLE
▶	FUTURE FES

MATCHLINE SEE SHEET C3.4

REV. NO.	BY	DATE	REVISIONS DESCRIPTION

DESIGN FILE:
31809970

DRAWN BY:
RMC

DESIGN BY:
RMC

CHKD. BY:
TJL

DWG. NAME:
C3-GRAD.dwg

DATE:
06/25/2007



Thresher Square
700 Third Street South
Minneapolis, MN 55415
612.370.0700 Tel
612.370.1378 Fax

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

DATE: _____ MINN. LIC. NO. _____

PRELIMINARY DEVELOPMENT PLANS
ARGENTA HILLS
INVER GROVE HEIGHTS, MN
GRADING AND DRAINAGE PLAN

CITY PROJECT
COUNTY PROJECT
S.P.
S.A.P.

SHEET NO.
C3.1
108

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Resolution Accepting Bid and Awarding Contract to S. M. Hentges & Sons, Inc. for City Project No. 2007-15, Hilltop Elementary School – Safe Routes to School.

Meeting Date: February 11, 2008
 Item Type: Regular Agenda
 Contact: Scott Thureen, 651.450.2572
 Prepared by: Scott Thureen, City Engineer
 Reviewed by: N/A *SST*

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

PURPOSE/ACTION REQUESTED

Consider a resolution accepting bid and awarding contract to S. M. Hentges & Sons, Inc. for City Project No. 2007-15, Hilltop Elementary School – Safe Routes to School.

SUMMARY

On December 4, 2007, bids were received and opened for this project. Twelve bids were received. The lowest bidder was required to submit documentation to Mn/DOT to confirm their ability to meet federal contract requirements associated with the grant program. This information has been received and approved by Mn/DOT and a contract may now be awarded. I recommend approval of the resolution awarding the contract to the low bidder, S. M. Hentges & Sons, Inc., in the amount of \$112,613.50. The project is funded, on a reimbursable basis, by federal Safe Routes to School grant.

SDT/kf
 Attachments: Bid Minutes
 Resolution

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

Minutes of Bid Opening on Tuesday, December 4, 2007 at 10:00 a.m.

**CITY PROJECT NO. 2007-13
HILLTOP ELEMENTARY SCHOOL – SAFE ROUTES TO SCHOOL
S.P. 178-591-01 (Safe Routes to School)
Minnesota Project No. SRTS 1907 (115)**

Pursuant to an advertisement for bids for City Project No. 2007-13 – Hilltop Elementary School – Safe Routes to School Program, an administrative meeting was held on December 4, 2007 for the purpose of bid opening. Bids were opened and read aloud.

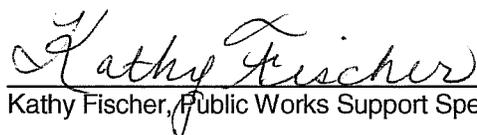
Attending the meeting were:

Scott Thureen, City Engineer
Steve Dodge, Asst. City Engineer
Kathy Fischer, Public Works Support Specialist
Joe Monett, Forest Lake Contracting
Jason Johnson, Total Construction & Equipment, Inc.
B. Mitchell, New Look Contracting
Mike McNamara, McNamara Contracting
Dale Buchne, McNamara Contracting
Amy Jo Gorg, Sunram Construction
Jamie Hintz, Fitol-Hintz Construction
Susan Lian, Morcon Construction
Keigh Sticha, Midwest Asphalt
Nate Hentges, S. M. Hentges & Sons, Inc.

Bids were opened and read aloud as follows:

BIDDER	5% BID BOND	ADD. 1	ADD. 2	BASE BID	BASE + ALTERNATE (DEDUCT)
S.M. Hentges & Sons, Inc.	Yes	Yes	Yes	\$138,523.30	\$112,613.50
New Look Contracting, Inc.	Yes	Yes	Yes	\$143,485.80	\$117,510.90
G.L. Contracting, Inc.	Yes	Yes	Yes	\$145,465.49	\$118,644.29
Dahn Construction Co., LLC	Yes	Yes	Yes	\$138,872.90	\$121,946.90
Friedges Contracting Co., LLC	Yes	Yes	Yes	\$154,658.95	\$129,074.65
Total Construction & Equipment, Inc.	Yes	Yes	Yes	\$156,656.40	\$130,616.40
Sunram Construction, Inc.	Yes	Yes	Yes	\$131,744.94	\$130,755.42
McNamara Contracting	Yes	Yes	Yes	\$149,153.45	\$132,058.19
Forest Lake Contracting, Inc.	Yes	Yes	Yes	\$159,326.00	\$133,416.20
Morcon Construction, Inc.	Yes	Yes	Yes	\$159,531.89	\$138,699.89
Midwest Asphalt	Yes	Yes	Yes	\$148,201.70	\$143,384.30
Fitol-Hintz Construction	Yes	Yes	Yes	\$172,393.00	\$145,702.00

Submitted by:



Kathy Fischer, Public Works Support Specialist

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

**RESOLUTION ACCEPTING BID AND AWARDING CONTRACT TO S. M. HENTGES & SONS, INC. FOR CITY
PROJECT NO. 2007-15, HILLTOP ELEMENTARY SCHOOL – SAFE ROUTES TO SCHOOL, IN THE AMOUNT
OF \$112,613.50**

RESOLUTION NO. _____

WHEREAS, pursuant to an advertisement for bids for City Project No. 2007-15, bids were received, opened, read aloud, and tabulated according to law. The following bids were received complying with the advertisement:

BIDDER	5% BID BOND	ADD. 1	ADD. 2	BASE BID	BASE + ALTERNATE (DEDUCT)
S.M. Hentges & Sons, Inc.	Yes	Yes	Yes	\$138,523.30	\$112,613.50
New Look Contracting, Inc.	Yes	Yes	Yes	\$143,485.80	\$117,510.90
G.L. Contracting, Inc.	Yes	Yes	Yes	\$145,465.49	\$118,644.29
Dahn Construction Co., LLC	Yes	Yes	Yes	\$138,872.90	\$121,946.90
Friedges Contracting Co., LLC	Yes	Yes	Yes	\$154,658.95	\$129,074.65
Total Construction & Equipment, Inc.	Yes	Yes	Yes	\$156,656.40	\$130,616.40
Sunram Construction, Inc.	Yes	Yes	Yes	\$131,744.94	\$130,755.42
McNamara Contracting	Yes	Yes	Yes	\$149,153.45	\$132,058.19
Forest Lake Contracting, Inc.	Yes	Yes	Yes	\$159,326.00	\$133,416.20
Morcon Construction, Inc.	Yes	Yes	Yes	\$159,531.89	\$138,699.89
Midwest Asphalt	Yes	Yes	Yes	\$148,201.70	\$143,384.30
Fitol-Hintz Construction	Yes	Yes	Yes	\$172,393.00	\$145,702.00

WHEREAS, S. M. Hentges & Sons, Inc. is the lowest responsible bidder.

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

- The Mayor and Clerk are hereby authorized and directed to enter into a contract with S. M. Hentges & Sons, Inc., in the name of the City of Inver Grove Heights, for City Project 2007-15, Hilltop Elementary School – Safe Routes to School, according to plans and specifications therefore approved by the Council and on file at the Office of the City Clerk.
- The City Clerk is hereby authorized and directed to return, forthwith, to all bidders, the deposits made with their bids except for the deposit of the successful bidder and the next lowest bidder shall be retained until the contract has been signed.
- City Project No. 2007-15 shall be funded from the Capital Improvement Revolving Fund until the reimbursement from the federal grant is received.

Adopted by the City Council of Inver Grove Heights this 11th day of February 2008.

AYES:

NAYS:

George Tourville, Mayor

ATTEST:

Melissa Rheame, Deputy Clerk

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Resolution Ordering Preparation of a Feasibility Report for the 2008 Improvement Program – Southern Sanitary Sewer, East Segment

Meeting Date: February 11, 2008
Item Type: Regular Agenda
Contact: Scott Thureen, 651.450.2572
Prepared by: Scott Thureen, City Engineer
Reviewed by: N/A *SDT*

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

PURPOSE/ACTION REQUESTED

Consider a resolution ordering preparation of a report for the 2008 Improvement Program – Southern Sanitary Sewer, East Segment, as petitioned.

SUMMARY

Public Works received a petition on February 1, 2008 requesting that the City prepare a study of the feasibility of extending trunk sanitary sewer to serve the properties located south of 111th Street East, on the east side of T.H. 52. The study will identify constructability and cost issues to be considered when deciding whether or not to order the improvement project. The study needs to be expedited because any construction would need to be coordinated with Mn/DOT's East Frontage Road project that will be constructed starting in late 2008/early 2009. Due to the short time available to coordinate with the Mn/DOT project, I am requesting authorization to use the firm of Kimley-Horn and Associates to prepare the study. This firm has been involved with the Southern Sanitary Sewer project, is familiar with the area, and can deliver a feasibility study in a short period of time.

I recommend approval of the resolution receiving the petition, ordering the feasibility study, and authorizing staff to request a proposal from Kimley-Horn and Associates for preparation of the study.

SDT/kf
Attachments: Resolution
Petition
Map

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

**RESOLUTION ORDERING PREPARATION OF A FEASIBILITY REPORT FOR THE 2008 IMPROVEMENT
PROGRAM – SOUTHERN SANITARY SEWER, EAST SEGMENT, AS PETITIONED TO THE CITY**

RESOLUTION NO. _____

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

2008-11 Southern Sanitary Sewer – East Segment

Install trunk sanitary sewer to serve properties located on the east side of T.H. 52, south of 111th Street East

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

1. That the proposed improvements be referred to the Public Works Director for study, and that he/she be instructed to report to the Council with all convenient speed, advising the Council, in a preliminary way, as to whether the proposed improvements are feasible and as to whether it would be best made, as proposed, or in connection with other improvements and the estimated cost of the improvement as recommended.
2. Staff is authorized to request a proposal from Kimley-Horn and Associates for preparation of the report.

Adopted by the City Council of Inver Grove Heights this 11th day of February 2008.

AYES:

NAYS:

George Tourville, Mayor

ATTEST:

Melissa Rheame, Deputy Clerk

January 31, 2008

City of Inver Grove Heights
8150 Barbara Avenue
Inver Grove Heights, MN 55077

Inver Grove Heights Mayor and City Council,

The following property owners would like to petition the City of Inver Grove Heights to study including the area east of Highway 52 labeled as (sanitary sewer benefiting area -truck stop) on the same schedule for construction of sewer serving the west side of 52, including Flint Hills Resources. We feel the bidding environment is right and this is the best possible time to complete the project.

Respectfully submitted,

Parcel #
62A John Jensen Kato. Inc

Bruce D Johnson

PARCEL 63

Land O Lakes Purina Feed LLC

January 31, 2008

City of Inver Grove Heights
8150 Barbara Avenue
Inver Grove Heights, MN 55077

Inver Grove Heights Mayor and City Council,

The following property owners would like to petition the City of Inver Grove Heights to study including the area east of Highway 52 labeled as (sanitary sewer benefiting area -truck stop) on the same schedule for construction of sewer serving the west side of 52, including Flint Hills Resources. We feel the bidding environment is right and this is the best possible time to complete the project.

Respectfully submitted,

Parcel # 62A *John Jensen* Kato, Inc

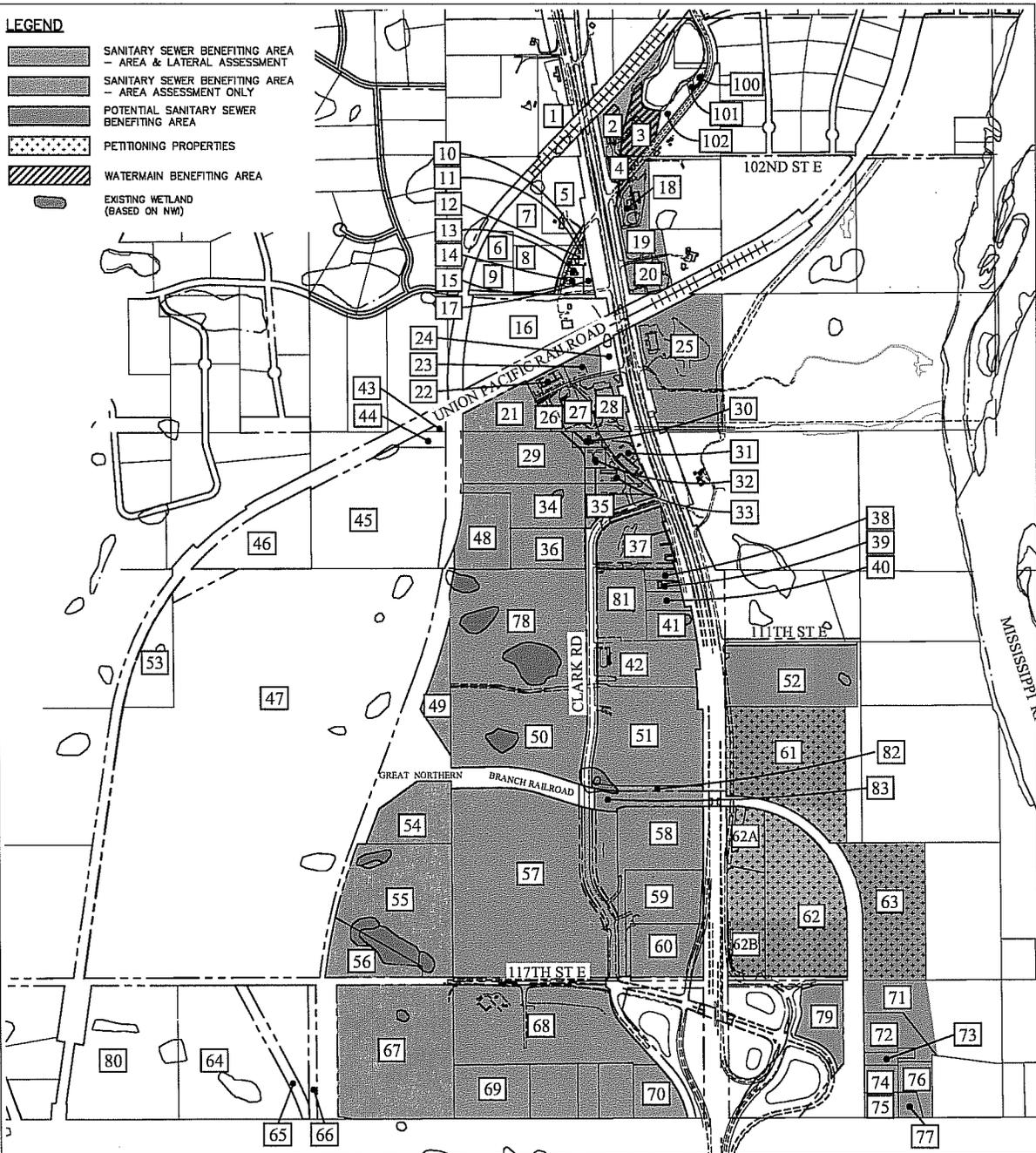
Parcel 62 *RHW* - Robert T. Loftus - Inver Grove Real Estate Holdings LLC
AUP c/o United Property Investment LLC

PARCEL 61 *Jeff Wertheimer* - SWIFT TRANSPORTATION

PARCEL 62B *Paul M Olson* OLSONS TRUCK STOP #2

LEGEND

-  SANITARY SEWER BENEFITING AREA - AREA & LATERAL ASSESSMENT
-  SANITARY SEWER BENEFITING AREA - AREA ASSESSMENT ONLY
-  POTENTIAL SANITARY SEWER BENEFITING AREA
-  PETITIONING PROPERTIES
-  WATERMAIN BENEFITING AREA
-  EXISTING WETLAND (BASED ON NWI)



PARCEL	OWNER	TOTAL ACRES	PARCEL	OWNER	TOTAL ACRES	PARCEL	OWNER	TOTAL ACRES
1	Inver Grove Storage LLC	5.54	30	Enterprise Products Operating LP	1.00	59	LJI Holdings LLC	7.34
2	William W. Krech	4.21	31	Enterprise Products Operating LP	2.35	60	Kane Real Estate Holdings LLC	8.01
3	Walter E. Krech	3.45	32	Enterprise Products Operating LP	0.90	61	Swift Transportation Co, Inc.	25.81
4	Wilfred W. Krech	1.32	33	Enterprise Products Operating LP	2.10	62	Inver Grove Real Estate Holdings	24.35
5	Kathleen M. Tate Van Schooten	6.31	34	Enterprise Products Operating LP	9.47	62A	Kato Inc.	4.07
6	Harold William Michie	1.95	35	Enterprise Products Operating LP	2.27	62B	Olson Truck Stop Inc	8.22
7	Marcus A. and Nikki D. Brown	5.39	36	SRW Properties LLC	6.45	63	Land O Lakes Farmhand Feed	19.58
8	Robert C. Malcolm	5.31	37	Rodger O. & Sherry A. Espeseth	8.11	64	Pab Enterprises of MN, Inc.	33.59
9	Harold William Michie	2.97	38	Kenneth G. and Shirley Pike	0.76	65	Flint Hills Resources LP	3.24
10	City of Inver Grove Heights	0.18	39	Kenneth G. and Shirley Pike	0.81	66	Pab Enterprises of MN, Inc.	2.22
11	Sunnyside SVCS LLC	0.14	40	Shirley L. Trste Pike	1.53	67	Mid-America Pipeline Co.	33.13
12	Sunnyside SVCS LLC	0.15	41	Allan C. and Sharon I. Sachwitz	3.00	68	Flint Hills Resources LP	39.49
13	David A. Milbo	0.53	42	Gaihey Realty & Investment Corp.	9.86	69	Lawrence L. Lernerz Jr.	6.83
14	David A. Milbo	0.30	43	Northern States Power Company	0.29	70	Flint Hills Resources LP	4.81
15	David A. Milbo	0.55	44	Enterprise Products Operating LP	1.26	71	Flint Hills Resources LP	17.54
16	John Henry Jeffries	17.78	45	Tom H. Trste Connolly	30.53	72	Flint Hills Resources LP	19.11
17	Sunnyside SVCS LLC	1.01	46	Tom H. Trste Connolly	11.88	73	Flint Hills Resources LP	1.29
18	Lewis H. and Karen Scherff	1.00	47	Pine Bend Landfill, Inc.	215.90	74	Flint Hills Resources LP	1.95
19	Lewis H. and Karen Scherff	5.71	48	Tom H. TRSTE Connolly	8.46	75	Flint Hills Resources LP	1.81
20	S & S Automotive Service Corp, Inc.	3.00	49	Pine Bend Landfill, Inc.	4.25	76	Flint Hills Resources LP	2.85
21	Zeiena Holdings LLC	6.03	50	Clark Road Properties LLC	24.04	77	Pab Enterprises of MN, Inc.	1.15
22	Hitching Post Real Estate LLC	1.68	51	Clark Road Properties LLC	22.13	78	Feetpark LCC	34.41
23	Wilfred W. and Mary C. Krech	1.82	52	I State Inver Grove Heights LLC	16.89	79	Flint Hills Resources LP	6.18
24	Dayton Holding, Inc.	1.13	53	Pine Bend Landfill, Inc.	7.44	80	Pab Enterprises of MN, Inc.	29.18
25	WVKM LLC	20.82	54	Northern States Power Company	9.08	81	Feetpark LCC	7.31
26	Zeiena Holdings LLC	1.01	55	Pine Bend Landfill, Inc.	25.18	82	Golney Realty & Investment Corp	1.22
27	Wilfred W. Krech	3.32	56	Pine Bend Landfill, Inc.	7.20	83	Great Northern Branch Railroad	3.82
28	CRS Management LLC	4.54	57	Northern States Power Company	63.98	100	Timothy J. and Marilyn Delean	0.30
29	Enterprise Products Operating LP	13.11	58	Praxair, Inc.	12.94	101	Timothy J. and Marilyn Delean	0.15
						102	Walter E. Krech	1.14

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PROPERTY OWNERSHIP/SANITARY SEWER BENEFITING PROPERTY MAP

SOUTHERN SANITARY SEWER SYSTEM IMPROVEMENTS

CITY PROJECT 2003-03

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

Kimley-Horn and Associates, Inc.

2550 UNIVERSITY AVE. WEST, SUITE 345N ST. PAUL, MINNESOTA 55114 TEL. NO. (651) 845-4187 FAX. NO. (651) 845-3116

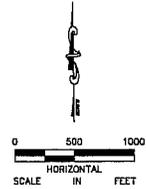


EXHIBIT 4A
(REVISED 2/7/08)

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Resolution Approving Individual Project Order No. 9 with Kimley-Horn and Associates, Inc. for City Project No. 2008-11 – Southern Sanitary Sewer, Eastern Segment

Meeting Date: February 11, 2008
 Item Type: Regular Agenda
 Contact: Scott Thureen, 651.450.2572
 Prepared by: Scott 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: Project Funds

PURPOSE/ACTION REQUESTED

Consider resolution approving Individual Project Order (IPO) No. 9 for City Project No. 2008-11, – Southern Sanitary Sewer, Eastern Segment.

SUMMARY

The City received a petition from five of the eight property owners in the area requesting that a feasibility study be completed for the extension of sanitary sewer to serve their properties. If the Council authorizes preparation of the study, I recommend approval of the attached IPO (No. 9) from Kimley-Horn at a cost of \$21,700. I recommend using Kimley-Horn because of their familiarity with the project area and needs as a result of their involvement in the Southern Sanitary Sewer project and the Ravine Storm Water Ponds/T.H. 52 East Frontage Road projects.

SDT/kf
 Attachment: Resolution

INDIVIDUAL PROJECT ORDER NUMBER 9 (NINE)

Describing a specific agreement between Kimley-Horn and Associates, Inc. (the Consultant), and the 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 – East Segment Feasibility Study
City Project 2008-11

General Category of Services: Feasibility Study

Specific Scope of Basic Services: Prepare a feasibility study to evaluate extension of sanitary sewer to serve properties in the southern portion of Inver Grove Heights east of Trunk Highway 52. See details in the attached Scope of Services (Exhibit A).

Additional Services if Required: None identified at this time.

Deliverables: Feasibility Study

Method of Compensation: To be billed on an Hourly (Cost Plus) basis as detailed in the attached Estimated Costs summary (Exhibit B).

Schedule: See attached Project Schedule (Exhibit C)

Special Terms of Compensation: None

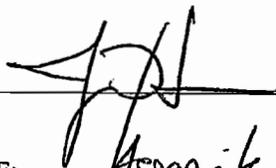
Other Special Terms of Individual Project Order: None

ACCEPTED:

CITY OF INVER GROVE HEIGHTS

KIMLEY-HORN AND ASSOCIATES, INC.

BY: _____

BY:  _____

TITLE: _____

TITLE: Associate

DATE: _____

DATE: 2/7/08

EXHIBIT A
SCOPE OF SERVICES

INDIVIDUAL PROJECT ORDER (IPO) NO.9
SOUTHERN SANITARY SEWER – EAST SEGMENT FEASIBILITY STUDY
CITY PROJECT 2008-11

The City of Inver Grove Heights is considering construction of gravity sanitary sewer to serve parcels on the east side of Trunk Highway (T.H.) 52 south of 111th Street East. The intent of this study is to determine if it is feasible to provide service to the parcels in this area, utilizing both the existing sanitary lift station at Pine Bend Elementary School constructed under City Project 2005-22 and the extension of the proposed sanitary sewer trunk to be constructed in summer 2008 as a part of the Southern Sanitary Sewer System Improvements Project, City Project 2003-03. Specific components for the preparation of the feasibility study are detailed in this IPO.

Prepare Feasibility Study

The feasibility study preparation will include the following:

A. Field Review

We will visit the project location and take pictures to evaluate the existing topography and features.

B. Evaluate Preliminary Engineering & Refine Design

Based on the site visit and input from affected property owners we will evaluate the preliminary engineering in order to refine the design of the sanitary sewer, including the alignment and profile.

C. Cost Estimates

We will then develop cost estimates for the proposed sanitary sewer infrastructure and associated permanent and temporary acquisition costs.

D. Financing

We will determine a proposed financing plan for the improvements. We will develop a preliminary assessment roll summarizing special assessments to benefiting property owners.

E. Development of Construction Phasing/Staging Options

We will evaluate various construction phasing/staging options accounting for necessary coordination with other projects in the area. This will include coordination with Mn/DOT and the schedule for the T.H. 52 East Frontage Road improvements.

F. Report Preparation

We will prepare the feasibility study and report detailing the results of the work tasks described above. We will provide the City with three (3) copies of the draft report and twelve (12) copies of the final version of the report. We will also provide the City with an electronic copy of the entire report, including appendix.

G. Project Management/Meetings

We will attend up to three (3) project meetings with City staff, two (2) meetings with property owners, one (1) meeting with Mn/DOT, one (1) council work session to present the feasibility study findings, and two (2) council meetings (acceptance of feasibility report and public hearing)

This IPO does not include any final design, easement acquisition, or construction related services for the project. A future IPO will be prepared for these services if requested by City staff.

EXHIBIT B
ESTIMATED COSTS

INDIVIDUAL PROJECT ORDER (IPO) NO.9
SOUTHERN SANITARY SEWER – EAST SEGMENT FEASIBILITY STUDY
CITY PROJECT 2008-11

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

Prepare Feasibility Study

<u>Work Task</u>	<u>Estimate Fee</u>
A. Field Review	\$ 1,000
B. Evaluate Preliminary Engineering & Refine Design	\$ 3,500
C. Cost Estimates	\$ 1,000
D. Financing	\$ 2,000
E. Development of Construction Phasing/Staging Options	\$ 1,500
F. Report Preparation	\$ 4,500
G. Project Management/Meetings	\$ 7,000
Subtotal Fees	\$20,500
<u>Reimbursable Expenses</u>	<u>\$ 1,200</u>
Total Estimated Fees and Expenses	\$21,700

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.

EXHIBIT C
SCHEDULE

INDIVIDUAL PROJECT ORDER (IPO) NO.9
SOUTHERN SANITARY SEWER – EAST SEGMENT FEASIBILITY STUDY
CITY PROJECT 2008-11

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

Begin Work	February 12, 2008
Present Feasibility Report to Council at Work Session	March 10, 2008
Council Accept Feasibility Report	March 10, 2008
Public Hearing	March 24, 2008

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

RESOLUTION APPROVING INDIVIDUAL PROJECT ORDER NO. 9 WITH KIMLEY-HORN AND ASSOCIATES, INC. FOR CITY PROJECT NO. 2008-11 – SOUTHERN SANITARY SEWER, EASTERN SEGMENT

RESOLUTION NO. _____

WHEREAS, City Council approved the preparation of a feasibility study for City Project No. 2008-11 – Southern Sanitary Sewer, Eastern Segment on February 11, 2008; and

WHEREAS, coordination with the Mn/DOT T.H. 52 East Frontage Road project requires a study to be expedited, and Kimley-Horn has extensive knowledge of the project area and needs; and

WHEREAS, Kimley-Horn and Associates, Inc. has submitted Individual Project Order (IPO) No. 9 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. 9 with Kimley-Horn and Associates, Inc. for the following work is hereby approved:

<u>Southern Sanitary Sewer, Eastern Segment – Feasibility Study</u>	
Feasibility Study	\$20,500
Reimbursable Expenses	<u>\$ 1,200</u>
Total	\$21,700

2. The City is authorized to enter into IPO No. 9 with Kimley-Horn and Associates, Inc.

Adopted by the City Council of Inver Grove Heights, MN this 11th day of February 2008.

AYES:

NAYS:

George Tourville, Mayor

ATTEST:

Melissa Rheame, Deputy Clerk