

INVER GROVE HEIGHTS CITY COUNCIL AGENDA
MONDAY, AUGUST 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 – July 28, 2008 Regular Council Meeting _____
 - B. Resolution Approving Disbursements for Period Ending August 6, 2008 _____
 - C. Pay Voucher No. 1 for City Project No. 2003–03, Southern Sanitary Sewer System Improvements _____
 - D. Change Order No. 1 & Pay Voucher No. 1 for City Project No. 2008–09B, Sealcoating _____
 - E. Change Order No. 1 & Pay Voucher No. 2 for City Project No. 2008–09D, South Grove Urban Street Reconstruction – Area 3 _____
 - F. Approve Limited Hunting of Canada Geese within the City _____
 - G. Approve Second Reading of Ordinance Amending City Code Sections 300.33 and 300.35, Vacation Leave & Personal Leave _____
 - H. Consider Contract for Import of Dirt and Grading at Heritage Village Park _____
 - I. Consider Contract for Consulting Services for Heritage Village Park Prairie Restoration Project _____
 - J. Consider Hiring Contractor for Grubbing and Treatment of Brush at Heritage Village Park funded by MN DNR Remediation Grant RM06–008 _____
 - K. Approve Request from Inver Grove Heights Days for Street Closure on Cahill Ave. _____
 - L. Approve Classification of Old UHF/VHF Handheld Radios as Surplus Property _____
 - M. Approve Purchase Agreement for Lindell Property _____
 - N. Resolution Approving Joint Powers Agreement (JPA) with Dakota County for Construction of a Segment of the Mississippi River Regional Trail (MRRT) _____
 - O. Resolution Approving Plans & Specifications and Authorizing Obtaining Quotes for City Project No. 2007–05, Northwest Area (NWA) Storm Sewer Emergency Overflows, Argenta Hills Regional Basin SP–17 _____

- P. Resolution Approving Raingarden Maintenance Agreement for City Project No.2008-09D Urban Street Reconstruction Project South Grove Area 3 _____
- Q. Resolution Approving Individual Project Order No. 8B with Kimley-Horn and Associates, Inc. for City Project No. 2008-09D - Urban Street Reconstruction South Grove Area 3 _____
- R. Resolution Authorizing Preparation of a Feasibility Study and Approving Professional Services Agreement with WSB & Associates, Inc. for Preparation of a Feasibility Study for City Project No. 2001-12, Concord Boulevard Improvements - Phase 3, 65th Street East to Linden Street (South St. Paul border) _____
- S. Resolution Appointing Election Judges for Primary Election on September 9th _____
- T. Request from Jersey's Bar & Grill to Extend Liquor License to Outdoor Fenced Area on Saturday, August 23rd from 12-3:30 p.m. _____
- U. 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:**

COMMUNITY DEVELOPMENT:

- A. **CASTAWAY MARINA;** Consider Resolution relating to a Conditional Use Permit Amendment to expand an existing parking area for property located at 6140 Doffing Avenue. _____
- B. **UNITED PROPERTIES;** Consider a Resolution relating to a Final Plat and Final PUD Development Plan for Phase 1 to be known as Inverpoint Business Park _____
- C. **BAUCH;** Consider a Resolution relating to a Variance for an accessory building to encroach within the front yard setback for property located at 8095 Cooper Ave. _____
- D. **CITY OF INVER GROVE HEIGHTS;** Consider the First Reading of an Ordinance Amendment to modify Section 515.30, Subd. 2 of the Zoning Ordinance relating to adding a definition of impervious surface in conjunction with amendment increasing maximum impervious surface coverage in the R-1A, R-1B and R-1C zoning districts _____
- E. **CITY OF INVER GROVE HEIGHTS;** Consider the first reading of an Ordinance Amendment to modify Section 515.80, Subd. 19 of the Zoning Ordinance relating to exterior building materials for all residential principle and accessory structures _____

PUBLIC WORKS:

- F. **CITY OF INVER GROVE HEIGHT;** Consider Resolution Adopting Revised Final Assessment Roll for City Project No.2007-09C, 2007 Mill and Overlay _____

ADMINISTRATION:

**G. CITY OF INVER GROVE HEIGHTS; Consider Owner's Representative Agreement for
Proposed Public Safety Addition & City Hall Remodel**

8. MAYOR AND COUNCIL COMMENTS

9. ADJOURN

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

CALL TO ORDER/ROLL CALL The City Council of Inver Grove Heights met in regular session on Monday, July 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, Parks & Recreation Director Carlson, and Deputy Clerk Rheume.

3. PRESENTATIONS: None.

4. CONSENT AGENDA:

Councilmember Klein removed item **4L, Approve Resolution Authorizing Execution of the Joint Traffic Safety Project Grant** from the Consent Agenda.

Mayor Tourville removed item **4M, Resolution Granting Extension to a Variance Approval for property located at 4080 Upper 61st Street** and item **4P, Schedule Public Hearing**, from the Consent Agenda.

- A. Minutes – July 14, 2008 Regular Council Meeting
- B. **Resolution 08-171** Approving Disbursements for Period Ending July 23, 2008
- C. Pay Voucher No. 3 for the VMCC Refrigeration Project
- D. Pay Voucher No. 2 for City Project No. 2003-15, Northwest Area Trunk Utility Improvements
- E. Change Order No. 2 and Final Pay Voucher No. 4 for City Project No. 2007-09C, Mill and Overlay
- F. Change Order No. 1 and Final Pay Voucher No. 2 for City Project No. 2008-09A, Joint and Cracksealing
- G. Pay Voucher No. 9 for City Project No. 2003-15A, Northwest Area Utility Improvements, Lift Station R-9.1
- H. Pay Voucher No. 5 for City Project No. 2006-04, Drilling of City Well No. 9
- I. Approve Purchase of Upgrade to VersaView Software
- J. Approve Purchase of Six Inch Pressure Reducing Station from Northwestern Power Equipment Company, Inc.
- K. Approve Joint Powers Agreement with the City of St. Paul for the Republican National Convention
- N. Approve Proposal for Land Surveying Services
- O. Authorize Purchase of Weather Warning Siren
- Q. Personnel Actions

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

Ayes: 5

Nays: 0 Motion carried.

- L. Resolution Authorizing Execution of the Joint Traffic Safety Project Grant

Councilmember Klein expressed his support for the program and commented that participation from a number of municipalities makes the program very effective.

Motion by Klein, seconded by Madden to approve Resolution No. 08-160 Authorizing Execution of the Joint Traffic Safety Project Grant

Ayes: 5

Nays: 0 Motion carried.

- M.** Resolution Granting Extension to a Variance Approval for property located at 4080 Upper 61st Street (Joseph Huisman)

Mr. Link corrected the date of extension in the resolution to July 28, 2009.

Motion by Madden, seconded by Klein to approve Resolution No. 08-166 Granting Extension to a Variance Approval for property located at 4080 Upper 61st Street with the change as noted.

Ayes: 5

Nays: 0 Motion carried.

- P.** Schedule Public Hearing

Mayor Tourville explained that the applicant withdrew his request and action on this item was no longer necessary.

5. PUBLIC COMMENT:

Bill Tronsen, 8850 Branson, expressed concerns regarding the volume of traffic and the safety on Broderick Boulevard and 80th Street. He suggested that a four-way stop be installed as a traffic control device.

Mayor Tourville responded that Mn/DOT would be installing traffic signals at both interchanges.

Mr. Thureen noted that both ramps are scheduled to have traffic signals installed in 2009.

6. PUBLIC HEARINGS:

- A. CITY OF INVER GROVE HEIGHTS;** Resolution Ordering the Project, Approving Plans & Specifications and Authorizing Advertisement for Bids for City Project No. 2008-09G, Cahill Avenue/Brooks Boulevard Mill and Overlay

Mr. Thureen explained this would be a mill and overlay on two segments of streets and showed a map with the locations. It is about 1 mile of streets and they are about 14 to 15 years old. He said they found the top 2 inch layer of bituminous to be not as dense as they thought. Mr. Thureen noted Cahill is on a state aid system. He explained what the project would include.

Mr. Thureen stated the project would be funded from the pavement management fund and an assessment to the benefiting properties. The estimated total cost of the project is just under \$410,000 and the total assessment would be about \$233,000. He noted if the streets are wider the city picks up the extra width of construction. The funding policy has listed two classes of property; single family residential and commercial, institutional, industrial and multi-family. He said there is only one single family residential. The foot rate is \$39.30. Mr. Thureen noted a neighborhood information meeting was held on July 10th.

Mr. Thureen said there was a letter from The Pines Homeowners Association. He reviewed how they select properties for assessments and said for single family residential it is if the driveway accesses the street being worked on. For the other properties the frontage along the street is looked at.

Mr. Thureen answered some of the questions in the letter. He said the first has to do with the feasibility report and the type of work to be done and the reason to replace the curb. He noted that the curb is just spot replacements. Another question was relating to installing pedestrian ramps now instead of at the time of the road construction and he explained that they are not installing new ones but making adjustments to the existing ones at a city cost. Mr. Thureen commented on the private streets and said they feel they shouldn't be assessed.

Charles Young, 8644 Callahan Trail, referred to the map and asked why certain properties aren't being assessed.

Mr. Thureen said they look at the front footage.

Mr. Young stated that they are redoing their street next year and they are paying for that.

Mr. Thureen stated the total assessment for the Pines is about \$23,141.00, which is about \$526 per unit.

Mr. Young stated that a lot of people use Cahill and it seems unfair that they have to pay for the improvement. He noted that he hopes that it is done better this time.

Mayor Tourville reiterated that because Cahill Avenue is a collector street, the City would pay for the additional width.

Linda Balder, 8764 Benson Way, said they are being assessed and they don't go on that part of Cahill. She talked about Cahill being repaired this spring. She said to wait at least another year or until it is in need of repair. She stated she doesn't agree with how the assessment is done. She commented on communication from the City and when the letter was received. She stated that the notice only listed parcel identification numbers and did not communicate the dollar amount of the assessment.

Jim Douglas, 8657 Callahan Trail, said he drafted a letter on behalf of the Pines. He commented on the assessment process and stated that the statute says the homeowner has to receive a special benefit in order to be assessed. He noted the value of the property must increase the same or more than the amount being assessed and asked if they can be shown how their property values are going to be increased by \$526. Mr. Douglas pointed out his home, which backs up on Cahill Avenue and referred to another property, which backs up on Cahill, and they are not being assessed. He asked that this be taken a look at along with the special benefit.

Mr. Kuntz explained the special assessment is measured by the increased value of the property being assessed. He stated this hearing addresses if the project is ordered and there will be a separate opportunity for the assessment hearing. Mr. Douglas said if the City Council approves the project then they have to come forward to start talking about the assessment and he is asking to look at this issue. Councilmember Klein said he thinks it would increase the property value.

Councilmember Klein asked how long it would be before a rebuilt.

Mr. Thureen said they could wait but the same situation will probably happen again in the spring.

Councilmember Madden pointed out that if it is put off there will probably be an increase in the costs. He said it would be wise to fix it right and do it now.

Councilmember Grannis commented on the economy and asked what the experience has been with bids.

Mr. Thureen said they have seen good prices because contractors didn't have as much work. He noted the majority of the costs are bituminous and those are high.

Councilmember Grannis asked about the five years to pay back.

Mr. Thureen said the term is up to the City Council.

Mayor Tourville referred to the South Grove construction and suggested that sheets be sent out in the future with the amounts and addresses.

Mayor Tourville commented on some of the cul-de-sacs and the only way to travel is to go on Cahill or Brooks and asked that those assessments be looked at to see if they show benefit.

Mr. Kuntz said the area parcel does not have to front on the abutting street being approved. He said if you can prove the benefit resulting from that it would be a valued assessment. Mr. Kuntz noted that with private roadways and the mix of public the general policy of the City is the property will be assessed for some public roadway. He said they will look at the distance and proximity, functionality of that roadway and the capacity.

Mayor Tourville commented on the people driving on Cahill having no other way to go and they are not being assessed. He said that Cahill will probably get a mill and overlay before some of the private streets and public streets in off of Cahill or Brooks.

Councilmember Piekarski Krech said the difference is they are putting in 70% and paying approximately 50% up front before they begin with assessments.

Mr. Thureen said what is proposed is assessing 57% of the estimated project. There would be 43% paid in from the pavement management fund.

Jim Loveland stated that he does not live in the area that is proposed to be assessed. He stated he is a registered professional engineer and commented on the road repair. He said he would like to see it done correctly. He talked about the sub soil preparation and asphalt cracking. He said he thinks there will be reflective cracking. He suggested that there be a total rebuild on the roads. He is asking to do it right or they will back reassessing the people.

Councilmember Klein asked about the soil borings.

Mr. Thureen stated the testing company said there wasn't any indication that there was an issue with the sub grade.

Mr. Loveland suggested contacting the contractor that did the work initially.

Mr. Thureen talked about having much better review now than previously.

Mr. Loveland asked how many boring where taken.

Mr. Thureen said he would have to go back and look but thought probably about 8 or 10.

Councilmember Madden asked what the estimated assessments were for a rebuild.

Mr. Thureen responded that it is usually 4 to 5 times the cost of mill and overlay.

Bill Tronsen, 8850 Branson Drive, said he had a letter from a neighbor that was unable to attend the meeting. He talked about a truth in taxation meeting where they discussed living on a private street and asked why they should be responsible for other people's streets when they have to take care of their private street. He said some associations have more than one entrance to their street. He stated they shouldn't be held accountable for other city streets. He said the practice done in the past isn't always the best.

Councilmember Piekarski Krech said the people choose to live on a private street.

Councilmember Grannis said the biggest problem is the peeling and cracking. He said there will still be reflective cracks with a mill and overlay and to fix that it would require a complete reconstruct.

Mr. Thureen said they can fill in the cracks. He stated a total reconstruct is not necessary at this point.

Mr. Loveland asked why the city hasn't filled in the cracks in the past. He noted the cracks will be back with a mill and overlay.

Mayor Tourville said the crack filling will never be eliminated.

Councilmember Madden said there is a concern about the cost from the people but thought that some more soil borings should be taken.

Doug Smart, 8615 Brinkley Lane, said the assessment should be spread out more to those getting the benefit.

Mayor Tourville talked about taking those 200 out and the rest pay for the assessment and reiterated they need to take a look at who benefits and who doesn't.

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

Ayes: 5

Nays: 0 Motion carried.

Councilmember Klein said he would like to see some more soil borings.

Councilmember Madden commented on it being more expensive if they wait until next year.

Councilmember Grannis asked if there is any reason to wait and do additional soil borings.

Mr. Thureen said they are confident in the soil borings that were done.

Councilmember Klein asked if different chemicals were used that may have caused this problem.

Mr. Thureen said they used salt instead of sand and also used magnesium chloride.

Councilmember Klein asked if cities are modifying the mixture for the upcoming year.

Mr. Thureen responded that he has not heard of anyone that is.

Mayor Tourville questioned the reconstruct schedule for College Trail and said there may be a benefit for a larger area.

Councilmember Piekarski Krech said her concern is if they delay this where would it come in and how long can it be put off if they don't do it now.

Mayor Tourville questioned the assessment policy and the number of mill and overlays and said they need to figure out a way when there are internal public streets when the only access is the street they are going to fix. He suggested taking a look at a larger area to see if there are other streets that need to be done. He said there also needs to be a discussion on policy. He said there could also be a hearing that looks at a reconstruct or a mill and overlay. He asked for more information on what was spent on patching.

Councilmember Klein said they could get the whole cost of all of Arbor Pointe and then assess it out.

Motion by Grannis, seconded by Madden to approve Resolution Ordering the Project, Approving Plans & Specifications and Authorizing Advertisement for Bids for City Project No. 2008-09G, Cahill Avenue/Brooks Boulevard Mill and Overlay

Ayes: 2 (Grannis, Madden)

Nays: 3 (Tourville, Klein, Piekarski Krech)

Motion failed.

B. CITY OF INVER GROVE HEIGHTS; Resolution Ordering City Project No. 2009-01, TH 3 and Amana Trail Intersection Improvements

Brett Weiss, talked about Trunk Highway 3 and the design of the roundabout. He pointed the area out on the map. He explained that this would be a two lane roundabout with two lanes in each direction. There will be concrete islands. He noted this is future County Road 28 and 80th Street will continue to be there until it is connected. There are also pathways that will connect back in to the shoulder.

Mayor Tourville asked about the pedestrian crossing.

Mr. Weiss said there will be good pedestrian crossing capability and a future underpass.

Mr. Carlson noted that they are meeting this week with regard to the crossing on the park and trail master plan.

Mr. Weiss showed the proposed assessment map. He stated the county and developer contribution is \$868,000 and the remainder City cost is \$29,000. The net portion being paid on the east side of Truck Highway 3 is \$600,000. He showed the existing and future 80th Street. He explained the trip generation being based on the future development. He said they estimated the property on the west side to levied property and on the east it is proposed to be assessed 100%. The remainder of the undeveloped property will be deferred. He reiterated the trip generation used estimates of what land value could be in the future.

Mayor Tourville stated the green acres program will apply.

Mr. Weiss showed the schedule and said the assessments would be payable in 2010.

Councilmember Grannis clarified that the purpose of the roundabout is to move traffic thru that area.

Mr. Weiss said yes, the roundabout is the safest intersection for this area. He said that 25% is based on land and the remainder 75% is based on trip generation.

Councilmember Grannis asked about the assessments being paid by the new business development.

Mr. Weiss said they agreed to pay \$700,000 towards the intersection and they moved the money around so there is not public money. He showed the feasibility report.

Mr. Kuntz clarified the assessment methodology and said the first assessment installment would be in 2010 and there would not be any adjustments once levied.

Mr. Weiss noted there is a notice from five property owners objecting.

Pat Whistle, 1462 80th Street East, asked to change the proposed assessment for the roundabout. He said almost all of his property is used for drainage. He said it needs to be fair.

Mayor Tourville noted this is not the assessment policy.

Mr. Link noted that they don't have any developer applications but do have someone who was very preliminary.

Councilmember Klein asked for more information on this.

Mr. Thureen said they looked at four different assessment methods. He noted they are at least a year a way from a potential assessment hearing.

Councilmember Piekarski Krech said the question is if they develop as commercial and what happens to those who don't develop. She said she will not vote for something that pushes people off their land.

Mr. Weiss said the county has said that they have something in place right now and this intersection sets the stage for allowing 80th Street to be reconstructed in the future. He noted they are hoping to get money from Mn/DOT.

Councilmember Piekarski Krech asked what happens if some of the people don't develop.

Mr. Wise said other cities have done developer's agreement.

Mayor Tourville noted that in the application they can say it is used to offset assessments.

Mr. Kuntz referred to the connection fees in the northwest area the land use basis used for the east side with the most up to date projection for that area. He explained that with unimproved property they can defer special assessments.

Councilmember Grannis asked about the state funding that was applied for.

Mr. Thureen said they received cooperative agreement funding for the extension of Cahill.

Councilmember Grannis questioned the \$6.48/acre assessment.

Mr. Weiss said they used a combined assessment.

Mr. Kuntz said there was a principal for assessing for the roundabout.

Motion by Klein, seconded by Madden to close the Public Hearing.

Ayes: 5

Nays: 0 Motion carried.

Councilmember Piekarski Krech commented on this being based on assessments and questioned if the assessments would be deferred or not do them until they build and asked what that does to the bonding ability.

Mr. Lynch said it shouldn't do anything to the bonds.

Councilmember Piekarski Krech asked if they order the project if it has to be financed now.

Mr. Weiss stated that it would not be because the state funding would be applied for and they should know the amount in January.

Mr. Kuntz explained this is being proposed as a 429 financed project therefore at least 20% of the project cost must be assessed. He stated there was no agreement that any state participation would reduce the

Argenta Hills contribution.

Mr. Weiss said a letter was sent to Mn/DOT telling them if they don't participate in this one they should pay more at 70th Street and they replied that they didn't have any more money for 70th Street but they would strongly support the City at 80th Street.

Councilmember Grannis said he is going to vote against it for the same reasons as the developer's agreement with capping the liability at the \$400,000.

Mayor Tourville reiterated they will use as much as they can to offset the assessments.

Motion by Klein, seconded by Madden to adopt Resolution No. 08-161 Ordering City Project No. 2009-01, TH 3 and Amana Trail Intersection Improvements

Ayes: 4

Nays: 1 (Grannis) Motion carried.

7. REGULAR AGENDA:

COMMUNITY DEVELOPMENT:

A. GRASS/NOTCH; Consider Resolution relating to an Easement Vacation to Vacate a Dedicated Public Trail Easement between 10887 and 10883 Andes Circle

Mr. Carlson said this was looked at in June and at that time the City Council asked staff to look at and work with the two property owners to come up with options. He said they came up with three different options for consideration. The first option would be to not construct the trail and vacate the easement, which is the preferred option. The second option is to not construct the trail and not vacate the easement. The last option is to construct a five foot concrete sidewalk and the cost estimate is \$40,000. Mr. Carlson talked about the privacy allowance. He said a survey was sent out and one question asked was if the neighborhood wanted to see the connection of the trail and 93 people responded yes and 16 responded no. The park and recreation commission reviewed this and are recommending option B.

Councilmember Piekarski Krech said she doesn't like to give up easements but also doesn't like an easement that anyone can access at any time. She asked if it could be turned into a utility easement.

Mr. Kuntz said the term of that easement does not include utilities. He noted in cooperation with the landowners you could release one in exchange for the other.

Willie Krech, 9574 Inver Grove Trail, Park and Recreation Commission, said they think there is plenty of room between Cliff Road. He said that permits shouldn't have been given to houses that end up close to easements.

Jeff Notch, 10883 Andes Circle, talked about it being a very private area and it has been undeveloped for ten years. He said it is too close to the houses. He said they would like the easement vacated, but would be fine with leaving it as it is.

Councilmember Grannis said he is in favor of Option C, which is what staff is recommending, along with 93 of the residents and he will vote against it.

Councilmember Madden pointed out that they would be saving \$40,000 with Option B.

Motion by Madden, seconded by Klein, to adopt Resolution No. 08-162 approving Option B.

Ayes: 5

Nays: 0 Motion carried.

B. A&W RESTAURANTS; Consider Resolution relating to a Preliminary and Final PUD Development Plan for a drive-in/drive through fast food restaurant located on Buchanan Trail in Arbor Point

Mr. Link explained that the request is for a drive-in/drive-thru and sit down restaurant. He stated that the proposal meets all City requirements and both Planning staff and the Planning Commission recommended approval of the request.

Motion by Klein, seconded by Madden, to approve Resolution No. 08-163 relating to a Preliminary and Final PUD Development Plan for a drive-in/drive through fast food restaurant located on Buchanan Trail in Arbor Point.

Ayes: 5

Nays: 0 Motion carried.

C. CITY OF INVER GROVE HEIGHTS; Consider the Second Reading of an Ordinance Amendment to modify Section 515.80, Subd. 8 of the Zoning Ordinance relating to maximum impervious surface coverage in the R-1A, R-1B and R-1C zoning districts

Mr. Link explained the City Council asked for more information and at the first hearing it was noted that more engineering and legal review were needed. He noted that there is a revised definition of impervious coverage. He stated that Engineering staff is performing an analysis of the impervious coverage. He stated that staff recommended tabling the item until the August 25th meeting or to approve the second reading and wait for the engineering analysis to be completed prior to the third reading.

Councilmember Grannis noted that engineering has been short staffed.

Motion by Klein, seconded by Madden, to approve the second reading of an Ordinance Amendment to modify Section 515.80, Subd. 8 of the Zoning Ordinance relating to a maximum impervious surface coverage in the R-1A, R-1B and R-1C zoning districts.

Ayes: 5

Nays: 0 Motion carried.

D. CHARLES CUDD CO.; Resolution relating to a Variance to exceed the impervious surface requirements to construct a house & driveway for the property located at 11662 Azure Lane

Mr. Link explained that the current ordinance allows a maximum impervious coverage of 4,000 square feet. He stated that the applicant is requesting a variance to exceed that amount up to 4,744 square feet. He added that both Planning staff and the Planning Commission did not find a hardship for the request and recommended denial. He noted this was reviewed against the existing ordinance.

Charles Cudd asked that the item be tabled until the ordinance is reviewed.

Motion by Madden, seconded by Klein, to table consideration of a Resolution relating to a Variance to exceed the impervious surface requirements to construct a house & driveway for the property located at 11662 Azure Lane to August 25, 2008.

Ayes: 5

Nays: 0 Motion carried.

PUBLIC WORKS:

E. CITY OF INVER GROVE HEIGHTS; Consider Resolution Receiving Feasibility Study, Ordering Project, Approving Plans & Specifications and Authorizing Advertisement for Bids for City Project No. 2008-13, Courthouse Boulevard Court Street Improvements

Mr. Thureen noted that an updated resolution was distributed to the Council prior to the meeting.

Brett Weiss, WSB & Associates, Inc. explained that the project consists of: intersection improvements at Barnes Avenue and Courthouse Boulevard Court deemed necessary for safe movements by semi-trucks, a mill and overlay of Courthouse Boulevard Court from Barnes Avenue, east to its terminus, a southbound right turn lane from Barnes Avenue to Courthouse Boulevard Court, and three right turn lanes on Courthouse Boulevard Court at the entrances to the development. He stated that the west side improvements to the intersection are estimated to cost \$115,000 and the east side improvements are estimated at \$108,000. He stated that the right turn lane from Barnes Avenue to Courthouse Boulevard Court is estimated at \$45,360 and the three right turn lanes into the development would cost approximately \$141,050. He noted that the mill & overlay of the entire length of Courthouse Boulevard Court is estimated at \$267,790. He stated that last portion involves reconstruction of two segments of

Courthouse Boulevard Court and noted that the City would be responsible for raising of the road at an approximate cost of \$90,000. He reviewed the project schedule and explained that the developer will waive their right to a public hearing and their right to appeal assessments for the intersection geometric improvements up to an amount of \$100,000 and for the street improvements up to an amount of \$200,000. He added that construction would begin on September 22nd.

Motion by Klein, seconded by Piekarski Krech, to approve Resolution No. 08-164 Receiving Feasibility Study, Ordering Project, Approving Plans & Specifications and Authorizing Advertisement for Bids for City Project No. 2008-13, Courthouse Boulevard Court Street Improvements.

Ayes: 5

Nays: 0 Motion carried.

F. CITY OF INVER GROVE HEIGHTS; Consider Resolution Ordering Project, Approving Plans & Specifications and Authorizing Advertisement for Bids for City Project No. 2008-10, TH 52 East Frontage Road, Ravine Storm Water Ponds

Mr. Thureen explained that as part of the TH 52 East Frontage Road, the City agreed to be the lead agency to construct a portion of the storm water treatment and ponding facilities for the project. He stated that this was done so that storm water ponds could be located and designed to alleviate a long-standing severe erosion and sedimentation problem. He noted that the State has agreed to contribute \$502,000 towards the project and the balance of \$350,000 would be funded from the Closed Bond Fund.

Motion by Klein, seconded by Grannis, to approve Resolution No. 08-165 Ordering the Project, Approving Plans & Specifications and Authorizing Advertisement for Bids for City Project No. 2008-10, TH 52 East Frontage Road, Ravine Storm Water Ponds

Ayes: 5

Nays: 0 Motion carried.

G. CITY OF INVER GROVE HEIGHTS; Consider First Reading of an Ordinance Amending City Code Section 300.33 and 300.35, Vacation Leave and Personal Leave

Ms. Teppen explained that during union negotiations two changes regarding vacation and personal leave were agreed to. She stated that the first change was to compress the vacation accrual schedule and the second was an increase in the amount of personal leave an employee can designate for deposit to their Health Care Savings Plan. She explained that bargaining agreements have been approved with those changes and the City Code now needs to be amended for the Non-Union group of employees. She noted that all benefited employees receive the same level of benefits.

Councilmember Piekarski Krech asked if employees receive both sick leave and personal leave.

Ms. Teppen responded that employees accrue vacation leave and personal leave each pay period. She noted that the Police officers still earn sick leave.

Councilmember Grannis questioned how the City's vacation and personal leave accrual schedule compares to that of other cities.

Ms. Teppen responded that this adjustment would make the City comparable to others.

Motion by Klein, seconded by Madden, to approve the First Reading of an Ordinance Amending City Code Sections 300.33 and 300.35, Vacation Leave and Personal Leave

Ayes: 5

Nays: 0 Motion carried.

H. CITY OF INVER GROVE HEIGHTS; Consider Approval of the 2008 Non-Union Compensation Plan

Ms. Teppen stated that this plan is for City employees that are not covered by a collective bargaining unit. She explained that the Council adopted a compensation and classification plan in 2007 that set forth market comparables. She noted that market adjustments were made during union negotiations for some

of the position classifications and adjustments are also necessary for a number of positions in the Non-Union group in order to complete the implementation of the Compensation and Classification Plan. She stated that a 3% increase across the board is proposed in addition to the market adjustments for some benchmark classifications. She added that it is also recommended that the Non-Union group receive the same health insurance benefits as the union employees.

Ms. Teppen explained that the 3% increase was accounted for in the 2008 budget. She stated that the market adjustments and the increases to the contributions to health insurance were not accounted for in the 2008 budget. She suggested that staff return to both a work session and regular meeting in September or October to determine from where to fund the amounts over and above what was budgeted for the union and non-union settlements. She noted that staff would account for the increases during preparation of the 2009 budget.

Councilmember Madden asked for an estimate of the total amount of the increases.

Ms. Teppen responded that the total was approximately \$25,000 to \$30,000. She clarified that the 3% increase was included in the 2008 budget.

Councilmember Piekarski Krech asked for a list of the market adjustments by position.

Ms. Teppen stated that the rationale for the adjustments was based on the market comparisons.

Councilmember Piekarski Krech stated that she would also like to know how much each adjustment was and where the funds will be taken from.

Councilmember Klein questioned how the 2008 budget was looking at this point in the year.

Ms. Lanoue responded that she is currently working on the second quarter financial statement and will have a better idea where things are at in terms of the budget once that has been completed.

Councilmember Madden asked if this could wait until they get more information.

Councilmember Grannis noted that the Council did receive information on this when the Compensation and Classification plan was adopted.

Motion by Grannis, seconded by Madden, to approve the 2008 Non-Union Compensation Plan

Ayes: 5

Nays: 0 Motion carried.

I. CITY OF INVER GROVE HEIGHTS; Consider Authorizing Recruitment and Selection for Manager of Arena and Building Maintenance Operations

Ms. Teppen stated that this item was discussed in great detail during the Council Study Session. She noted that the revised job description was included in the packet.

Motion by Klein, seconded by Grannis, to authorize the Recruitment and Selection for Manager of Arena and Building Maintenance Operations

Ayes: 5

Nays: 0 Motion carried.

8. MAYOR AND COUNCIL COMMENTS:

Councilmember Madden reminded everyone that National Night Out was scheduled for August 5th.

Lieutenant Jerry Salmey gave a brief overview of National Night Out and noted that the Public Safety Department had 48 locations scheduled for visits.

9. ADJOURN: Motion by Grannis, seconded by Piekarski Krech to adjourn. The meeting adjourned by unanimous vote at 11:40 p.m.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Meeting Date: August 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 July 24, 2008 to August 6, 2008.

SUMMARY

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

General & Special Reveune	\$119,511.56
Debt Service & Capital Projects	1,489,597.11
Enterprise & Internal Service	85,992.39
Escrows	<u>36,482.57</u>
Grand Total for All Funds	<u><u>\$1,731,583.63</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 July 24, 2008 to August 6, 2008, and the listing of disbursements requested for approval.

DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. _____

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

WHEREAS, a list of disbursements for the period ending August 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	\$ 119,511.56
Debt Service & Capital Projects	1,489,597.11
Enterprise & Internal Service	85,992.39
Escrows	<u>36,482.57</u>
 Grand Total for All Funds	 <u>\$ 1,731,583.63</u>

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

Ayes:

Nays:

George Tourville, Mayor

ATTEST:

Melissa Rheaume, Deputy City Clerk

City of Inver Grove Heights
 CHECK REGISTER BY FUND

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
07/28/2008	89518	PIZZA HUT	food - city of inver grve	101-1000-413.50-75		7/2008 * Total	89.77 89.77
07/29/2008	89520	US POSTMASTER - IGH	city of inver grove hgts	101-4000-421.50-35		7/2008 * Total	126.00 126.00
07/30/2008	89523	ACE PAINT & HARDWARE	acct 1126	101-4200-423.60-40		7/2008	26.61
			acct 1126	101-4200-423.60-40		7/2008	40.46
			acct 1126	101-4200-423.60-65		7/2008	5.10
			acct 1126	101-4200-423.60-65		7/2008	12.33
			acct 1126	101-6000-451.60-16		7/2008	5.31
			acct 1126	101-6000-451.60-16		7/2008	6.78
			acct 1126	101-4000-421.60-65		7/2008 * Total	22.95 119.54
07/30/2008	89527	AFSCME COUNCIL 5	city of inver grove	101-0000-203.10-00		7/2008 * Total	881.56 881.56
07/30/2008	89532	ARROWOOD RESORT & CONF	william schroepfer	101-2000-415.50-75		7/2008 * Total	325.89 325.89
07/30/2008	89533	BARS MECHANICAL, INC.	city of inver grove	101-4200-423.30-70		7/2008 * Total	105.00 105.00
07/30/2008	89534	BITUMINOUS ROADWAYS, IN	acct 35265	101-5200-443.60-16		7/2008 * Total	644.69 644.69
07/30/2008	89536	CAMMISULI, ANTHONY	replacement cost- pd lost	101-4000-421.50-20		7/2008 * Total	307.43 307.43
07/30/2008	89546	DAKOTA COMMUNICATIONS C	city of inver grove	101-4000-421.70-30		7/2008	18,595.00
			city of inver grove	101-4200-423.70-50		7/2008	9,297.00
						* Total	27,892.00
07/30/2008	89548	DAKOTA CTY PROPERTY REC	city of inver grove hgts	101-1100-413.50-25		7/2008 * Total	782.00 782.00
07/30/2008	89549	DAKOTA CTY TECH COLLEGE	inver grove hgts pd	101-4000-421.50-80		7/2008 * Total	630.00 630.00
07/30/2008	89550	EARL F ANDERSEN INC	acct 4094	101-6000-451.60-16		7/2008	193.34
			acct 4094	101-6000-451.60-65		7/2008	1,810.50
						* Total	2,003.84
07/30/2008	89553	F.I.R.E.	inver grove hgts fd	101-4200-423.30-70		7/2008 * Total	360.00 360.00
07/30/2008	89556	GERTENS	acct 103566	101-6000-451.60-40		7/2008	76.66
			acct 103566	101-6000-451.40-25		7/2008	16.00
			acct 103566	101-6000-451.40-25		7/2008	7.50
			acct 103566	101-6000-451.60-16		7/2008	103.84
			acct 103566	101-6000-451.40-25		7/2008 * Total	16.00 220.00

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
07/30/2008	89564	IUOE	inver grove hqts	101-0000-203.10-00		7/2008 * Total	1,385.83 1,385.83
07/30/2008	89568	JRK SEED & TURF SUPPLY	inver grove hqts	101-6000-451.60-16		7/2008 * Total	199.84 199.84
07/30/2008	89569	JTD INC SPORTS TURF SPE	inver grove hqts	101-6000-451.60-16		7/2008 * Total	1,444.99 1,444.99
07/30/2008	89570	JUCKEL LANWCARE & SNOW	city of inver grove	101-3300-419.30-70		7/2008 * Total	340.80 340.80
07/30/2008	89576	LELS	inver grove hqts	101-0000-203.10-00		7/2008 * Total	1,170.00 1,170.00
07/30/2008	89577	LELS SERGEANTS	inver grove hqts	101-0000-203.10-00		7/2008 * Total	210.00 210.00
07/30/2008	89579	LOCAL GOVERNMENT INFORM	cust 106325	101-4000-421.70-30		7/2008 7/2008	3,670.00 127.80
07/30/2008	89580	LYNCH, JOE	lunch - fire	101-1100-413.50-75		7/2008 * Total	28.30 28.30
07/30/2008	89586	MENARDS - WEST ST. PAUL	cust 30170270	101-6000-451.60-66		7/2008 7/2008	8.88 87.78
07/30/2008	89590	MINNEAPOLIS OXYGEN CO.	cust 113505	101-4200-423.40-42		7/2008 * Total	96.75 96.75
07/30/2008	89591	MN DEPT OF NATURAL RESO	city of inver grove hqts	101-6000-451.50-70		7/2008 * Total	150.00 150.00
07/30/2008	89592	MN GFOA	attende;bill schroepfer	101-2000-415.50-80		7/2008 * Total	225.00 225.00
07/30/2008	89593	MN GLOVE & SAFETY, INC.	acct ctinvp	101-6000-451.60-45		7/2008 7/2008	19.35 107.91
07/30/2008	89596	MN LIFE INSURANCE CO	policy 0027324	101-0000-203.09-00		7/2008 7/2008	1,687.29 71.80
			policy 0027324	101-1100-413.20-62		7/2008	84.85
			policy 0027324	101-2000-415.20-62		7/2008	26.83
			policy 0027324	101-3000-419.20-62		7/2008	37.20
			policy 0027324	101-3200-419.20-62		7/2008	65.32
			policy 0027324	101-3300-419.20-62		7/2008	454.70
			policy 0027324	101-4000-421.20-62		7/2008	34.98
			policy 0027324	101-4200-423.20-62		7/2008	17.80
			policy 0027324	101-5000-441.20-62		7/2008	90.64
			policy 0027324	101-5100-442.20-62		7/2008	

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
07/30/2008	89596	MN LIFE INSURANCE CO	policy 0027324	101-5200-443.20-62		7/2008	72.92
			policy 0027324	101-6000-451.20-62		7/2008	84.46
					*	Total	2,728.79
07/30/2008	89601	NATURE CALLS, INC.	inver grove hgts pk & rec	101-6000-451.40-65		7/2008	181.35
					*	Total	181.35
07/30/2008	89602	NEXTEL COMMUNICATIONS	acct 249383315	101-5000-441.50-20		7/2008	63.02
			acct 249383315	101-5200-443.50-20		7/2008	203.38
					*	Total	266.40
07/30/2008	89605	NEXTEL COMMUNICATIONS	cust 2666183728	101-4200-423.50-20		7/2008	740.55
					*	Total	740.55
07/30/2008	89606	NEXTEL COMMUNICATIONS	acct 487383319	101-6000-451.50-20		7/2008	365.94
					*	Total	365.94
07/30/2008	89613	POSITIVE PROMOTIONS INC	cust 0093126300	101-4000-421.60-18		7/2008	363.00
					*	Total	363.00
07/30/2008	89615	QUALITY BRUSH & STUMP R	city of inver grove hgts	101-5200-443.40-46		7/2008	1,600.00
					*	Total	1,600.00
07/30/2008	89616	QWEST	acct 6515520672	101-6000-451.50-20		7/2008	41.02
					*	Total	41.02
07/30/2008	89617	QWEST	acct 6514530219	101-6000-451.50-20		7/2008	41.02
					*	Total	41.02
07/30/2008	89620	SAM'S CLUB	cust 7715090061172300	101-3300-419.30-70		7/2008	112.64
					*	Total	112.64
07/30/2008	89621	SAM'S CLUB	cust 7715090401334891	101-4200-423.60-11		7/2008	20.54
			cust 7715090401334891	101-4200-423.60-65		7/2008	93.26
					*	Total	113.80
07/30/2008	89623	SCHADEGG, JEFFREY	distance measuring meter	101-4200-423.60-65		7/2008	279.50
					*	Total	279.50
07/30/2008	89624	SIMON'S APPLIANCE	cust 612471445	101-4200-423.40-40		7/2008	489.98
					*	Total	489.98
07/30/2008	89626	SPRINT	acct 166309819	101-4000-421.50-20		7/2008	375.30
					*	Total	375.30
07/30/2008	89627	ST. ONGE, NEAL	candy for parade	101-4200-423.50-75		7/2008	19.09
					*	Total	19.09
07/30/2008	89628	STATE FIRE MARSHAL DIVI	city of inver grove fd	101-4200-423.60-65		7/2008	50.00
					*	Total	50.00
07/30/2008	89630	TDS METROCOM	acct 6515540132	101-4000-421.50-20		7/2008	129.52
			acct 6515540132	101-4200-423.50-20		7/2008	182.94

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
07/30/2008	89630	TDS METROCOM	acct 6515540132	101-6000-451.50-20		7/2008 * Total	44.06 356.52
07/30/2008	89631	TEPPEN, JENELLE	ice/pop for council study	101-1100-413.50-75		7/2008 * Total	17.76 17.76
07/30/2008	89634	TRI-COUNTY LAW ENFORCEM	inver grove hgts pd	101-4000-421.50-70		7/2008 * Total	50.00 50.00
07/30/2008	89635	TRUCK UTILITIES, INC.	acct 000154	101-6000-451.60-40		7/2008 * Total	2,811.60 2,811.60
07/30/2008	89636	UNITED WAY	city of inver grove	101-0000-203.13-00		7/2008 * Total	181.00 181.00
07/30/2008	89639	USA MOBILITY WIRELESS I	acct 61192662	101-4000-421.50-20		7/2008 * Total	14.51 14.51
07/30/2008	89641	VIKING PAINTS, INC.	cust cig50	101-6000-451.60-16		7/2008 * Total	644.33 644.33
07/30/2008	89643	WAL-MART BUSINESS	acct 6032202530257113	101-4000-421.60-65		7/2008 * Total	94.36 94.36
07/30/2008	89646	XCEL ENERGY	acct 5160255967	101-5400-445.40-20		7/2008 * Total	37.41 37.41
07/30/2008	89647	XCEL ENERGY	acct 5147791673 acct 5147791673	101-6000-451.40-10 101-6000-451.40-20		7/2008 7/2008 * Total	109.40 461.32 570.72
07/30/2008	89648	XCEL ENERGY	acct 5170946691	101-5400-445.40-20		7/2008 * Total	37.85 37.85
07/30/2008	89649	XCEL ENERGY	acct 5183943582	101-5400-445.40-20		7/2008 * Total	36.14 36.14
08/04/2008	89653	MPWA	attende; steve dodge	101-5100-442.50-80		8/2008 * Total	55.00 55.00
08/06/2008	89659	AMERICAN SECURITY EDUCA	inver grove hgts pd	101-4000-421.60-06		8/2008 * Total	241.89 241.89
08/06/2008	89660	ANCOM COMMUNICATIONS, I	cust 809	101-4200-423.40-42		8/2008 * Total	12.50 12.50
08/06/2008	89667	BONESTROO, ROSENE, ANDE	inver grove hgts inver grove hgts	101-5100-442.30-30 101-5100-442.30-70		8/2008 8/2008 * Total	280.00 330.75 610.75
08/06/2008	89668	BRAVO, ANDREW	city of inver grove	101-3300-419.30-70		8/2008 * Total	103.89 103.89

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
08/06/2008	89669	BRINKMAN, AMY	employment ad	101-1100-413.50-25		8/2008 * Total	200.00 200.00
08/06/2008	89678	CONTINENTAL SAFETY EQUI	cust 534	101-5100-442.60-40		8/2008 * Total	154.39 154.39
08/06/2008	89679	COORDINATED BUSINESS SY	cust 4502512	101-4000-421.40-44		8/2008 * Total	195.17 195.17
08/06/2008	89684	DAKOTA CTY PROPERTY REC	inver grove hghts inver grove hghts inver grove hghts	101-4000-421.30-70 101-4200-423.30-70 101-5100-442.30-70		8/2008 8/2008 8/2008 * Total	8.08 7.52 161.52 177.12
08/06/2008	89685	DAKOTA CTY TREASURER-AU	acct 5070 acct 5070	101-4000-421.70-30 101-4200-423.70-50		8/2008 8/2008 * Total	1,131.50 1,063.61 2,195.11
08/06/2008	89687	DIAMOND MOWERS INC	city of inver grove	101-5200-443.40-50		8/2008 * Total	5,325.00 5,325.00
08/06/2008	89688	DODGE, STEVE	apwa conference expenses	101-5100-442.50-80		8/2008 * Total	1,063.30 1,063.30
08/06/2008	89690	EMMONS & OLLIVIER RESOUR	inver grove hghts inver grove hghts inver grove hghts inver grove hghts	101-5100-442.30-30 101-5100-442.30-30 101-5100-442.30-30 101-5100-442.30-30		8/2008 8/2008 8/2008 8/2008 * Total	7,694.73 811.00 839.35 794.03 10,139.11
08/06/2008	89693	FEDEX KINKO'S	acct 9980016701	101-5100-442.50-30		8/2008 * Total	154.21 154.21
08/06/2008	89695	G & K SERVICES	cust 7494701 cust 7494701	101-5200-443.60-45 101-6000-451.60-45		8/2008 8/2008 * Total	92.05 58.53 150.58
08/06/2008	89696	GALLS INC	cust 1931021	101-4000-421.60-65		8/2008 * Total	26.48 26.48
08/06/2008	89699	GLASSING FLORIST	cust 8258	101-5200-443.60-16		8/2008 * Total	64.00 64.00
08/06/2008	89705	GS DIRECT, INC.	city of inver grove	101-5100-442.60-07		8/2008 * Total	153.26 153.26
08/06/2008	89710	IMAGINIT TECHNOLOGIES	city of inver grove	101-5100-442.50-80		8/2008 * Total	1,250.00 1,250.00
08/06/2008	89711	INVER GROVE FORD	acct 112594917	101-4000-421.70-30		8/2008 * Total	266.88 266.88
08/06/2008	89715	KIMBALL MIDWEST	cust 222006	101-5200-443.60-16		8/2008 * Total	380.48 380.48

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
08/06/2008	89720	LILLIE SUBURBAN NEWSPAP	acct 1363	101-3200-419.50-25		* Total	380.48
			acct 1363	101-3200-419.50-25		8/2008	9.93
			acct 1363	101-3200-419.50-25		8/2008	11.59
			acct 1363	101-1000-413.50-25		8/2008	35.26
			acct 1363	101-1000-413.50-25		8/2008	19.86
			acct 1363	101-1000-413.50-25		8/2008	6.62
			acct 1363	101-3200-419.50-25		8/2008	36.41
						* Total	119.67
08/06/2008	89723	LONE OAK GRAPHICS INC	acct 8150	101-3000-419.50-30		8/2008	39.27
						* Total	39.27
08/06/2008	89727	MN DEPT OF REVENUE	hazardous fee street dept	101-5200-443.60-16		8/2008	216.00
						* Total	216.00
08/06/2008	89729	MN NCPERS LIFE INSURANC	city of inver grove hgts	101-0000-203.16-00		8/2008	336.00
						* Total	336.00
08/06/2008	89732	NEXTEL COMMUNICATIONS	acct 634573312	101-3300-419.50-20		8/2008	363.53
						* Total	363.53
08/06/2008	89733	NEXTEL COMMUNICATIONS	acct 573073317	101-1100-413.50-20		8/2008	201.60
						* Total	201.60
08/06/2008	89750	SAM'S CLUB	acct7715090061845624	101-5200-443.60-16		8/2008	188.64
						* Total	188.64
08/06/2008	89752	SOLBERG AGGREGATE CO	city of inver grove	101-5200-443.60-16		8/2008	455.66
						* Total	455.66
08/06/2008	89756	STREET FLEET	acct 17498	101-5100-442.30-30		8/2008	36.11
						* Total	36.11
08/06/2008	89757	STREICHER'S	cust 285	101-4000-421.60-18		8/2008	407.88
						* Total	407.88
08/06/2008	89758	T MOBILE	acct 494910368	101-5100-442.50-20		8/2008	99.98
						* Total	99.98
08/06/2008	89760	TERRI KENISON	city of inver grove	101-4200-423.40-40		8/2008	905.25
						* Total	905.25
08/06/2008	89761	TIMBERLINE TREE SERVICE	city of inver grove	101-3300-419.30-70		8/2008	1,544.25
						* Total	1,544.25
08/06/2008	89762	TOTAL CONSTRUCTION & EQ	city of inver grove	101-5400-445.40-42		8/2008	132.60
						* Total	132.60
08/06/2008	89765	ULTRA-CHEM, INC.	cust v3709a	101-5200-443.60-16		8/2008	267.03
			cust v3709a	101-6000-451.60-11		8/2008	267.04
						* Total	534.07

City of Inver Grove Heights
CHECK REGISTER BY FUND

Prepared: 08/06/2008, 12:12:17
Program: GM179L
Bank: 00 City of Inver Grove Heights

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
08/06/2008	89766	UNITED PARCEL SERVICE	cust v4650v	101-5200-443.60-16		8/2008 * Total	141.27 141.27
08/06/2008	89768	USA MOBILITY WIRELESS I	acct 03174935	101-5000-441.50-20		8/2008 * Total	7.55 7.55
08/06/2008	89769	VERIZON WIRELESS	acct 580565481	101-5100-442.50-20		8/2008 * Total	599.18 599.18
08/06/2008	89773	WSB & ASSOCIATES, INC.	city of inver grove hgts	101-5100-442.30-30		8/2008	3,159.00
			city of inver grove hgts	101-5000-441.30-30		8/2008	2,872.00
			city of inver grove hgts	101-5100-442.30-30		8/2008 * Total	1,458.00 7,489.00
08/06/2008	89683	DAKOTA CITY ABSTRACT & T	over pmt on assessment	349-0000-370.60-00	** Fund Total	8/2008 * Total	93,158.60 3.23 3.23
08/06/2008	89673	CDW GOVERNMENT INC	cust 2394832	401-4000-421.80-61	1 Checks ** Fund Total	8/2008 * Total	3.23 185.11 185.11
07/30/2008	89644	WEBBER RECREATIONAL DES	city of inver grove	402-6000-451.60-40	1 Checks ** Fund Total	7/2008 * Total	185.11 2,311.05 2,311.05
07/30/2008	89551	EHLERS AND ASSOCIATES,	city of inver grove hgts	405-9000-570.30-70	1 Checks ** Fund Total	7/2008 * Total	2,311.05 124.25 124.25
08/06/2008	89664	BARR ENGINEERING COMPAN	inver grove hgts	408-5900-708.30-30	1 Checks ** Fund Total	8/2008 * Total	124.25 2,739.06 2,739.06
08/06/2008	89773	WSB & ASSOCIATES, INC.	city of inver grove hgts	421-5912-721.30-30	1 Checks ** Fund Total	8/2008 * Total	2,739.06 871.00 150.00 1,021.00
07/24/2008	89515	DAKOTA CITY DIST. COURT	trees	423-5903-723.80-10	0303 * Total	7/2008 * Total	1,021.00 36,000.00 36,000.00
07/30/2008	89589	METRO LEGAL SERVICES IN	cust levigim	423-5903-723.80-10	0303 * Total	7/2008 * Total	1,002.00 1,002.00

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CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
08/06/2008	89682	DAHN CONSTRUCTION	south sanitary sewer	423-5903-723.80-30	0303	8/2008 * Total	155,959.82 155,959.82
08/06/2008	89692	EVERGREEN LAND SERVICES	inver grove hgts	423-5903-723.80-10	0303	8/2008	1,599.00
			inver grove hgts	423-5903-723.80-10	0303	8/2008	2,079.20
			inver grove hgts	423-5903-723.80-10	0303	8/2008	1,178.00
						* Total	4,856.20
08/06/2008	89716	KIMLEY-HORN & ASSOCIATE	inver grove hgts	423-5903-723.30-30	0303	8/2008 * Total	9,961.39 9,961.39
					** Fund Total		207,779.41
08/06/2008	89667	BONESTROO, ROSENE, ANDE	inver grove hgts	426-5904-726.30-30	0604	8/2008	3,389.00
			inver grove hgts	426-5904-726.30-30	0604	8/2008	1,559.83
						* Total	4,948.83
					** Fund Total		4,948.83
08/06/2008	89664	BARR ENGINEERING COMPAN	inver grove hgts	427-5917-727.30-34	0717	8/2008 * Total	270.00 270.00
07/30/2008	89572	KENNEDY & GRAVEN	city of inver grove hgts	428-5918-728.30-44	0818	7/2008 * Total	796.50 796.50
08/06/2008	89664	BARR ENGINEERING COMPAN	inver grove hgts	428-5910-728.30-34	0810	8/2008 * Total	4,138.25 4,138.25
08/06/2008	89716	KIMLEY-HORN & ASSOCIATE	inver grove hgts	428-5910-728.30-30	0810	8/2008	13,253.30
			inver grove hgts	428-5911-728.30-30	0811	8/2008	13,419.48
						* Total	26,712.78
08/06/2008	89754	STEVENS ENGINEERS INC	city of igh	428-5906-728.30-30	0806	8/2008 * Total	889.41 889.41
					** Fund Total		32,536.94
08/06/2008	89773	WSB & ASSOCIATES, INC.	city of inver grove hgts	429-5901-729.30-30	0901	8/2008	1,338.00
			city of inver grove hgts	429-5901-729.30-30	0901	8/2008	8,870.00
						* Total	10,208.00
					** Fund Total		10,208.00
07/30/2008	89575	LAKEBRIDGE ASSOCIATION	temporary easement	440-5900-740.80-10	0809D	7/2008 * Total	1,900.00 1,900.00
08/06/2008	89662	ARCON CONSTRUCTION CO I	south grove - area 3	440-5900-740.80-30	0809D	8/2008 * Total	785,998.98 785,998.98
08/06/2008	89693	FEDEX KINKO'S	acct 9980016701	440-5900-740.50-30	0709C	8/2008	223.65
			acct 9980016701	440-5900-740.50-30	0709D	8/2008	223.65

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08/06/2008	89700	GORMAN SURVEYING, INC	city of inver grove city of inver grove	440-5900-740.30-32 440-5900-740.30-32	0809D 0809D	8/2008 8/2008 * Total	2,767.54 4,151.31 6,918.85
08/06/2008	89716	KIMLEY-HORN & ASSOCIATE	inver grove hgts	440-5900-740.30-30	0809D	8/2008 * Total	3,454.09 3,454.09
08/06/2008	89720	LILLIE SUBURBAN NEWSPAP	acct 1363 acct 1363	440-5900-740.50-25 440-5900-740.50-25	0809H 0809C	8/2008 8/2008 * Total	29.79 521.33 551.12
08/06/2008	89736	PEARSON BROTHERS, INC.	sealcoating	440-5900-740.40-46	0809B	8/2008 * Total	141,536.70 141,536.70
08/06/2008	89773	WSB & ASSOCIATES, INC.	city of inver grove hgts	440-5900-740.30-30	0809D	8/2008 * Total	672.00 672.00
08/06/2008	89773	WSB & ASSOCIATES, INC.	city of inver grove hgts city of inver grove hgts	441-5900-741.30-30 441-5900-741.30-30	0512 0512	8/2008 8/2008 * Total	8,848.00 2,178.00 11,026.00
07/30/2008	89556	GERTENS	acct 103566 acct 103566 acct 103566 acct 103566 acct 103566	443-5900-743.60-16 443-5900-743.60-16 443-5900-743.60-16 443-5900-743.60-16 443-5900-743.60-16	** Fund Total	7/2008 7/2008 7/2008 7/2008 7/2008 * Total	287.07 382.76 95.69 287.07 191.38 1,243.97
07/30/2008	89561	HEINEN, RICHARD	payment of duties as comm	446-5915-746.30-70	0315	** Fund Total 7/2008 * Total	1,243.97 262.53 262.53
07/30/2008	89571	KALLIN, TERRY	payment of duties as comm	446-5915-746.30-70	0315	7/2008 * Total	283.33 283.33
07/30/2008	89572	KENNEDY & GRAVEN	inver grove hgts	446-5915-746.30-44	0315	7/2008 * Total	3,734.87 3,734.87
07/30/2008	89599	MOOSBRUGGER, LLOYD	payment of duties as comm	446-5915-746.30-70	0315	7/2008 * Total	273.74 273.74
08/06/2008	89666	BOLTON & MENK, INC.	inver grove hgts	446-5915-746.30-30	0315A	8/2008 * Total	46,620.08 46,620.08
08/06/2008	89714	KENNEDY & GRAVEN	cust levander gillen	446-5915-746.30-44	0315	8/2008 * Total	615.00 615.00

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08/06/2008	89742	PROFESSIONAL SERVICE IN	cust 1010761	446-5915-746.80-10	0315	8/2008 * Total	6,447.50 6,447.50
7 Checks ** Fund Total							58,237.05
07/30/2008	89551	EHLERS AND ASSOCIATES,	city of inver grove hgts	452-9000-570.30-70		7/2008 * Total	124.25 124.25
07/30/2008	89551	EHLERS AND ASSOCIATES,	city of inver grove hgts	453-9000-570.30-70		7/2008 * Total	124.25 124.25
08/06/2008	89665	BLACKBERRY POINTE APART	city of inver grove	453-9000-570.90-10		8/2008	109,092.18
			city of inver grove	453-9000-570.90-10		8/2008	106,143.49
1 Checks ** Fund Total							215,235.67
2 Checks ** Fund Total							215,359.92
07/30/2008	89522	ABSOLUTE TRAILER SALES	city of inver grove hgts	501-7100-512.60-16		7/2008 * Total	213.50 213.50
07/30/2008	89556	GERTENS	acct 103566	501-7100-512.60-16		7/2008 * Total	9.00 9.00
07/30/2008	89557	GRAINGER	acct 806460150	501-7100-512.40-40		7/2008 * Total	60.09 60.09
07/30/2008	89559	HAWKINS, INC.	acct 108816	501-7100-512.60-19		7/2008 * Total	113.54 113.54
07/30/2008	89565	JB CONTROLS, INC.	inver grove hgts	501-7100-512.30-70		7/2008 * Total	359.55 359.55
07/30/2008	89583	MAXIMUM GRAPHICS	cust 2173	501-7100-512.50-32		7/2008 * Total	987.26 987.26
07/30/2008	89587	METAL SUPERMARKETS	inver grove hgts	501-7100-512.40-40		7/2008 * Total	88.79 88.79
07/30/2008	89593	MN GLOVE & SAFETY, INC.	cust ctinvp	501-7100-512.60-45		7/2008	233.69
			cust ctinvp	501-7100-512.60-65		7/2008	639.70
* Total							873.39
07/30/2008	89596	MN LIFE INSURANCE CO	policy 0027324	501-7100-512.20-62		7/2008 * Total	50.87 50.87
07/30/2008	89597	MN PIPE & EQUIPMENT	cust 2195	501-7100-512.60-16		7/2008 * Total	131.15 131.15
07/30/2008	89604	NEXTEL COMMUNICATIONS	cust 842483314	501-7100-512.50-20		7/2008 * Total	582.80 582.80

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07/30/2008	89611	POLLARD INC, JOSEPH G	cust b000819	501-7100-512.60-40		7/2008 * Total	319.89 319.89
07/30/2008	89619	S & S SPECIALIST	cust inv006	501-7100-512.60-16		7/2008 * Total	255.60 255.60
07/30/2008	89630	TDS METROCOM	acct 6515540132	501-7100-512.50-20		7/2008 * Total	266.55 266.55
08/06/2008	89656	ACE PAINT & HARDWARE	acct 1126	501-7100-512.60-16		8/2008 8/2008 * Total	5.95 8.48 14.43
08/06/2008	89661	ARAGORN INDUSTRIES INC	city of inver grove	501-7100-512.30-70		8/2008 * Total	210.00 210.00
08/06/2008	89695	G & K SERVICES	cust 7494701	501-7100-512.60-45		8/2008 * Total	25.77 25.77
08/06/2008	89763	TOTAL TOOL	cut 2589	501-7100-512.60-40		8/2008 * Total	158.27 158.27
08/06/2008	89774	XCEL ENERGY	cust 5160987097	501-7100-512.40-10		8/2008 8/2008 * Total	21.66 220.39 242.05
07/30/2008	89596	MN LIFE INSURANCE CO	policy 0027324	502-7200-514.20-62	** Fund Total	7/2008 * Total	4,962.50 32.74 32.74
08/06/2008	89695	G & K SERVICES	cust 7494701	502-7200-514.60-45		8/2008 * Total	11.04 11.04
08/06/2008	89725	MAXIMUM GRAPHICS	cust 2173	502-7200-514.50-30		8/2008 * Total	1,384.50 1,384.50
07/30/2008	89523	ACE PAINT & HARDWARE	acct 1126	503-8500-526.40-40	3 Checks	7/2008 7/2008 * Total	1,428.28 100.79 47.36 148.15
07/30/2008	89528	ALTERNATOR REBUILD	inver wood golf course	503-8600-527.40-42	** Fund Total	7/2008 * Total	122.22 122.22
07/30/2008	89531	ARCTIC GLACIER, INC.	acct 1726134	503-8300-524.60-65		7/2008 7/2008 7/2008 * Total	129.64 65.32 105.52 33.16 333.64
07/30/2008	89540	COCA COLA BOTTLING COMP	outlet 3079049	503-8300-524.76-10		7/2008	463.16

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07/30/2008	89540	COCA COLA BOTTLING COMP	outlet 3079049 outlet 3079049	503-8300-524.76-10 503-8300-524.76-10		7/2008 7/2008 * Total	846.34 75.00- 1,234.50
07/30/2008	89541	COLLEGE CITY BEVERAGE	cust 3592 cust 3592	503-8300-524.76-15 503-8300-524.76-15		7/2008 7/2008 * Total	269.10 554.75 823.85
07/30/2008	89555	G & K SERVICES	acct 0157401 grove hgts	503-8600-527.60-45		7/2008 * Total	50.78 50.78
07/30/2008	89558	GRANDMA'S BAKERY	cust 24400 cust 24400 cust 24400 cust 24400 cust 24400 cust 24400 cust 24400	503-8300-524.76-05 503-8300-524.76-05 503-8300-524.76-05 503-8300-524.76-05 503-8300-524.76-05 503-8300-524.76-05 503-8300-524.76-05		7/2008 7/2008 7/2008 7/2008 7/2008 7/2008 7/2008 * Total	66.26 66.25 63.48 66.25 20.24 66.24 63.47 412.19
07/30/2008	89560	HEGGIES PIZZA	cust 1009660	503-8300-524.76-05		7/2008 * Total	140.10 140.10
07/30/2008	89563	HORNUNG'S GOLF PRODUCTS	cust 210618 cust 210618	503-8200-523.76-40 503-8400-525.40-41		7/2008 7/2008 * Total	74.98 107.53 182.51
07/30/2008	89566	JJ TAYLOR DIST. COMPANY	cust 834	503-8300-524.76-15		7/2008 * Total	197.35 197.35
07/30/2008	89578	LESCO CREDIT SERVICES	acct 6044062000142989 acct 6044062000142989	503-8600-527.60-20 503-8600-527.60-35		7/2008 7/2008 * Total	445.73 988.47 1,434.20
07/30/2008	89581	M. AMUNDSON LLP	cust 902858	503-8300-524.76-05		7/2008 * Total	160.02 160.02
07/30/2008	89585	MC MURCHIE, AL	severe weather warn horns	503-8000-521.60-65		7/2008 * Total	61.83 61.83
07/30/2008	89588	METRO CASH REGISTER SYS	inverwood golf course	503-8300-524.60-65		7/2008 * Total	1,393.18 1,393.18
07/30/2008	89596	MN LIFE INSURANCE CO	policy 0027324 policy 0027324 policy 0027324	503-8000-521.20-62 503-8500-526.20-62 503-8600-527.20-62		7/2008 7/2008 7/2008 * Total	10.18 23.13 38.68 71.99
07/30/2008	89607	NIKE USA, INC.	cust 917240843	503-8200-523.76-20		7/2008 * Total	122.32 122.32
07/30/2008	89614	PRECISION TURF & CHEMIC	cust inve01 cust inve01	503-8600-527.60-30 503-8600-527.60-35		7/2008 7/2008	4,332.17 1,521.19

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07/30/2008	89632	TITLEIST	acct 836312430621771243	503-8200-523.76-45		* Total	5,853.36
07/30/2008	89633	TOLL GAS & WELDING SUPP	acct c1376	503-8600-527.40-42		* Total	635.74
07/30/2008	89637	US FOODSERVICE	acct 223000	503-8300-524.76-05		* Total	24.91
			acct 223000	503-8300-524.60-65		* Total	24.91
			acct 223000	503-8300-524.76-05		* Total	27.00
						* Total	311.21
						* Total	807.47
						* Total	1,091.68
07/30/2008	89640	VERIZON WIRELESS	acct 48056891300001	503-8500-526.50-20		* Total	8.37
07/30/2008	89650	XCEL ENERGY	acct 5158775110	503-8600-527.40-10		* Total	23.19
07/30/2008	89651	XCEL ENERGY	acct 5158775121	503-8600-527.40-20		* Total	23.19
08/06/2008	89656	ACE PAINT & HARDWARE	acct 1126	503-8600-527.60-08		* Total	3,387.26
08/06/2008	89658	ALTERNATOR REBUILD	inverwood golf	503-8600-527.40-42		* Total	3,387.26
08/06/2008	89663	ARCTIC GLACIER, INC.	cust 1726134	503-8300-524.60-65		* Total	36.20
			acct 1726134	503-8300-524.60-65		* Total	122.22
			acct 1726134	503-8300-524.60-65		* Total	122.22
			acct 1726134	503-8300-524.60-65		* Total	126.96
						* Total	65.32
						* Total	57.28
						* Total	105.52
						* Total	355.08
08/06/2008	89676	COCA COLA BOTTLING COMP	acct 3079049	503-8300-524.76-10		* Total	654.21
08/06/2008	89677	COLLEGE CITY BEVERAGE	cust 3592	503-8300-524.76-15		* Total	654.21
08/06/2008	89680	COVERALL OF THE TWIN CI	cust 2469	503-8500-526.40-40		* Total	542.55
08/06/2008	89681	CUSHMAN MOTOR COMPANY I	acct 138822	503-8400-525.40-41		* Total	542.55
			acct 138822	503-8600-527.40-42		* Total	1,120.88
						* Total	1,120.88
08/06/2008	89695	G & K SERVICES	acct 0157401	503-8600-527.60-45		* Total	281.30
08/06/2008	89697	GARY'S PEST CONTROL	inverwood golf course	503-8500-526.40-40		* Total	606.76
						* Total	888.06
						* Total	56.04
						* Total	56.04
						* Total	64.05
						* Total	64.05

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08/06/2008	89698	GERTENS	acct 100464	503-8600-527.60-20		8/2008 * Total	76.11 76.11
08/06/2008	89703	GRANDMA'S BAKERY	acct 24400	503-8300-524.76-05		8/2008	66.24
			acct 24400	503-8300-524.76-05		8/2008	66.24
			acct 24400	503-8300-524.76-05		8/2008	66.24
			acct 24400	503-8300-524.76-05		8/2008	66.24
			acct 24400	503-8300-524.76-05		8/2008	60.68
			acct 24400	503-8300-524.76-05		8/2008	20.24
			acct 24400	503-8300-524.76-05		8/2008	66.24
			cust 24400	503-8300-524.76-05		8/2008	55.92
			cust 24400	503-8300-524.76-05		8/2008	66.24
			cust 24400	503-8300-524.76-05		8/2008	66.24
			cust 24400	503-8300-524.76-05		8/2008	66.24
						* Total	666.76
08/06/2008	89706	HANCO CORPORATION	acct 332801	503-8600-527.60-14		8/2008 * Total	11.12 11.12
08/06/2008	89712	JJ TAYLOR DIST. COMPANY	acct 834	503-8300-524.76-15		8/2008 * Total	182.40 182.40
08/06/2008	89715	KIMBALL MIDWEST	acct 222007	503-8600-527.60-20		8/2008 * Total	22.11 22.11
08/06/2008	89724	M. AMUNDSON LLP	acct 902858	503-8300-524.76-05		8/2008 * Total	244.01 244.01
08/06/2008	89726	MCURCHIE, AL	warning horns	503-8500-526.60-65		8/2008 * Total	42.64 42.64
08/06/2008	89728	MN GOLF ASSOCIATION, IN	inverwood golf	503-8000-521.70-25		8/2008	468.00
			inverwood golf	503-8000-521.70-25		8/2008	18.00
			inverwood golf	503-8000-521.70-25		8/2008	18.00
			inverwood golf	503-8000-521.70-25		8/2008	36.00
						* Total	468.00
08/06/2008	89730	MOYNIHAN, MATT	register tape rolls	503-8000-521.60-65		8/2008 * Total	57.94 57.94
08/06/2008	89737	PERFORMANCE DRAFT BEER	inverwood golf course	503-8300-524.40-42		8/2008 * Total	30.00 30.00
08/06/2008	89738	PHILIPS MEDICAL SYSTEMS	cust 94134361	503-8500-526.60-65		8/2008 * Total	108.35 108.35
08/06/2008	89741	PRESTIGE ELECTRIC, INC.	inverwood	503-8500-526.40-40		8/2008 * Total	195.00 195.00
08/06/2008	89744	REED'S SALES & SERVICE	acct inci1191	503-8600-527.60-22		8/2008 * Total	76.17 76.17
08/06/2008	89759	TAYLOR MADE GOLF COMPAN	cust 503230	503-8200-523.76-20		8/2008	112.50

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07/30/2008	89625	SKYHAWKS SPORTS ACADEMY	inver grove parks & rec	504-6100-452.30-70	R41050	7/2008 * Total	1,100.00 1,100.00
07/30/2008	89638	US POSTMASTER	park & rec	504-6100-452.50-35	R90100	7/2008 * Total	1,063.28 1,063.28
08/06/2008	89674	CHAMPIONSHIP PRODUCTS	cust igh parks & rec	504-6100-452.60-45	R40100	8/2008	26.40
			cust igh parks & rec	504-6100-452.60-45	R40100	8/2008 * Total	21.00 47.40
08/06/2008	89675	CLIME THEATRE	safety camp - vmcc	504-6100-452.30-70	R20680	8/2008 * Total	380.00 380.00
08/06/2008	89701	GOTTA GO GOTTA THROW IN	city of inver grove	504-6100-452.30-70	R40300	8/2008 * Total	70.00 70.00
08/06/2008	89702	GRAHAM, JEN	concert snacks	504-6100-452.60-09	R30720	8/2008 * Total	69.68 69.68
08/06/2008	89704	GREENGARD, CAMEY	class canceled	504-0000-347.00-00	R40630	8/2008 * Total	110.00 110.00
08/06/2008	89707	HICKS, STAN JR	class canceled	504-0000-347.00-00	R40630	8/2008 * Total	158.00 158.00
08/06/2008	89734	O'CONNOR, TERI	mileage	504-6100-452.50-65	R90100	8/2008 * Total	5.62 5.62
08/06/2008	89746	RICHARDS, BRIAN	safety camp - vmcc	504-6100-452.30-70	R20680	8/2008 * Total	275.00 275.00
08/06/2008	89753	SOUTH ST PAUL UMPIRES A	inver grove hgts	504-6100-452.30-70	R50100	8/2008 * Total	4,968.00 4,968.00
				21 Checks	** Fund Total		11,973.00
07/28/2008	89519	MALL OF AMERICA	nickelodeon universe	505-6200-453.50-90	C65100	7/2008 * Total	1,132.20 1,132.20
07/30/2008	89521	ABC RENTALS INC	city of inver grove	505-6200-453.40-50	C30400	7/2008 * Total	323.32 323.32
07/30/2008	89524	ADOLPH KIEFER & ASSOCIA	acct 258997	505-6200-453.60-40	C50000	7/2008 * Total	34.67 34.67
07/30/2008	89529	AMERICAN RED CROSS	acct x10866	505-6200-453.60-18	C51000	7/2008 * Total	90.00 90.00
07/30/2008	89540	COCA COLA BOTTLING COMP	acct 3291552	505-6200-453.76-10	C30200	7/2008 * Total	79.70 79.70

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
07/30/2008	89562	HOME DEPOT CREDIT SERVI	acct 6035322017128343	505-6200-453.60-16	C25000	7/2008	99.69
			acct 6035322017128343	505-6200-453.60-40	C30200	7/2008	15.96
			acct 6035322017128343	505-6200-453.60-65	C15500	7/2008	7.35
					*	Total	123.00
07/30/2008	89596	MN LIFE INSURANCE CO	policy 0027324	505-6200-453.20-62	C70000	7/2008	102.68
					*	Total	102.68
07/30/2008	89630	TDS METROCOM	acct 6515540132	505-6200-453.50-20	C10000	7/2008	134.37
					*	Total	134.37
07/30/2008	89638	US POSTMASTER	park & rec	505-6200-453.50-35	C95000	7/2008	1,063.29
					*	Total	1,063.29
07/30/2008	89642	VISTAR CORPORATION	acct 10095779	505-6200-453.76-05	C30200	7/2008	25.08
			acct 10135003	505-6200-453.76-05	C30400	7/2008	357.92
			acct 10095779	505-6200-453.76-05	C30200	7/2008	173.65
					*	Total	556.65
07/30/2008	89652	ZHAIVORNOK, ALYA	parking	505-6200-453.50-65	C15500	7/2008	10.00
					*	Total	10.00
08/06/2008	89654	ABC RENTALS INC	city of inver grove hgts	505-6200-453.40-50	C30400	8/2008	287.11
					*	Total	287.11
08/06/2008	89655	ABRAHAMSON, TAMMY	mileage	505-6200-453.50-65	C30400	8/2008	13.45
			home depot - concessions	505-6200-453.60-40	C30400	8/2008	18.29
			food - concessions	505-6200-453.76-05	C30400	8/2008	88.20
					*	Total	119.94
08/06/2008	89656	ACE PAINT & HARDWARE	cust 1126	505-6200-453.60-15	C25000	8/2008	4.79
					*	Total	4.79
08/06/2008	89657	AL'S COFFEE COMPANY	cust 2269	505-6200-453.60-55	C30100	8/2008	219.24
			cust 2269	505-6200-453.76-10	C30100	8/2008	189.20
					*	Total	408.44
08/06/2008	89670	BUELOW AND ASSOCIATES I	city of inver grove	505-6200-453.30-20	C21000	8/2008	542.22
					*	Total	542.22
08/06/2008	89676	COCA COLA BOTTLING COMP	cust 3291552	505-6200-453.60-65	C30200	8/2008	109.50
			cust 3291552	505-6200-453.76-10	C30200	8/2008	141.38
			cust 3291554	505-6200-453.60-65	C30100	8/2008	147.50
			cust 3291554	505-6200-453.76-10	C30100	8/2008	447.52
			cust 3291554	505-6200-453.76-10	C30400	8/2008	96.72
			cust 3291552	505-6200-453.76-10	C30200	8/2008	110.87
					*	Total	1,053.49
08/06/2008	89686	DAKOTA GLASS & GLAZING	veterans memorial	505-6200-453.40-40	C25000	8/2008	638.00
					*	Total	638.00
08/06/2008	89689	ELECTRONIC COMM. SYSTEM	cust cit002	505-6200-453.40-40	C25000	8/2008	3,188.00
			cust cit002	505-6200-453.40-40	C21000	8/2008	598.00

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
08/06/2008	89702	GRAHAM, JEN	kr milk	505-6200-453.76-10	C65100	* Total	3,786.00
						8/2008	58.61
						* Total	58.61
08/06/2008	89708	HILLYARD INC	cust 267670	505-6200-453.60-11	C25000	* Total	613.28
						8/2008	613.28
						* Total	613.28
08/06/2008	89709	HUEBSCH SERVICES	cust 92965	505-6200-453.40-40	C25000	* Total	101.52
						8/2008	101.52
						* Total	101.52
08/06/2008	89713	JOHNSON CONTROLS	cust 1295202	505-6200-453.40-40	C21000	* Total	501.00
						8/2008	501.00
						* Total	501.00
08/06/2008	89720	LILLIE SUBURBAN NEWSPAP	cust 9587	505-6200-453.50-25	C91000	* Total	191.40
						8/2008	191.40
						* Total	191.40
08/06/2008	89721	LINCOLN MARKETING	veterans me/dakgui08	505-6200-453.50-25	C91000	* Total	269.00
						8/2008	269.00
						* Total	269.00
08/06/2008	89733	NEXTEL COMMUNICATIONS	acct 573073317	505-6200-453.50-20	C25000	* Total	272.04
						8/2008	272.04
						* Total	272.04
08/06/2008	89734	O'CONNOR, TERI	mileage	505-6200-453.50-65	C10000	* Total	23.40
						8/2008	23.40
						* Total	23.40
08/06/2008	89735	OFFICE DEPOT	acct 6011568510088883	505-6200-453.60-40	C70000	* Total	15.33
						8/2008	15.33
						* Total	15.33
08/06/2008	89739	POLAR ELECTRO INC	cust 143328	505-6200-453.76-65	C70000	* Total	64.97
						8/2008	64.97
						* Total	64.97
08/06/2008	89743	PUSH PEDAL PULL	inver grove hgts	505-6200-453.60-40	C70000	* Total	499.53
						8/2008	499.53
						* Total	499.53
08/06/2008	89747	ROACH, RICK	mileage	505-6200-453.50-65	C25000	* Total	37.44
						8/2008	37.44
						* Total	37.44
08/06/2008	89748	RYCO SUPPLY COMPANY	cust 10-32329	505-6200-453.60-11	C25000	* Total	276.66
						8/2008	276.66
						* Total	276.66
08/06/2008	89751	SIMON DELIVERS, INC	city of igh	505-6200-453.76-10	C65100	* Total	45.43
						8/2008	45.43
						* Total	45.43
08/06/2008	89755	STILLWATER AREA SCHOOLS	overpmt group rental	505-0000-352.27-00	C55000	* Total	65.00
						8/2008	65.00
						* Total	65.00

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
08/06/2008	89764	TRUZINSKI, TAMI	mileage	505-6200-453.50-65	C10100	8/2008	26.66
			mileage	505-6200-453.50-65	C60100	8/2008	32.73
						* Total	59.39
08/06/2008	89770	VISTAR CORPORATION	cust 10135003	505-6200-453.76-05	C30400	8/2008	17.65
			cust 10135003	505-6200-453.76-05	C30400	8/2008	43.29
			cust 10095779	505-6200-453.76-05	C30200	8/2008	315.25
			cust 10135003	505-6200-453.76-05	C30400	8/2008	19.65
						* Total	309.26
08/06/2008	89776	YOUNGBLOM, KAY	class canceled	505-0000-352.35-00	C71000	8/2008	24.00
						* Total	24.00
08/06/2008	89777	ZHALVOROK, ALYA	mileage	505-6200-453.50-65	C15500	8/2008	50.67
						* Total	50.67
07/30/2008	89596	MN LIFE INSURANCE CO	policy 0027324	602-2100-415.20-62	** Fund Total	7/2008	14,379.96
						* Total	1.90
						* Total	1.90
08/06/2008	89718	LEAGUE OF MN CITIES INS	inver grove heights	602-2100-415.70-20		8/2008	1,000.00
						* Total	1,000.00
07/30/2008	89523	ACE PAINT & HARDWARE	acct 1126	603-5300-444.40-41	** Fund Total	7/2008	14.69
			acct 1126	603-5300-444.60-40		7/2008	16.49
						* Total	31.18
07/30/2008	89525	ADVANCED GRAPHIX, INC.	inver grove pd	603-5300-444.80-70		7/2008	61.77
						* Total	61.77
07/30/2008	89535	C.J. SPRAY, INC.	city of inver grove	603-5300-444.40-41		7/2008	22.58
			city of inver grove	603-5300-444.40-41		7/2008	56.45
			city of inver grove	603-5300-444.40-41		7/2008	89.74
						* Total	168.77
07/30/2008	89539	CARQUEST OF ROSEMOUNT	acct 614420	603-0000-145.50-00		7/2008	14.28
			acct 614420	603-5300-444.60-12		7/2008	45.00
			acct 614420	603-0000-145.50-00		7/2008	24.53
			acct 614420	603-5300-444.40-41		7/2008	18.61
						* Total	102.42
07/30/2008	89542	COMO LUBE & SUPPLIES	acct 100395	603-5300-444.40-25		7/2008	234.16
						* Total	234.16
07/30/2008	89552	EMERGENCY AUTOMOTIVE TE	inver grove hts city	603-5300-444.80-70		7/2008	1,442.33
			inver grove hts city	603-5300-444.40-41		7/2008	544.27
			inver grove hts city	603-5300-444.80-70		7/2008	26.63
			inver grove hts city	603-5300-444.80-70		7/2008	116.99
						* Total	2,130.22

City of Inver Grove Heights
 CHECK REGISTER BY FUND

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
07/30/2008	89557	GRAINGER	acct 806460150 acct 806460150	603-5300-444.40-40 603-5300-444.60-40		7/2008 7/2008 * Total	107.96 33.55 141.51
07/30/2008	89573	KIMBALL MIDWEST	acct 222006	603-5300-444.60-40		7/2008 * Total	115.89 115.89
07/30/2008	89574	KNOX COMPANY	inver grove hgts	603-5300-444.40-40		7/2008 * Total	518.00 518.00
07/30/2008	89596	MN LIFE INSURANCE CO	policy 0027324	603-5300-444.20-62		7/2008 * Total	21.42 21.42
07/30/2008	89600	NAPA OF INVER GROVE HEI	acct 125	603-5300-444.40-41		7/2008 * Total	50.20 50.20
07/30/2008	89608	NORTHLAND CHEMICAL CORP	cust 45025141	603-5300-444.60-11		7/2008 * Total	1,795.51 1,795.51
07/30/2008	89609	NS/I MECHANICAL CONTRAC	acct ctyofigh	603-5300-444.40-40		7/2008 * Total	251.10 251.10
07/30/2008	89612	POMP'S TIRE SERVICE, IN	acct 4502557 acct 4502557	603-0000-145.50-00 603-5300-444.60-14		7/2008 7/2008 * Total	607.05 835.00 1,442.05
07/30/2008	89618	R & R SPECIALTIES OF WI	cust ighvet	603-5300-444.40-41		7/2008 * Total	1,271.78 1,271.78
07/30/2008	89645	WHITAKER LINCOLN MERCUR	acct 4198	603-5300-444.40-41		7/2008 * Total	366.36 366.36
08/06/2008	89656	ACE PAINT & HARDWARE	acct 1126 acct 1126 acct 1126 acct 1126	603-5300-444.40-41 603-5300-444.40-41 603-5300-444.60-40 603-5300-444.60-12		8/2008 8/2008 8/2008 8/2008 * Total	25.78 17.54 8.83 9.14 61.29
08/06/2008	89672	CARQUEST OF ROSEMOUNT	cust no 614420 cust no 614420	603-5300-444.40-41 603-5300-444.40-41 603-5300-444.40-41 603-5300-444.60-12 603-5300-444.40-41 603-5300-444.40-41 603-0000-145.50-00 603-5300-444.40-41 603-5300-444.40-41 603-0000-145.50-00		8/2008 8/2008 8/2008 8/2008 8/2008 8/2008 8/2008 8/2008 8/2008 8/2008 8/2008 * Total	31.41 62.84 24.57 18.96 7.11 34.01 15.00 55.81 8.46 408.17 403.15 1,069.49
08/06/2008	89694	FORCE AMERICA, INC.	cust 366100	603-0000-145.50-00		8/2008 * Total	797.30 797.30

City of Inver Grove Heights
 CHECK REGISTER BY FUND

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
08/06/2008	89695	G & K SERVICES	cust 7494701 cust 7494701	603-5300-444.40-65 603-5300-444.60-45		8/2008 8/2008 * Total	91.99 109.36 201.35
08/06/2008	89715	KIMBALL MIDWEST	cust 222006 cust 222006	603-0000-145.50-00 603-5300-444.60-12		8/2008 8/2008 * Total	11.15 335.14 346.29
08/06/2008	89717	KREMER SPRING & ALIGNME	city15	603-5300-444.40-41		8/2008 * Total	2,143.42 2,143.42
08/06/2008	89731	MTI DISTRIBUTING CO	cust 91180 cust 91180	603-5300-444.40-41 603-5300-444.40-41		8/2008 8/2008 * Total	254.65 55.04 309.69
08/06/2008	89740	POMP'S TIRE SERVICE, IN	acct 4502557 acct 4502557 acct 116332 acct 116332	603-5300-444.60-14 603-5300-444.60-14 603-5300-444.40-42 603-5300-444.40-42		8/2008 8/2008 8/2008 8/2008 * Total	144.44 923.87 404.41 50.34 1,523.06
08/06/2008	89745	REGIONS INTERSTATE BILL	cust 14649	603-5300-444.40-41		8/2008 * Total	28.67 28.67
08/06/2008	89775	YOCUM OIL COMPANY, INC.	cust 502860	603-0000-145.60-00		8/2008 * Total	26,594.12 26,594.12
07/30/2008	89537	CANON FINANCIAL SERVICE	acct 0255020	604-2200-416.40-44	** Fund Total	7/2008 * Total	152.01 152.01
07/30/2008	89596	MN LIFE INSURANCE CO	policy 0027324	604-2200-416.20-62	26 Checks	7/2008 * Total	.80 .80
08/06/2008	89671	CANON BUSINESS SOLUTION	cust 1061833	604-2200-416.40-44		8/2008 * Total	165.38 165.38
08/06/2008	89735	OFFICE DEPOT	acct 6011568510088883	604-2200-416.60-10		8/2008 * Total	286.56 286.56
07/24/2008	89516	US POSTMASTER	city of inver grove hgts	605-3100-419.50-35	4 Checks	** Fund Total 7/2008 * Total	604.75 1,237.56 1,237.56
07/30/2008	89596	MN LIFE INSURANCE CO	policy 0027324	605-3100-419.20-62		7/2008 * Total	6.85 6.85
07/30/2008	89610	ONVOY INC	acct 001555726455	605-3100-419.50-20		7/2008 * Total	989.57 989.57
07/30/2008	89630	TDS METROCOM	acct 6515540132	605-3100-419.50-20		7/2008	435.94

City of Inver Grove Heights
 CHECK REGISTER BY FUND

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
08/06/2008	89722	LONE OAK COMPANIES, INC	city of inver grove	605-3100-419.50-35		* Total	435.94
08/06/2008	89749	SAM'S CLUB	acct7715090063580633	605-3100-419.60-11		* Total	347.69
07/30/2008	89526	ADVANCED TECHNOLOGY SYS	cityinver	606-1400-413.60-10		* Total	347.69
07/30/2008	89545	CRUCIAL TECHNOLOGY	cust 011632	606-1400-413.60-41	** Fund Total	* Total	143.18
07/30/2008	89596	MN LIFE INSURANCE CO	policy 0027324	606-1400-413.20-62		* Total	143.18
08/06/2008	89673	CDW GOVERNMENT INC	cust no 2394832	606-1400-413.40-49		* Total	3,160.79
07/28/2008	89517	DAKOTA CTY SHERIFF'S DE	nichole rene mercurio	702-0000-229.10-00	** Fund Total	* Total	2,470.90
07/30/2008	89547	DAKOTA CTY ATTORNEY	city of inver grove pd	702-0000-229.10-00		* Total	2,470.90
07/30/2008	89554	FAMOUS DAVE'S	city of inver grove hgts	702-0000-229.02-00		* Total	336.71
07/30/2008	89572	KENNEDY & GRAVEN	city of inver grove hgts	702-0000-229.61-00		* Total	336.71
07/30/2008	89584	MCDONALD CONSTRUCTION	1187 avery drive	702-0000-229.98-00		* Total	22.76
07/30/2008	89629	STATE OF MN - TREASURER	city of inver grove pd	702-0000-229.10-00		* Total	22.76
08/06/2008	89590	EMMONS & OLLIVIER RESOUR	inver grove hgts	702-0000-230.25-00		* Total	185.11
08/06/2008	89691	ENTERPRISE PRODUCTS	hydrant rental	702-0000-229.43-00		* Total	185.11
08/06/2008	89720	LILLIE SUBURBAN NEWSPAP	acct 1363	702-0000-228.79-00		* Total	3,015.48
			acct 1363	702-0000-228.20-00		* Total	500.00
			acct 1363	702-0000-228.80-00		* Total	500.00
						* Total	240.00
						* Total	240.00
						* Total	1,050.80
						* Total	1,050.80
						* Total	430.00
						* Total	430.00
						* Total	2,500.00
						* Total	2,500.00
						* Total	120.00
						* Total	120.00
						* Total	3,301.42
						* Total	730.21
						* Total	698.16
						* Total	4,729.79
						* Total	925.00
						* Total	925.00
						* Total	9.93
						* Total	11.59
						* Total	13.24

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
08/06/2008	89773	WSB & ASSOCIATES, INC.	city of inver grove hgts	702-0000-230.25-00		8/2008	2,599.00
			city of inver grove hgts	702-0000-230.25-00		8/2008	1,237.50
			city of inver grove hgts	702-0000-230.38-00		8/2008	5,685.50
			city of inver grove hgts	702-0000-229.61-00		8/2008	8,425.50
			city of inver grove hgts	702-0000-230.38-00		8/2008	1,099.00
			city of inver grove hgts	702-0000-229.61-00		8/2008	6,895.50
						* Total	25,942.00
07/30/2008	89567	JR'S APPLIANCE DISPOSAL	city of inver grove	703-5500-446.40-25	** Fund Total		36,472.35
						7/2008	8.00
						* Total	8.00
07/30/2008	89596	MN LIFE INSURANCE CO	policy 0027324	703-5500-446.20-62		7/2008	2.22
						* Total	2.22
					** Fund Total		10.22
					*** Bank Total		1,731,583.63
					*** Grand Total		1,731,583.63

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Payment Voucher No. 1 for City Project No. 2003-03 – Southern Sanitary Sewer System Improvements

Meeting Date: August 11, 2008
 Item Type: Consent
 Contact: Scott D. Thureen, 651.450.2571
 Prepared by: Scott D. Thureen, Public Works Director *SDT CS*
 Reviewed by: N/A

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

PURPOSE/ACTION REQUESTED

Consider Payment Voucher No. 1 for City Project No. 2003-03 – Southern Sanitary Sewer System Improvements.

SUMMARY

The improvements were ordered as part of the 2008 Improvement Program. The contract was awarded in the amount of \$1,950,842.75 to Dahn Construction Co., LLC, on June 8, 2008 for City Project No. 2003-03 – Southern Sanitary Sewer System Improvements.

The contractor has completed the work through July 31, 2008 in accordance with the contract plans and specifications. A 5 percent retainage will be maintained until the project is completed.

I recommend approval of Payment Voucher No. 1 in the amount of \$155,959.82 for work on City Project No. 2003-03 – Southern Sanitary Sewer System Improvements.

SDT/rs

Attachments: Payment Voucher No. 1

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Change Order No. 1 and Payment Voucher No. 1 for City Project No. 2008-09B – Sealcoating

Meeting Date: August 11, 2008
 Item Type: Consent
 Contact: Scott D. Thureen, 651.450.2571
 Prepared by: Scott D. Thureen, Public Works Director
 Reviewed by: *SDT JB*

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

PURPOSE/ACTION REQUESTED

Consider Change Order No. 1 and Payment Voucher No. 1 for City Project No. 2008-09B – Sealcoating.

SUMMARY

The improvements were ordered as part of the 2008 Pavement Management Program. The contract was awarded in the amount of \$153,499.00 to Pearson Brothers, Inc., on May 12, 2008 for City Project No. 2008-09B – Sealcoating.

Change Order No. 1 is for the cost of sealcoating 60th Street East, from South Robert Trail to Acorn Drive. This cost will be shared with Sunfish Lake. The City's share will come from the Pavement Management Fund.

The contractor has completed the work through July 30, 2008 in accordance with the contract plans and specifications. A 5 percent retainage will be maintained until the project is completed.

I recommend approval of Change Order No. 1 for \$7,694.90 (and a revised contract amount of \$161,193.90) and Payment Voucher No. 1 in the amount of \$141,536.70 for work on City Project No. 2008-09B – Sealcoating.

SDT/rs

Attachments: Change Order No.1
Payment Voucher No. 1

CHANGE ORDER NO. 1

Project: Seal Coating

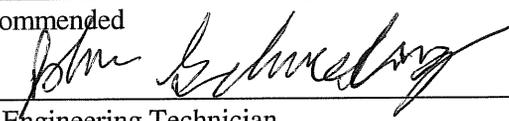
City Project: 2008-09B

<p>Owner: City of Inver Grove Heights 8150 Barbara Avenue Inver Grove Heights, MN 55077</p>	<p>Date of Issuance: July 25, 2008</p>
<p>Contractor: Pearson Brothers, Inc. 11079 Lamont Avenue NE Hanover, MN 55341-4063</p>	<p>Engineer: City Engineer</p>

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

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

Furnish and Install Seal Coating on 60th Street East from Robert Street to Acorn Drive. See attached table for additional contract quantities.

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIME
Original Contract Price: \$ 153,499.00	Original Contract Time:
Previous Change Orders \$ NA	Net Change from Previous Change Orders
Contract Price Prior to this Change Order \$ 153,499.00	Contract Time Prior to this Change Order
Net Increase of this Change Order \$ 7,694.90	Net Increase (Decrease) of Change Order
Contract Price with all Approved Change Orders \$ 161,163.90	Contract Time with Approved Change Orders
Recommended By:  Engineering Technician	Approved By: _____ Pearson Brothers, Inc.

Approved By:

Approved By:

Date of Council Action



Scott D. Thureen,
Public Works Director

George Tourville, Mayor

August 11, 2008

ATTACHMENT TO CHANGE ORDER NO. 1

CITY PROJECT NO. 2008-09B
2008 SEALCOAT PROJECT

Description of Changes:

Schedule A: 60th Street East from Robert Street to Acorn Drive was added to the Sealcoat Project. The total area is 6,020 square yards. The summary of the cost is as follows:

1. Bituminous material for seal coat = $6,020 \text{ yd}^2 \times 0.35 \text{ gal. per yard} = 2,107.00$ gallons $\times 1.50/\text{gallon} = \$3,160.50$.
- 2 Seal Coat Aggregate (FA-3 Class A)
 $6,020 \text{ yd}^2 \times 0.72/\text{yd.} = \$4,334.40$

3. Street Sweeping two (2) hours @ \$100/hour = \$200.00

Total Revision	=	\$3,160.50
		\$4,334.40
		<u>\$ 200.00</u>
Total Cost of Revisions	=	\$7,694.90

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Change Order No. 1 and Payment Voucher No. 2 for City Project No. 2008-09D – South Grove Urban Street Reconstruction – Area 3

Meeting Date: August 11, 2008
 Item Type: Consent
 Contact: Scott D. Thureen, 651.450.2571
 Prepared by: Scott D. Thureen, Public Works Director
 Reviewed by: N/A *SST CS*

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

PURPOSE/ACTION REQUESTED

Consider Change Order No. 1 and Payment Voucher No. 2 for City Project No. 2008-09D – South Grove Urban Street Reconstruction – Area 3.

SUMMARY

The improvements were ordered as part of the 2008 Pavement Management Program. The contract was awarded in the amount of \$2,990,557.34 to Arcon Construction Co., Inc., on May 27, 2008 for City Project No. 2008-09D South Grove Urban Street Reconstruction, Area 3.

Change Order No. 1 is for two concrete items as follows: 1. Additional concrete costs on the Mill and Overlay to change the concrete mix for driveways to high early strength to reduce access closure time for the businesses on 65th Street and for the driveway entrances at the Lakebridge Townhomes in the amount of \$2,585.00; 2. Adding a concrete valley gutter on the Street Reconstruction across the Clayton Avenue half bubble cul-de-sac in the amount of \$1,730.40. The change order is funded from the project contingency. The contractor has completed the work through July 31, 2008 in accordance with the contract plans and specifications. A 5 percent retainage will be maintained until the project is completed.

I recommend approval of Change Order No. 1 in the amount of \$4,315.40 (for a revised contract amount of \$2,994,872.74), and approval of Payment Voucher No. 2 in the amount of \$785,998.98 for work on City Project No. 2008-09D – South Grove Urban Street Reconstruction Area 3.

SDT/rs

Attachments: Change Order No. 1
 Payment Voucher No. 2

CHANGE ORDER NO. 1

2008 IMPROVEMENT PROGRAM
CITY PROJECT NO. 2008-09D
URBAN STREET RECONSTRUCTION – SOUTH GROVE AREA 3

Owner: City of Inver Grove Heights 8150 Barbara Avenue Inver Grove Heights, MN 55077	Date of Issuance: August 4, 2008
Contractor: Arcon Construction Co., Inc.. 5973 433 rd Street P.O. Box 159 Harris, MN 55032	Engineer: Public Works Director

PURPOSE OF CHANGE ORDER

See attached.

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIME
Original Contract Price: \$2,990,557.34	Original Contract Time:
Previous Change Orders \$0.00	Net Change from Previous Change Orders
Contract Price Prior to this Change Order \$2,990,557.34	Contract Time Prior to this Change Order
Net Increase of this Change Order \$4,315.40	Net Increase (Decrease) of Change Order
Contract Price with all Approved Change Orders \$2,994,872.74	Contract Time with Approved Change
Recommended By:  John Schmeling, Engineering Technician	Approved By: _____ Arcon Construction Co., Inc.

Approved By:

Approved By:

Date of Council Action:



Scott D. Thureen,
Public Works Director

George Tourville, Mayor

August 11, 2008

ATTACHMENT TO CHANGE ORDER NO. 1

CITY PROJECT NO. 2008-09D – URBAN STREET RECONSTRUCTION
SOUTH GROVE AREA 3

Description of Changes:

Schedule A Installation of Additional Valley Gutter on Clayton Avenue Half Bubble Cul-de-sac
A valley gutter was added at the Clayton Avenue half bubble cul-de-sac to prevent drainage problems associated with a bituminous swale. There is a bid item and unit cost on the Mill and Overlay for valley gutter and the contractor agreed to use the unit price of \$5.15 per square foot. The valley gutter was 336 square feet.

Total cost of Schedule A addition = 336SF X \$5.15/SF = \$1,730.40

Schedule B Switching to High Early Strength Concrete on Driveways on the Mill and Overlay
To minimize the restricted access to driveways on 65th Street and the driveways to Lakebridge Town Homes high early strength concrete was used instead of standard concrete. The contractor provided an additional price per square yard for driveways. This additional unit price is \$5.50 per square yard. The total quantity of driveways where high early strength concrete was used was 470 square yards.

Total cost of Schedule B addition = 470SY X \$5.50/SY = \$2,585.00

Summary of Additional Services:

<u>Item</u>	<u>Cost</u>
Schedule A	\$1,730.40
Schedule B	<u>\$2,585.00</u>

Total Cost of Revisions \$4,315.40

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

ESTIMATE NO: 2 (Two)
DATE: August 4, 2008
PERIOD ENDING: July 31, 2008
CONTRACT: 2008 Pavement Management Program
PROJECT NO: 2008-09D – Urban Street Reconstruction - South Grove Area 3

TO: Arcon Construction Co., Inc.
5973 433rd Street
P.O. Box 159
Harris, MN 55032

Original Contract Amount \$2,990,557.34
Total Addition (Change Order No. 1) \$4,315.40
Total Deduction \$0.00
Total Contract Amount..... \$2,994,872.74
Total Value of Work to Date..... \$1,282,422.23
Less Retained (5%)..... \$64,121.11
Less Previous Payment..... \$432,302.14
Total Approved for Payment this Voucher..... \$785,998.98
Total Payments including this Voucher \$1,218,301.12

Approvals:

Pursuant to our field observation, I hereby recommend for payment the above state amount for work performed through July 31, 2008.

Signed by:  August 4, 2008
Scott D. Thureen, Public Works Director

Signed by: _____
Arcon Construction Co., Inc. Date _____

Signed by: _____
George Tourville, Mayor August 11, 2008

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Meeting Date: August 11, 2008
 Item Type: Consent
 Contact: Charles N. Kleckner 651-450-2526
 Prepared by: Charles N. Kleckner, Director of
 Public Safety
 Reviewed by: N/A

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

PURPOSE/ACTION REQUESTED: Consider approval of the limited hunting of Canada Geese with the City.

SUMMARY: The City Council previously approved an ordinance authorizing the use of a limited Canada Goose hunt within the City to help reduce the goose population. The City did participate in the September 2004 hunt and both September and December hunts in 2005 and 2006. The population of Canada Geese within the Twin Cities area has exploded in the past two decades. Within our City, the Canada Goose population has been encouraged by abundant open water, open land and food. In the wild the geese have to face the “laws of nature” but in the community many of these natural selection mechanisms have been suppressed. Thus, the exploding population and resulting complaints from property owners faced with the problems the geese present, most notably their numbers and the wastes they generate.

I have also requested permission from the Minnesota Department of Natural Resources to authorize “over-water Canada goose hunting” as I did last year.

I recommend that we participate in both the early Canada Goose season, which will run from September 6-22, 2008, the late Canada Goose season in December (date to be announced later), as well as October 11-12, 2008 and November 8-9, 2008 using the conditions stipulated in Ordinance 1051, including approval on a case-by-case basis with strong consideration on safety and concerns from other area residents.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

CONSIDER AMENDMENTS TO CITY CODE SECTIONS 300.33 AND 300.35 VACATION LEAVE AND PERSONAL LEAVE

Meeting Date: August 11, 2008
Item Type: Consent
Contact: JTeppen, Asst. City Admin.
Prepared by:
Reviewed by:

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

PURPOSE/ACTION REQUESTED Consider the second reading of and ordinance amending City Code Sections 300.33 and 300.35, Vacation Leave and Personal Leave.

SUMMARY During negotiations this year, we agreed to two changes regarding vacation and personal leave. The first was to compress the vacation accrual schedule. The second was to increase the amount of personal leave an employee can designate for deposit to their Health Care Savings Plan.

Bargaining agreements have been approved with those changes. City Code now needs amending for those employees not in a bargaining unit – our Non-Union group of employees.

All benefited employees receive the same level of benefits – no group of employees receives anything lesser or greater than another group.

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTIONS 300.33, Subd. 1 and 300.35 Subd. 8, OF THE
INVER GROVE HEIGHTS CITY CODE
RELATING TO VACATION LEAVE AND PERSONAL LEAVE

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

Section 1. Amendment. IGH City Code Section 300.33 is hereby amended to read as follows:

300.33. Vacation Leave. Subd. 1. How Much. Employees serving their orientation period and full-time employees shall earn vacation leave according to the accrual table below:

<u>Continuous Years of Service</u>	<u>Annual Hours of Vacation Accrual</u>
Zero through End of Five	80
Beginning of Six through End of Eight	120
Beginning of Nine through End of Twelve	144
Beginning of Thirteen Sixteen through End of Seventeen Nineteen	168
Beginning of Eighteen Twenty or More	182

Section 2. **Amendment.** IGH City Code Section 300.35 is hereby amended to read as follows:

300.35. Personal Leave. Subd. 8. Other Payments. Once a year at a time designated by the City, the City may offer an employee (in a bargaining unit who through the collective bargaining process has elected to NOT participate in the Minnesota State Retirement Systems Health Care Savings Plan) with accumulation of personal leave in excess of sixty (60) days the opportunity to exchange up to five (5) days of personal leave for cash.

For all of the employees in those bargaining units, who have through the collective bargaining process elected to participate in the Minnesota State Retirement Systems Health Care Savings Plan, all employees whose accumulation of personal leave has exceeded sixty (60) days will exchange the cash value of up to ~~five (5)~~ ten (10) days for deposit into their HCSP account. This deposit will occur in the month of December at a time to be determined by the Administrative Services Department.

Such an exchange will reduce the maximum total accumulation (cap) of an employee by an equal amount.

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

Passed this 25th day of August, 2008.

George Tourville, Mayor

AYES:

NAYS:

ATTEST:

Melissa Rheume, Deputy Clerk

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Contract for Import of Dirt and Grading at Heritage Village Park

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

PURPOSE/ACTION REQUESTED

Approve the contract between Carl Bolander and Sons and the City of Inver Grove Heights as prepared and approved by the City Attorney. There is no cost to the City of Inver Grove Heights for this contract. This contract has the potential to save the City a significant amount of money in dirt import and grading.

The City will be responsible for some erosion control and tree removal. We estimate these costs will not exceed \$30,000. Funding for erosion control and tree removal can come from the Park Acquisition and Development Fund (402) City Project 2005-07. Staff is actively seeking multiple quotations for this work and would move forward with the low quote.

SUMMARY

The City of Inver Grove Heights has been working on the creation of a 50-80 acre public park along the Mississippi River for the last several years (Heritage Village Park). The City acquired a 50-acre parcel from the State of Minnesota as tax forfeited property and is required to turn the parcel into a park.

The site is a former railroad site and has contaminated soils on the site. The City and the Minnesota Pollution Control Agency (MPCA) have signed a Response Action Plan (RAP) dated April 1, 2005. The RAP outlines how the City is required to remediate the contamination on the site.

A grading plan to meet the RAP has been developed for the City by Emmons and Olivier Resources. Bolander and Sons will be required to follow the grading plan, highlights of the agreement include:

- Bolander pays for all testing of imported dirt ensuring the dirt meets MPCA requirements
- Bolander must deposit approved soil, grade and compact, as directed by the City following the City created grading plan
- Bolander has until October 2008 to finish the 11-acre prairie area
- Bolander has until October 2009 to finish the remainder of the park
- Bolander is the only contractor that can bring dirt to the park with the exception of City construction projects
- Bolander is required to compact and do density testing for on the site for the Mississippi River Regional Trail. Bolander will be compensated for this work. The City and the County are working on a Joint Powers Agreement that will make the cost of compaction and density testing the responsibility of Dakota County. EOR does not recommend compaction on other areas of the park.

There doesn't appear to be any downs side in this contract for the City. If Bolander isn't successful in bringing the volume of soil to the site as needed, the City isn't "out" anything.

At the time the report was due, Boander and the City were still negotiating issues related to the contract. The contract will be provided to the Council as soon as it finished.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Contract for Consulting Services for Heritage Village Park Prairie Restoration Project

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

PURPOSE/ACTION REQUESTED

Approve the hiring of Emmons & Olivier Resources to develop a final grading design and planting plan along with construction management services for the development of 11 acres of natural prairie as required by the MN DNR Remediation Grant RM06-008. The cost of professional services is \$6,200 and funding for this expenditure is provided by the Park Acquisition and Development Fund City project number 2005-07.

SUMMARY

In September 2007, the Council hired Emmons and Olivier Resources to assist the City in coordinating some of the initial development planning for Heritage Village Park.

Heritage Village Park is a 50 acre (current) and 80 acre (planned) park located at 65th Street and Concord Blvd. The City has been working on the park for the last several years. The City plans to restore the ecological integrity of floodplain properties along the Mississippi River, develop a new park oriented towards the river and nearby recreational opportunities, and provide users an opportunity to learn about the floodplain’s ecological value through educational programs. The City currently owns 50 acres of former railroad property and approximately 14 parcels adjacent to this site. The Master Plan for the park includes the voluntary acquisition of approximately a dozen additional properties.

The Dakota County Mississippi River Regional Trail (MRRT) will run through the park. The property is well positioned to accommodate the MRRT, providing links to the river, recreational facilities (marinas and parks); existing local and regional bikeways and trails; and nearby transit lines. The MRRT will serve as the National Great River Road’s Mississippi River Trail in Dakota County. The Great River Road extends from the Mississippi’s headwaters in Itasca State Park to the Gulf of Mexico and is expected to draw local, regional, national and international visitors. Dakota County estimates that over 100,000 users could ride on the trail annually. The park location provides for easy access by road, trail, river or transit from major population centers.

An \$180,000 remediation grant the City received from the MN DNR requires the City to establish 11-acres of natural prairie on the site. The City successfully applied for a grant extension last year, the grant is due to expire on December 31, 2008.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Hiring Contractor for Grubbing and Treatment of Brush at Heritage Village Park
 Funded from MN DNR Remediation Grant RM06-008

Meeting Date: August 11, 2008
 Item Type: Consent Agenda
 Contact: Eric Carlson – 651.450.2587
 Prepared by: Eric Carlson
 Reviewed by: Eric Carlson – Parks & Recreation
 Mark Borgwardt – Parks
 Brian Swoboda - Forester

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

Approving hiring St. Croix Tree Service in the amount of \$11,594 to brush and treat volunteer growth at Heritage Village Park. The expenditure is funded by the \$180,000 MN DNR remediation grant.

SUMMARY

The City received an \$180,000 remediation grant from the MN DNR for Heritage Village Park. The grant requires the City to establish 11-acres of natural prairie in the park. Over the last few years volunteer growth has developed in the park and needs to be brushed and treated in preparation of the establishment of the prairie. Staff has solicited quotes as follows:

St Croix Tree Service Inc.	\$11,594 + tax
Timberline Tree Service	\$26,875 + tax

Staff recommends hiring St. Croix Tree Service Inc. to perform the work.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Meeting Date: August 11, 2008
 Item Type: Consent
 Contact: Charles N. Kleckner
 651-450-2526
 Prepared by: Charles N. Kleckner, Director of
 Public Safety
 Reviewed by: N/A

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

PURPOSE/ACTION REQUESTED: Consider request from Inver Grove Heights Days for street closure on Cahill Avenue.

SUMMARY: Staff met with Ms. Becky Austing, Co-chairperson for ‘Explore Inver Grove Heights’, to discuss holding the Inver Grove Heights Days Sunday event on Cahill Avenue as they did last year. Ms. Austing has requested to close Cahill Avenue from 69th Street to 65th Street on Sunday, September 7, 2008. Ms. Austing cited last year’s success and positive feedback from citizens as the reason for again holding the event on Cahill Avenue. Ms. Austing said they have spoken to all residences and businesses in that area, and all are in favor of it.

During our discussions we reached agreement on the following: Inver Grove Heights Days would be responsible for erecting and maintaining barricades, including personnel that can be easily identified as IGH Days volunteers, at 65th Street, Buckley Way west of Cahill, and 69th Street. Additional barricades and personnel would be placed at northbound Cahill and 70th Street (‘local traffic only’ to alleviate neighborhood traffic) and at driveways along Cahill to prevent vehicle traffic from entering the street. The barricades and personnel would be in place for the entire event, including set up and take down time, from 8:00 a.m. until 6:00 p.m. (actual event is from 11:00 a.m. until 4:00 p.m.).

In addition, Ms. Austing will be responsible for contacting the South West Review, Sun Current and St. Paul Pioneer Press newspapers to notify residents of the closure. She will also post signage several days prior to the event warning motorists/residents of the upcoming street closure.

A very limited amount of residences would be affected. Ms. Austing is planning on maintaining an open walkway on the street between Drkula’s and 69th Street which will serve pedestrian traffic viewing the Classic Car Show. This will also serve as a limited access route for the residences to exit/enter. This would be controlled by IGH Days personnel/escorts at the barricade at 69th Street and would also serve emergency vehicles should the need arise.

Ms. Austing informed us that if they receive substantially more vehicles than anticipated at the New Car Display and/or the Classic Car Show, she has received permission from Bremer Bank and the small businesses across from the bank to utilize their parking lot

facilities. She understands that no vehicles are to block the previously mentioned limited access route and no vehicles will be parked on the public grass areas/ boulevards.

Ms. Austing is agreeable to meet after conclusion of the event and discuss any items of concern for future events.

Staff recommends approval of the request.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Meeting Date: August 11, 2008
 Item Type: Consent
 Contact: Charles N. Kleckner
 Prepared by: Sergeant Jeff Lundblad
 Reviewed by: Charles N. Kleckner Director of
 Public Safety

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

PURPOSE/ACTION REQUESTED: Consider to deem old UHF/VHF handheld radios as surplus property to be sold to an outside vendor.

SUMMARY: The police department, within the recent past, has switched over to the 800 MHZ radio system rendering the old UHF/VHF portable handheld radios obsolete. The department has on hand approximately 46 UHF/VHF portable radios which it wishes to sell to an outside vendor. The department requested a bid from 2 separate companies. The first bid came from an out of state company who bid \$200.00 for the lot. The second bid came from a local company who has been purchasing other metro department radios; the local companies bid was for \$ 1,521.00. The name of the local company is (Used 2 Way Radios).

I respectfully request that the Council move to deem the UHF/VHF radios as surplus property, and allow the sale of the radios to the Used 2 Way Radio Co.

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

ATTORNEYS AT LAW

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

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

MEMO

TO: City of Inver Grove Heights Mayor and Councilmembers
FROM: Timothy J. Kuntz and Kenneth J. Rohlf, City Attorneys
DATE: August 11, 2008
RE: Lindell Purchase Agreement

Section 1. Background. Pursuant to the direction provided by the City Council in January, City Engineer, Steve Dodge and the City Attorney's office has had numerous meetings with Ms. Nancy Lindell in an effort to negotiate the terms and provisions of a Purchase Agreement whereby the City would acquire the entire Lindell Property in accordance with the parameters set forth by the City Council.

A summary of the terms and provisions of the Lindell Purchase Agreement are as follows:

LINDELL PURCHASE PROPOSAL

NO.	SUBJECT	MATTER
1.	Seller	Nancy Lindell
2.	Buyer	City of Inver Grove Heights
3.	Property	Parcel 29 7456 South Robert Trail Inver Grove Heights, MN
4.	Purchase Price	\$425,000
5.	Type of Acquisition	Fee title acquisition of entire real property

6.	Form of Conveyance	Warranty Deed, free and clear of all mortgages, liens and encumbrances
7.	Form of Payment	Lump sum payment – cash of \$425,000.00 at closing; subject to \$5,000 being placed in an interest bearing account with title company to assure that landowner moves out of the property in a timely fashion and to assure that all personal items are removed and that property is left in a clean and orderly state. City will inspect the property prior to release of the escrow to assure compliance.
8.	Date of Closing	September 11, 2008
9.	Responsibility to Obtain Title Insurance Commitment	City will pay the cost of obtaining a title insurance commitment.
10.	Responsibility For Title Insurance	City will pay the cost of obtaining title insurance.
11.	State Deed Tax	City will pay the state deed tax.
12.	Closing Fee of Title Company	City will pay the closing fee of the title company.
13.	Real Estate Taxes Payable in 2008	City will pay for all the real estate taxes payable in 2008 and thereafter.
14.	Keystone Block on Property	The Keystone Block on the property will remain. It will not be altered or removed.
15.	Built-In Entertainment Center	The built-in entertainment center will stay on the property. It will not be altered or removed.
16.	Deck	The outside deck will stay on the property. It will not be altered or removed.
17.	Appliances	The stove and oven will stay with the property. Landowner may remove the refrigerator, washer and dryer.

18.	Relocation Assistance	The City will not pay separately for relocation assistance or relocation benefit. Any amount for relocation assistance is included in the lump sum purchase price of \$425,000. Landowner, at closing, will execute a waiver of relocation benefits and relocation assistance.
19.	Lease Back of Property	<p>After closing, the City will lease the property to Nancy Lindell for up to six (6) months on a rent free basis. The tenant may renew the lease for two (2) additional periods of six (6) months each. The initial period of the lease will be from September 11, 2008, to March 11, 2009. In no event shall the lease extend beyond March 11, 2010.</p> <p>Nancy Lindell will not have to pay rent. The lease is not assignable and the property may not be sublet. Only Nancy Lindell and her family will occupy the property. Nancy Lindell will be responsible for payment of utilities such as telephone, gas and electric. Nancy Lindell must carry tenant insurance to cover her personal possessions in the home. Nancy Lindell must also carry general liability insurance for the property in the amount of \$1,000,000 combined single limit (bodily injury and property damage); with respect to the general liability insurance policy, and, if possible, the City will be named as an additional insured; this policy will bear an endorsement to the effect that the policy cannot be cancelled or changed without at least ten (10) prior written notice to the City.</p> <p>The City will obtain and be responsible for the payment of insurance premiums relating to fire, casualty, and windstorm.</p> <p>Nancy Lindell may cancel the lease upon thirty (30) days advance written notice to the City.</p>
20.	Release of Claims Relating to Lease Occupancy	As a condition of the lease, Nancy Lindell, on behalf of herself, guests and invitees, will release the City from any claims or liabilities relating to occupancy of the property during the lease.

21.	Escrow Account	At the closing, \$5,000 of the purchase price will be placed in an interest bearing escrow account to assure that the tenant removes all personal possessions in a timely fashion after expiration of the lease and leaves the property in a clean and orderly state upon expiration of the lease. If these conditions are met, the \$5,000 plus accrued interest will be paid to the tenant. City will inspect the property prior to release of the escrow to assure compliance.
22.	Minor Repairs During Term of Lease	Minor repairs, being defined as repairs costing less than \$5,000, will be the responsibility of the tenant during the term of the lease. Such repairs include window breakage and minor plumbing repairs. It is not expected that there will be a need for minor repairs, but if the need does arise, then tenant has the responsibility for minor repairs.
23.	Major Repairs During Terms of Lease	Major repairs, being defined as repairs costing \$5,000 or more, will be the responsibility of the City during the term of the lease. Such repairs include furnace replacement and re-roofing. It is not expected that there will be a need for major repairs, but if the need does arise, then City has the responsibility for major repairs.
24.	Property Maintenance	During the term of the lease, the tenant is responsible for property maintenance such as cutting the lawn, snow removal and keeping the walkways free of ice.
25.	Swimming Pool	During the term of the lease, swimming in the swimming pool on the Premises shall not be allowed by Tenant.
26.	Real Estate Taxes During Lease	During the term of the lease, the City will pay the real estate taxes.
27.	Indemnification of City	The tenant will indemnify, defend and hold the City harmless from any claims from third parties arising out of use of the property during the term of the lease, except claims caused by the intentional acts of the City or the gross negligence of the City.

28.	Removal of Personal Possessions	Upon expiration of the lease, the tenant must remove all personal possessions, must remove any debris and must leave the home in a clean and orderly state. The City will inspect the property prior to release of the escrow funds.

A final purchase agreement containing these terms and provisions was presented to Ms. Lindell on July 22, 2008. **Ms. Nancy Lindell has signed the purchase agreement, a copy of which is attached hereto as Exhibit A.** For the sake of brevity, standard exhibits such as the Well and Septic System disclosure documents have not been included in the attached exhibit.

Section 2. Council Consideration. This Purchase Agreement is on the Council Agenda for consideration by the City Council to acquire the entire Lindell Property pursuant to its terms and provisions.

KJR/cj

Attachment

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

RESOLUTION NO. 08-_____

**A RESOLUTION APPROVING THE NEGOTIATED
PURCHASE AGREEMENT BETWEEN NANCY J. LINDELL AND THE CITY
RELATING TO THE LINDELL PROPERTY**

WHEREAS, Nancy J. Lindell (hereinafter "Lindell") requested that the City acquire the fee title interest in her entire Property;

WHEREAS, the City of Inver Grove Heights (the "City") and Lindell have negotiated the terms and provisions of a purchase agreement whereby the City would acquire the entire Lindell Property for \$425,000.00;

WHEREAS, acquisition of the Lindell Property will facilitate the construction of City Project 2003-15 and the acquisition serves such public purpose.

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

- 1.) That the Mayor and Deputy Clerk are authorized to enter into and execute on behalf of the City the purchase agreement to acquire the Lindell Property.
- 2.) That the Engineering Department, the City Attorney, and the Finance Director are authorized to take all action necessary, including hiring the appropriate environmental consultants to evaluate the environmental condition of the Lindell Property, pursuant to the purchase agreement to effectuate the transfer of the Lindell Property to the City for \$425,000.
- 3.) The purchase price and related costs shall be paid from the bond proceeds and other funds that have been allocated to City Project 2003-15.

Adopted this 11th day of August 2008.

Ayes: _____

Nays: _____

George Tourville, Mayor

ATTEST:

Melissa Rheame, Deputy City Clerk

PURCHASE AGREEMENT

This Agreement is made this 11th day of August, 2008, by and between **Nancy J. Lindell**, a single person, (hereinafter referred to as the "Seller"), and the City of Inver Grove Heights ("City"), a municipal corporation organized under the laws of the State of Minnesota, hereinafter referred to as the "Buyer".

1. **Purchase and Sale.** Seller shall sell to Buyer and Buyer shall purchase from Seller, subject to the terms and conditions of this Agreement, the real property located at **7456 South Robert Trail, Inver Grove Heights, MN**, and more particularly described on Exhibit A attached hereto and incorporated herein by reference, together with all improvements, tenements, hereditaments, easements, rights-of-way, privileges, appurtenances and rights to the same belonging to and inuring to the benefit of said real estate and the following items of personal property and fixtures owned by Seller and currently located on the Property: garden bulbs, plants, scrubs, trees, storm windows and inserts, storm doors, screens, awnings, window shades, blinds, curtains-traverse-drapery rods, attached lighting fixtures with bulbs, plumbing fixtures, sump pumps, water heaters, heating systems, heating stoves, fireplace inserts, fireplace doors and screens, built in humidifiers, built in air-conditioning units, built in electronic air filters, automatic garage door openers with controls, television antennas, water softeners, built in dishwashers, garbage disposals, built in trash compactors, built in ovens and cooking stoves, hood fans, intercoms, installed carpeting, work benches, security systems, (said property and said improvements, rights and privileges and personal property are hereinafter referred to as the "Property").
2. **Purchase Price.** At Closing, Buyer will pay Seller Four Hundred Twenty Five Thousand Dollars (\$425,000.00) (the "Purchase Price") which shall be for the purchase of the Property, of which Four Hundred Twenty Thousand Dollars (\$420,000.00) shall be paid to the Seller at Closing and Five Thousand Dollars (\$5,000.00) shall be placed into a Moving Costs Escrow Account as described in Sections 6 and 8.
3. **Relocation Benefits.** The Buyer has performed a study and has determined that the Seller is entitled to \$8,000.00 for relocation assistance, relocation services, relocation payments, and relocation benefits (including moving costs and Closing costs) pursuant to Minnesota Statutes, Chapter 117. A copy of the Relocation Benefit analysis is attached hereto and incorporated herein as Exhibit A-8. In consideration of Landlord leasing the Property to Tenant at no monthly rental amount (Section 8 of the Lease Agreement) for the duration of the Lease Agreement, Tenant releases the Landlord from its obligation to pay the Relocation Benefits as provided in this Purchase Agreement. Tenant acknowledges and agrees that the ability to occupy the Property at no monthly rental amount (Section 8 of the Lease Agreement) for the duration of this Lease is adequate and fair consideration for all Relocation Benefits to which Tenant may be entitled. Tenant further acknowledges and agrees that accepting the ability to occupy the Property at no monthly rental amount (Section 8 of the Lease Agreement) for the duration of this Lease in lieu of all Relocation Benefits to which Tenant may be entitled is adequate and fair consideration.
4. **Date of Closing.** The Date of Closing for the Property shall be Thursday, September 11, 2008.
5. **Delivery Date.** Seller shall deliver the Property to the Buyer in accordance with the Residential Lease Agreement.
6. **Payment of Purchase Price and Relocation Benefits.** Subject to (i) full and timely performance by Seller (ii) the satisfaction of all contingencies herein contained, and (iii) the ability of the Buyer to request, obtain the release of, and retain as the Buyer's the amount Buyer has deposited into District Court (\$46,100.00 plus interest) as the approved appraisal of value for that portion of the Seller's Property that the Buyer acquired through eminent domain as provided in Section 26 (CONDEMNATION) hereof, the Purchase Price and the Relocation Benefits shall be payable by Buyer to Seller on the Closing Date as follows:

Purchase Price: Four Hundred Twenty Five Thousand dollars (\$425,000.00) on the Date of Closing LESS Five Thousand dollars (\$5,000.00) to be placed in an escrow account on the Date of Closing to pay for Moving Costs ("Moving Costs Escrow") as stated in Section 8 below.

Payment of the Relocation Benefits: In consideration of Landlord leasing the Property to Tenant at no monthly rental amount (Section 8 of the Lease Agreement) for the duration of the Lease Agreement, Tenant releases the Landlord from its obligation to pay the Relocation Benefits as provided in this Purchase Agreement. Tenant further acknowledges and agrees that the ability to occupy the Property at no monthly rental amount (Section 8 of the Lease Agreement) for the duration of this Lease is adequate and fair consideration for all Relocation Benefits to which Tenant may be entitled. Tenant further acknowledges and agrees that accepting the ability to occupy the Property at no monthly rental amount (Section 8 of the Lease Agreement) for the duration of this Lease in lieu of all Relocation Benefits to which Tenant may be entitled is adequate and fair consideration.

7. **Property and Environmental Investigation.** Seller shall provide all documents and written information available, and in Seller's possession, regarding the environmental condition of the Property. Buyer may, at Buyer's sole cost and expense, obtain any additional environmental information necessary for Buyer to complete its due diligence with respect to the Property. Buyer may also inspect and investigate the physical condition of the Property, and may procure, at Buyer's expense, a Phase I and or a Phase II environmental study (the "Environmental Study"). Buyer's obligation to purchase the Property is specifically conditioned upon its good faith determination that the results of its investigation and the Environmental Study are acceptable to the Buyer, in Buyer's sole discretion. Buyer may terminate this Agreement on account of an unacceptable investigation of the Property or the unacceptable environmental condition of the Property prior to the Date of Closing, by giving Seller written notice of the termination. Prior to the Date of Closing, Seller agrees to give Buyer, and its consultants, reasonable access to the Property to generally inspect the Property and the buildings located thereon, which inspection may also include, but is not limited to, the physical inspection of the Property and the buildings located thereon, the testing of the soil for the presence or absence of hazardous materials in, on or about the Property, to determine the physical condition of the Property and the buildings located thereon, and the legal compliance of the Property and to review any other matter related to the Property. In the event the Buyer determines, in its sole discretion, that there exists an unacceptable condition (environmental or otherwise), this Agreement will be null and void at the option of the Buyer. Buyer shall make this determination on or prior to the Closing Date.
8. **Moving Costs Escrow.** At Closing, the Moving Costs Escrow shall be placed in an escrow account with the Dakota County Abstract & Title Company until a period ten (10) business days after the Delivery Date to assure that the Seller/Tenant removes all personal possessions, debris and non-structural property in a timely fashion before the Delivery Date and delivers the Property to Buyer in a clean and orderly state at the Delivery Date. The Escrow Agent shall be Dakota County Abstract & Title Company. The escrow account shall be an interest bearing account. The Buyer shall pay any escrow fees to the Escrow Agent. The terms and conditions of the escrow account shall be that the Escrow Agent without notice to the Seller and without consent from the Seller shall reimburse the Buyer for any costs and expenses incurred by the Buyer after the closing date with respect to any costs to move any personal possessions, debris and non-structural property from the Property after the Property is vacated by the Seller. Buyer shall make a reimbursement request to the Escrow Agent within ten (10) business days after the Date of Delivery for any costs to move any non-structural items from the Property. In the event there are no costs to move any personal property, debris or non-structural items from the Property after ten (10)

business days passes from the Date of Delivery, then the Escrow Agent shall return the Moving Costs Escrow to the Seller/Tenant together with any interest that had accrued on the account.

9. **Delivery of Property.** Seller hereby agrees to sell to Buyer on the Closing Date and deliver the Property to Buyer on the Delivery Date, free of any liens and encumbrances, the Property and the Buyer agrees to purchase the Property on the Date of Closing.
10. **Warranty Deed.** Seller shall deliver Title by Warranty Deed and the Warranty Deed to be executed and delivered by Seller to Buyer shall convey marketable title free and clear of all mortgages, liens and encumbrances and subject only to the following exceptions:
 - a) Building, zoning and platting laws, ordinances and state and federal regulations;
 - b) Reservations of any minerals or mineral rights to the State of Minnesota
 - c) The lien of current taxes not yet due and payable;
 - d) Utility easements and road easements existing at the date hereof, which do not interfere with, the existing use of the Property.
11. **Real Estate Taxes.** Seller hereby agrees to pay all real estate taxes levied against the Property herein sold due and payable in the years prior to Closing. Any real estate taxes levied against the Property that are due and payable in the year of Closing shall be paid by the Buyer.
12. **Special Assessments.** Seller agrees to pay all levied and pending special assessments levied against the Property prior to and including the Date of Closing. Notwithstanding the foregoing, Seller shall not be assessed or obligated to pay any special assessments or utility connection charges against the Property that arise, or may arise, or are related to City Project #2003-15 (Northwest Area Sewer and Water Project). Any special assessments levied against the Property after the Date of Closing shall be paid by Buyer.
13. **Title.** After acceptance of this Agreement, Buyer, at its cost, shall obtain a Commitment of Title Insurance for the Property. The Buyer shall be allowed twenty (20) days after receipt thereof for examination of said title and making of any objection thereto, said objections to be made in writing or deemed to be waived. If any objections are so made, the Seller shall be allowed 120 days to make such title marketable. Pending correction of title, payments hereunder required shall be postponed, but upon correction of title and within the twenty-(20) days after written notice to the Buyer, the parties shall perform this Agreement according to its terms. If said title is not marketable and is not made so within 120 days from the date of written objections thereto as above provided, this Agreement shall be null and void, at option of the Buyer, neither party being liable for damages hereunder to the other party. If the title to said Property is found marketable or is so made within said time, and said Buyer shall default in any of the agreements and continue in default for a period of ten (10) days, then and in that case, the Seller may terminate this contract, time being of the essence hereof. Seller's sole and exclusive remedy for breach of this Agreement shall be cancellation of this Agreement.
14. **Environmental Warranties**
 - a. **During the time that the Seller owned the Property.**

Seller warrants to Buyer that, during the time that Seller owned the Property, no toxic or hazardous substances (including without limitation, asbestos, urea form formaldehyde, the group of organic compounds known as polychlorinated biphenyl's, and any hazardous substance as defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), 42 U.S.C. Section 9601-9657, as amended) have been generated, treated, stored, released or disposed of, or otherwise deposited in or located on

the above-described Property, including without limitation, the surface and subsurface waters of the property, nor has Seller undertaken any activity on the Property, during the time that Seller owned the Property, which caused (i) the property to become a hazardous waste treatment, storage or disposal facility within the meaning of, or otherwise bring the Property within the ambit of, the Resource Conservation and Recovery Act of 1976 ("RCRA"), 42 U.S.C. Section 6901 *et seq.*, the Minnesota Environmental Response and Liability Act ("MERLA"), or any similar state law or local ordinance or any other Environmental Law, (ii) a release or threatened release of hazardous waste from the Property within the meaning of, or otherwise bring the Property within the ambit of CERCLA, MERLA, or any similar state law or local ordinance or any other Environmental Law, or (iii) the discharge of pollutants or effluents into any water source or system, or the discharge into the air of any emissions, which would require a permit under the Federal Water Pollution Control Act, 33 U.S.C. Section 1351 *et seq.*, or the Clean Air Act, 42 U.S.C. Section 7401 *et seq.*, MERLA, or any similar state law or local ordinance or any other Environmental Law.

Seller also warrants that, during the time that Seller owned the Property, there were no substances placed, or conditions that existed, in or on the Property which may support a claim or cause of action under RCRA, CERCLA, MERLA or any other federal, state or local environmental statutes, regulations, ordinances or other environmental regulatory requirements and that there were no underground deposits which contain hazardous wastes. Seller also warrants that, during the time that Seller owned the Property, there were no underground storage tanks of any kind placed on the Property.

With the exception of those items that were disclosed by Seller and/or discovered to exist on the Property by the Buyer's environmental consultant and noted, by the Buyer's environmental consultant, within the Buyer's Environmental Investigation Report(s), Seller also warrants that, during the time that Seller owned the Property, no portion of the Property was used as a garbage or refuse dump site, landfill, waste disposal facility, waste transfer station or any other type of facility for the storage, processing, treatment or temporary or permanent disposal of waste materials of any kind, and Seller, during the time that Seller owned the Property, did not use, generate, store, release or dispose of any hazardous substances, wastes, or other materials identified as hazardous or toxic in any federal, state, local or other statute, ordinance, rule, regulation or governmental requirement on the Property.

With the exception of those items that were disclosed by Seller and/or discovered to exist on the Property by the Buyer's environmental consultant and noted, by the Buyer's environmental consultant, within the Buyer's Environmental Investigation Report(s), Seller also warrants that, during the time that Seller owned the Property, no Construction Debris (building materials, packaging, and rubble resulting from construction, remodeling, repair, and demolition of buildings and roads), Demolition Debris (solid waste resulting from the demolition of buildings, roads, and other man-made structures including concrete, brick, bituminous concrete, untreated wood, masonry, glass, trees, rock, and plastic building parts), Industrial Solid Waste (all solid waste generated from an industrial or manufacturing process and solid waste generated from non-manufacturing activities such as service and commercial establishments), Mixed Municipal Solid Waste (garbage, refuse, and other solid waste from residential, commercial, industrial, and community activities that the generator of the waste aggregates for collection), or Solid Waste (garbage, refuse, sludge from a water supply treatment plant or air contaminant treatment facility, and other discarded waste materials and sludges, in solid, semi-solid, liquid, or contained gaseous form, resulting from industrial, commercial, mining, and agricultural, operations, and from community activities, but does not include animal waste used as fertilizer) was placed on the Property.

b. Prior to the time that the Seller's owned the Property.

Seller has no knowledge that, prior to the time that the Seller owned the Property, any toxic or hazardous substances (including without limitation, asbestos, urea form formaldehyde, the group of organic compounds known as polychlorinated biphenyl's, or any hazardous substance as defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), 42 U.S.C. Section 9601-9657, as amended) were generated, treated, stored, released or disposed of, or otherwise deposited in or located on the above-described Property, including without limitation, the surface and subsurface waters of the property, or was there any activity undertaken on the Property which caused (i) the property to become a hazardous waste treatment, storage or disposal facility within the meaning of, or otherwise bring the Property within the ambit of, the Resource Conservation and Recovery Act of 1976 ("RCRA"), 42 U.S.C. Section 6901 et seq., the Minnesota Environmental Response and Liability Act ("MERLA"), or any similar state law or local ordinance or any other Environmental Law, (ii) a release or threatened release of hazardous waste from the Property within the meaning of, or otherwise bring the Property within the ambit of CERCLA, MERLA, or any similar state law or local ordinance or any other Environmental Law, or (iii) the discharge of pollutants or effluents into any water source or system, or the discharge into the air of any emissions, which would require a permit under the Federal Water Pollution Control Act, 33 U.S.C. Section 1351 et seq., or the Clean Air Act, 42 U.S.C. Section 7401 et seq., MERLA, or any similar state law or local ordinance or any other Environmental Law.

Seller has no knowledge that, prior to the time that the Seller owned the Property, there were any substances or conditions in or on the Property which may support a claim or cause of action under RCRA, CERCLA, MERLA or any other federal, state or local environmental statutes, regulations, ordinances or other environmental regulatory requirements or that there were underground deposits which contain hazardous wastes. Seller has no knowledge that, prior to the time that the Seller owned the Property, there were underground storage tanks of any kind located on the Property.

With the exception of those items disclosed by Seller and/or discovered to exist on the Property by the Buyer's environmental consultant and noted, by the Buyer's environmental consultant, within the Buyer's Environmental Investigation Report(s), Seller has no knowledge that, prior to the time that the Seller owned the Property, any portion of the Property was used as a garbage or refuse dump site, landfill, waste disposal facility, waste transfer station or any other type of facility for the storage, processing, treatment or temporary or permanent disposal of waste materials of any kind, or that any person or entity used, generated, stored, released or disposed of any hazardous substances, wastes, or other materials identified as hazardous or toxic in any federal, state, local or other statute, ordinance, rule, regulation or governmental requirement on the Property.

With the exception of those items disclosed by Seller and/or discovered to exist on the property by the Buyer's environmental consultant and noted, by the Buyer's environmental consultant, within the Buyer's Environmental Investigation Report(s), Seller has no knowledge that, prior to the time that the Seller owned the Property, any Construction Debris (building materials, packaging, and rubble resulting from construction, remodeling, repair, and demolition of buildings and roads), Demolition Debris (solid waste resulting from the demolition of buildings, roads, and other man-made structures including concrete, brick, bituminous concrete, untreated wood, masonry, glass, trees, rock, and plastic building parts), Industrial Solid Waste (all solid waste generated from an industrial or manufacturing process and solid waste generated from non-manufacturing activities such as service and commercial establishments), Mixed Municipal Solid Waste (garbage, refuse, and other solid waste from residential, commercial, industrial, and community activities that the generator of the waste aggregates for collection), or Solid Waste (garbage, refuse, sludge from a water supply treatment plant or air contaminant treatment facility, and other discarded waste materials and sludges, in solid, semi-solid, liquid, or contained gaseous form, resulting from industrial, commercial, mining, and agricultural, operations, and from community activities, but does not include animal waste used as fertilizer) was placed on the Property.

15. **Labor and Materials.** Seller warrants that as of the Closing Date and the Delivery Date there have been no labor or material furnished to the Property for which payment has not been made.
16. **Governmental Notices.** The Seller warrants that as of the Closing Date and the Delivery Date they have not received any notice from any government authorities as to violations of any laws, ordinances, or regulations with respect to the Property.
17. **Seller's Disclosure.** Seller has provided a written disclosure to Buyer. A copy of the Seller's disclosure is attached hereto and incorporated herein as Exhibit A-3. Seller shall correct in writing any inaccuracies in the disclosure as soon as reasonably possible before Closing.
18. **Wells.** There is an existing well on the Property as disclosed by Seller on a Well Disclosure form, attached hereto and incorporated herein as Exhibit A-1.
19. **Sewage Treatment System.** There is an individual sewage treatment system or septic tank on or serving the Property as disclosed by Seller in a Private Sewer System Disclosure form, attached hereto and incorporated herein as Exhibit A-2. As of the Date of Closing, the Sewage Treatment System located on the Property conforms with Minn. Rules Chapter 7080 (as amended from time to time), and any rules pertaining to Sewage Treatment Systems promulgated by Dakota County and the City of Inver Grove Heights.
20. **Lead Paint Disclosure.** [Check one of the following]
 - Seller represents that the dwelling was constructed on the Property in 1978 or later.
 - Seller represents that the dwelling was constructed on the Property before 1978. (If such housing is located on the Property, attached hereto and made a part of this Purchase Agreement as Exhibit A-6 is the Lead Paint Addendum for Housing Constructed before 1978).
21. **Methamphetamine Disclosure.** [Check one of the following]
 - To the best of Seller's knowledge, methamphetamine production has not occurred at the Property.
 - To the best of Seller's knowledge, methamphetamine production has occurred at the Property as provided in the Methamphetamine Disclosure Statement, attached hereto and incorporated herein as Exhibit A-7.
22. **Conditions Precedent.** The Buyer's obligation to close this transaction is expressly contingent upon the Buyer determining the following to be satisfactory and acceptable to Buyer, in the Buyer's sole judgment and opinion, on or before the Closing Date:
 - (a) any recorded easements to which the Property is subject;
 - (b) the status of any encumbrances and the marketability of title with respect to the Property;
 - (c) any physical encroachments on the Property;
 - (d) the soil, ground, engineering, structural, physical, geological and legal inspections of the Property;
 - (e) the environmental condition of the Property;
 - (f) the physical condition of the Property and the buildings located thereon;
 - (g) each and all of Seller's representations and warranties set forth in this Agreement being true and correct on the Closing Date;

- (h) prior to, and as a condition of closing, the Seller signing a WAIVER, RELEASE AND COVENANT NOT TO SUE in the form attached hereto and incorporated herein as Exhibit A-4;
- (i) prior to, and as a condition of closing, Seller and Buyer signing a Stipulation of Dismissal of that certain eminent domain action (Dakota County District Court File No. C3-07-11336), a copy of which is attached hereto and incorporated herein as Exhibit A-5; and
- (j) prior to, and as a condition of closing, Seller and Buyer executing the Residential Lease Agreement, in the form attached hereto and incorporated herein by reference as Exhibit B, for the lease of the Property from Buyer back to the Seller after Closing.

In the event the Buyer determines, in Buyer's sole discretion, that any of the conditions precedent cannot be met, this Agreement will be null and void.

23. **Delivery of Possession and Removal of Personal Property.** The Seller further agrees to deliver possession of the Property at the Date of Delivery, and that, prior to delivery of possession of the property, all personal property, furnishings, rubbish, debris, and other materials shall be removed from the Property by the Seller at the Seller's expense. The condition of the property shall be verified by the Buyer or the Buyer's representative prior to Closing and prior to the Date of Delivery. Notwithstanding the required removal of personal property and debris described in this section, the Buyer accepts the buildings and structures on the Property in their "As Is" condition. Moreover, notwithstanding the required removal of personal property and debris described in this section, **THE SELLER SHALL BE ENTITLED TO REMOVE FROM THE PROPERTY THE REFRIGERATOR, WASHER AND DRYER, BUT NOT THE STOVE AND OVEN, THE KEYSTONE BLOCK (WHICH SHALL NOT BE ALTERED OR REMOVED IN ANY FASHION AND SHALL REMAIN ON THE PROPERTY), THE BUILT-IN ENTERTAINMENT CENTER, AND THE OUTSIDE DECK (WHICH SHALL NOT BE ALTERED OR REMOVED IN ANY FASHION, NOR ANY OTHER PROPERTY, ALL OF WHICH SHALL REMAIN ON THE PROPERTY.**
24. **Indemnification.** The Seller agrees to indemnify and hold Buyer harmless from any costs, expenses, and/or claims associated with, occasioned by, or arising out of conditions, pollutants or contaminants discovered on the Property by Buyer's inspection of the Property or by the tests or surveys conducted by Buyer relating to the Property.
25. **Relocation Benefits.** Initially, the Buyer offered to purchase an easement over a portion of the Seller's Property as required for the Buyer's Improvement Project. Seller requested that the CITY acquire the entire Property in fee. The Buyer appraised the Property and determined the Seller's Relocation Benefit eligibility pursuant to Minnesota Statutes, Chapter 117. The Buyer engaged professional appraisal and relocation consultants to determine the Property's fair market value and to determine the Seller's Relocation Benefit eligibility. The Seller acknowledges and agrees that the Buyer has complied with the requirements of Minnesota Statutes, Chapter 117 concerning the determination of Seller's eligibility for Relocation Benefits. Buyer and Seller agree that this is a voluntary sale by Seller. Buyer represents that Buyer would not acquire the Property in the event that negotiations between Buyer and Seller had failed to result in an amicable agreement. If the transaction set forth by this Agreement is not completed, the Buyer has no present intent to acquire the property by eminent domain and has not considered the use of eminent domain to acquire the entire Property. If this Agreement is terminated for any reason, the Seller is free to retain ownership of the Property or to sell the Property on the private market.

THE SELLER AND BUYER AGREE THAT THE RELOCATION BENEFITS SET FORTH IN SECTION 3 OF THIS AGREEMENT INCLUDES ANY AND ALL PAYMENTS TO WHICH THE SELLER MAY BE ENTITLED UNDER ANY APPLICABLE STATE OR FEDERAL LAW OR REGULATIONS PROVIDING FOR RELOCATION ASSISTANCE, SERVICES, PAYMENTS AND BENEFITS OF ANY KIND. THE BUYER HAS ARRANGED FOR A RELOCATION CONSULTANT TO MEET WITH THE SELLER. AS STATED IN SECTION 3, THE RELOCATION CONSULTANT HAS DETERMINED THE AMOUNT OF RELOCATION BENEFITS FOR WHICH THE SELLER IS ELIGIBLE FOR THE SELLER HAS BEEN PROVIDED WITH THE COMPLETED RELOCATION BENEFITS ANALYSIS FOR REVIEW. AS A CONDITION OF CLOSING, SELLER SHALL SIGN A WAIVER, RELEASE AND COVENANT NOT TO SUE, THE FORM OF WHICH IS ATTACHED HERETO AS EXHIBIT A-4. IF THE SELLER DOES NOT SIGN THE WAIVER, RELEASE AND COVENANT NOT TO SUE AS PART OF CLOSING, THIS AGREEMENT WILL BE TERMINATED AND THE SELLER WILL BE FREE TO RETAIN OWNERSHIP OF THE PROPERTY OR TO SELL THE PROPERTY ON THE PRIVATE MARKET.

26. **CONDEMNATION.** A portion of the Property has been acquired by the Buyer through the eminent domain process – Dakota County District Court File No. C3-07-11336. The acquisition of a portion of the Property by Buyer shall not terminate this transaction. The Buyer has condemned a portion of the Property and has deposited (\$46,100.00) with the District Court the approved appraisal of value for that portion of the Property that the Buyer acquired through eminent domain. Provided the Seller is paid the full Purchase Price at Closing as set forth in Section 6, the Seller agrees that the Buyer shall be entitled to request, obtain the release of, and retain as the Buyer's from the District Court the amount deposited (\$46,100.00) plus any interest thereon and that Seller waives any right to make any claim against the amount deposited and any interest that may have accrued thereon.
27. Buyer and Seller agree that the Purchase Price listed in this Agreement represents the fair market value of the Property which has been determined by an appraisal or other method of valuation acceptable to the Buyer and Seller.
28. The representations, warranties, and covenants of the Buyer and Seller contained in this Agreement shall be true as of the Date of Closing and remain true through the Date of Delivery and shall survive the conveyance of the Property and shall not be merged with the Warranty Deed.
29. Nothing in this Agreement, expressed or implied, is intended to confer upon any person other than the parties hereto and the heirs, executors, personal representatives, successors and assigns, any rights or remedies under or by reason of the Agreement. No assignment of this Agreement or any rights or obligations hereunder shall be effective unless the written consent of the other party is first obtained.
30. This Agreement may be amended only by a written instrument executed by the Buyer and Seller.
31. This Agreement embodies the entire agreement between the parties with relation to the transaction provided for herein, and there have been and are no covenants, agreements, representations, warranties, or restrictions between the parties with regard thereto other than those set forth herein.
32. All references in the Agreement to "the date of this Agreement" shall be deemed to refer to that date set forth in the introductory clause of this Agreement.
33. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota.

34. **Time is of the Essence.** Time is of the essence in the closing of this transaction. Unless the Closing Date is extended by mutual agreement, the closing shall occur on or before the Closing Date.
35. **Closing Costs.** Buyer agrees to pay all costs of Closing except the following costs which shall be paid by Seller:
- a) costs of perfecting marketable title to the Property;
 - b) costs of obtaining and filing any documents necessary to prove clear title;
 - c) any unpaid assessments or municipal utility charges.
36. **Lease of Property after Closing.** From and after the Date of Closing, Seller shall be entitled to retain possession of the Property until the Delivery Date in accordance with the terms and provisions of that certain Residential Lease Agreement, attached hereto and incorporated herein by reference as Exhibit B.
37. In the event any one or more of the provisions of this Agreement, or any application thereof, shall be found to be invalid, illegal, or otherwise unenforceable, the validity, legality, and enforceability of the remaining provision or any application thereof shall not in any way be affected or impaired thereby.
38. This Agreement may be executed in any number of counter parts; each of which shall be an original, but such counterparts together shall constitute one and the same instrument.
39. Any notice required to be given by Seller to Buyer shall be deemed to have been given on the day of delivery if personally delivered, or if by mail, three (3) days after the date that it is deposited in the United States Mail, postage prepaid, sent by certified mail and addressed as follows:
- City of Inver Grove Heights**
Attn: Joe Lynch
8150 Barbara Avenue
Inver Grove Heights, MN 55077
40. Any notice required to be given by Buyer to Seller shall be deemed to have been given on the day of delivery if personally delivered, or if by mail, three (3) days after the date that it is deposited in the United States Mail, postage prepaid, sent by certified mail and addressed as follows:
- Nancy J. Lindell**
7456 South Robert Trail
Inver Grove Heights, MN 55077
41. Seller represents and warrants to Buyer that, as of the date of this agreement, the Seller and the Seller's immediate family are the only occupants of the Property.
42. Each party represents to the other that it has not retained nor otherwise dealt with or entered into any agreement or understanding to compensate any brokers or finders in connection with this transaction. Buyer and Seller each agree to indemnify the other against any loss, cost or expense, including attorneys' fees, as a result of any claim for a fee or commission asserted by any broker or finder with respect to this Agreement or the consummation of the transactions contemplated hereby whose claim arises through alleged dealings with him or her by such indemnifying party.

[Remainder of Page Intentionally Left Blank]

I (We), the undersigned, owner of the above-described Property, do hereby accept this Agreement and sale hereby made.

By: 
Nancy J. Lirdell

The City of Inver Grove Heights as Buyer, agrees to purchase the above-described Property for the price and on the terms and conditions set forth above.

By: _____

Its: Mayor

By: _____

Its: Deputy City Clerk

Exhibit A
Legal Description of the Property

That part of the Southwest Quarter (SW1/4) of the Northwest Quarter (NW1/4) described as follows: Commencing at a point 33 feet North of Southwest corner of Northwest Quarter (NW1/4) of Section Eight (8) Township Twenty-seven (27), Range Twenty-two (22), thence East 254.3 feet to a point; thence North parallel with the West line of said Section, 200 feet to a point, thence West 254.3 feet to the Section line; thence South along said Section line to the point of beginning, according to the U.S. Government survey thereof, Dakota County, Minnesota.

That part of the Southwest Quarter of the Southwest Quarter of the Northwest Quarter of Section 8, Township 27 North, Range 22 West, Dakota County, Minnesota, described as follows:

Commencing at the Southwest corner of said Northwest Quarter; thence Northerly along the West line of said Section 8, a distance of 233.00 feet; thence South 89 degrees 45 minutes 42 seconds East (assumed bearing) parallel with the South line of said Northwest Quarter, a distance of 254.30 feet to the point of beginning of the parcel to be described; thence south 89 degrees 45 minutes 42 seconds East, 32.86 feet; thence South 48 degrees 30 minutes 30 seconds East, 157.52 feet; thence South 57 degrees 31 minutes 11 seconds West, 177.84 feet to a point which is 200.00 feet South of the afore-described point of beginning, measured parallel with said West line; thence Northerly to the point of beginning, and there terminating.

Exhibit B
Residential Lease Agreement

IN CONSIDERATION OF Landlord leasing the Property to Tenant at no monthly rental amount (Section 8 hereof) for the duration of this Lease Agreement, Tenant releases the Landlord from its obligation to pay the Relocation Benefits as provided in the Purchase Agreement dated August 11, 2008. Tenant acknowledges and agrees that the ability to occupy the Property at no monthly rental amount (Section 8 hereof) for the duration of this Lease is adequate and fair consideration for all Relocation Benefits to which Tenant may be entitled. Tenant further acknowledges and agrees that accepting the ability to occupy the Property at no monthly rental amount (Section 8 of the Lease Agreement) for the duration of this Lease in lieu of all Relocation Benefits to which Tenant may be entitled is adequate and fair consideration.

1. Landlord and Tenant also agree to the following terms.
2. **TENANTS.** (Each adult who signs this Lease is a "Tenant.") Nancy J. Lindell, a single person. The Tenant and the Tenant's immediate family shall be the only occupants of the Property.
3. **LANDLORD.** City of Inver Grove Heights, a Minnesota municipal corporation.
4. The **Premises** ("Premises") means the dwelling located at 7456 South Robert Trail, Inver Grove Heights, MN 55075.
5. **Starting Date of Possession** shall be September 11, 2008; Subject to the early termination by the Tenant, the **Ending Date of Possession** shall be, on or before, **March 11, 2009**.
6. **Term of Lease.** Subject to Section 7 hereof, the Term of the Lease shall be Six months; terminating on **March 11, 2009**; provided however, Tenant may cancel this Lease upon thirty (30) days advance written notice to the Landlord.
7. **Option to Renew Lease.** Tenant may renew the lease for two (2) additional periods of six (6) months each under the same terms and provisions contained herein. Consequently, the term of this Lease shall never extend beyond **March 11, 2010**.
8.

Monthly Rent	\$-0-
Late Fee	\$-0-
Security Deposit	\$-0-
9. **Utilities.** Throughout the term of this Lease, Tenant shall pay directly to the Service provider the following Utility charges: Natural gas, water and sewer, electricity, fuel oil, garbage collection, telephone, cable communication, internet, any other utility or service pertaining to the Premises. At the Delivery Date, all charges for utilities used by Tenant shall be paid in full by Tenant. Landlord may use the Moving Costs Escrow established in the Purchase Agreement to pay any utility charges that remain unpaid on the Delivery Date.
10. **Minor Repairs.** Minor Repairs shall mean any repair, replacement or maintenance costing less than \$5,000 for a single repair, replacement or maintenance. Such Minor Repairs include, but are not limited to, window breakage and minor plumbing repairs.
11. **Major Repairs.** Major Repairs shall mean any repair, replacement or maintenance costing more than \$5,000 for a single repair, replacement or maintenance. Such Major Repairs include, but are not limited to, furnace replacement and re-roofing.

12. **THE FOLLOWING APPLIANCES ARE INCLUDED FOR USE DURING THE LEASE TERM:** Refrigerator, Clothes Washer, Kitchen Stove, Clothes Dryer, Microwave Oven, Window Unit Air Conditioner, Dishwasher, Gas Grill, and Trash Compacter.
13. The person authorized to manage the Premises and accept service of process and receive and give receipts for notices on behalf of the Landlord is:
City of Inver Grove Heights
Attn: Joe Lynch
8150 Barbara Avenue
Inver Grove Heights, MN 55077
14. List any additional agreements here. Attach a copy of each additional agreement to each copy of the Lease.

NONE

TERMS OF THIS LEASE

1. **OCCUPANCY AND USE.** Only the Tenants listed above may live in the Premises, except as allowed by law. The Premises, Utilities and Services shall be used only for common residential uses.
2. **RENT.** Tenant shall be permitted to occupy the Premises for the duration of the Lease without paying rent.
3. **UTILITIES.** Tenant shall pay for all costs and expenses for any utility service, including but not limited to telephone, gas and electric, at the Premises during the Lease term.
4. **TENANT PAYS FOR DAMAGE.** Tenant shall pay for all loss, cost, repair, or maintenance for any damage that exists or occurs at the Premises during the Lease term.
5. **TENANT PAYS FOR MINOR REPAIRS.** Tenant shall pay for all costs and expenses for any Minor Repairs that exists or occur at the Premises during the Lease term.
6. **LANDLORD PAYS FOR MAJOR REPAIRS.** Landlord shall pay for all costs and expenses for any Major Repairs that exists or occur at the Premises during the Lease term.
7. **LANDLORD PAYS FOR REAL ESTATE TAXES.** Landlord shall pay, during the term of the Lease, the real estate taxes for the Premises.
8. **ATTORNEY'S FEES.** The court may award reasonable attorney's fees and costs to the party who prevails in a lawsuit about the tenancy.
9. **PREMISES INSPECTION.** Landlord and Tenant inspected the Premises together and signed an inspection sheet before signing this Lease. A copy is attached. When the Lease ends, Tenant must remove any debris and must leave the home in a clean and orderly state. At the termination of the Lease and prior to the release of the Moving Costs Escrow, Landlord and Tenant shall inspect again and complete a second inspection sheet. If the Tenant fails to remove all personal property, furnishings, rubbish, debris, and other materials from the Property at the termination of the Lease, the Tenant shall be responsible for the payment of all costs and expenses incurred by Landlord to remove the personal property. Landlord shall be entitled to collect any sum which may become due under this provision by drawing upon the Moving Costs Escrow.
10. **TENANT'S PROMISES.**
 - A. Tenant shall make necessary Minor Repair, and property maintenance of the Premises.
 - B. Tenant shall, as soon as known, notify the Landlord of the need to make any Major Repair.
 - C. Tenant shall not allow damage to the Premises.
 - D. Tenant shall not allow waste of the Utilities or services.
 - E. Tenant shall make no alterations or additions to the Premises.
 - F. Tenant shall remove no fixtures.
 - G. Tenant shall not paint the Premises without Landlord's written consent.
 - H. Tenant shall keep the Premises clean and tidy.
 - I. Tenant shall not unreasonably disturb the peace and quiet of others.
 - J. Tenant shall not interfere with the management of the Premises and shall not allow Tenant's guests to do so.
 - K. Tenant shall use the Premises only as a private residence.
 - L. Tenant shall not use the Premises in any way that is unlawful, illegal, or dangerous.

- M. Tenant shall not use the Premises in any way that would cause a cancellation, restriction or increase in premium in Landlord's insurance.
 - N. Tenant shall not use or store in or near the Premises any inflammable or explosive substances in an unsafe manner.
 - O. Tenant shall notify Landlord in writing of any repairs that Tenant will make.
 - P. Tenant shall recycle or dispose of trash in the containers provided for those purposes.
 - Q. Tenant shall maintain the Premises such as cutting the lawn, removing the snow and keeping the walkways free of ice.
 - R. Tenant shall, if applicable, drain the swimming pool on the Premises.
11. **TENANT'S TELEPHONE.** At the commencement of the Lease Term, Tenant shall give Landlord the Tenant's home phone number and any other numbers at which the Tenant may be typically reachable.
12. **RESTRICTIONS.**
- A. **Waterbeds.** Tenant shall not have water beds or other water-filled furniture on the Premises.
 - B. **Pets.** With the exception of one cat, Tenant shall not have any additional animals or pets on the Premises without Landlord's prior written approval.
 - C. **Locks.** Tenant shall not add or change locks. At Tenant's request, Landlord will change the locks or have the lock cylinders re-keyed at Tenant's expense. If the locks do not meet current municipal codes or regulations, Landlord shall change the locks at Tenant's expense.
 - D. Tenant shall not allow swimming in the swimming pool on the Premises.
13. **LANDLORD RIGHT TO ENTER.** Landlord may enter the Premises for a reasonable business purpose. Landlord must first make a good faith effort to give Tenant reasonable notice of the intent to enter. Landlord may enter the Premises in an emergency. Landlord must disclose the date, time and purpose of the emergency entry in writing. The writing must be left in a conspicuous place in the Premises.
14. **DAMAGE OR INJURY TO TENANT OR TENANT'S PROPERTY.** Landlord is not responsible for any injury or damage that was not caused by a willful act or the willful failure to act of landlord.
15. **INDEMNIFICATION.** Tenant will indemnify, defend and hold the City harmless from any claims from third parties arising out of use of the Premises during the term of the lease, except claims caused by the intentional acts of the City or the gross negligence of the City.
16. **WAIVER AND RELEASE.** Tenant, for itself and its successors and assigns hereby waives and forever releases the Landlord from all liability, and from all claims arising out of or related to the use of the Premises during the term of the lease, except claims caused by the intentional acts of the City or the gross negligence of the City.
17. **INSURANCE.** Tenant must obtain Renter's insurance to cover Tenant's personal possessions and provide proof of said insurance to Landlord prior to the commencement of the term. Tenant must also carry general liability insurance for the property in the amount of \$1,000,000 combined single limit (bodily injury and property damage); with respect to the general liability insurance policy, the Landlord will be named as an additional insured; this policy will bear an endorsement to the effect that the policy cannot be cancelled or changed without at least ten (10) prior written notice to the Landlord. Landlord will obtain and be responsible for the payment of insurance premiums relating to fire, casualty, and windstorm.

18. **NOTICE OF DANGEROUS CONDITIONS.** Tenant shall promptly notify Landlord of any conditions that might cause damage to the Premises or waste Utilities or Services. The notice may be oral or in writing.
19. **ASSIGNMENT AND SUBLETTING.** Tenant shall neither assign Tenant's rights under the lease nor sublet part or all of the Premises without Landlord's written consent. The consent may be withheld for any reason or no reason.
20. **MOVING OUT OR HOLDING OVER.** Tenant must remove all personal possessions, non-structural property, personal property, furnishings, rubbish, debris, and other materials from the Property not later than 11:59 p.m. on the Ending Date. If the Tenant does not remove all personal possessions, non-structural property, personal property, furnishings, rubbish, debris, and other materials from the Property prior to the Ending Date, in addition to becoming responsible for the payment of the costs to remove the personal property which may be incurred by Landlord, the Tenant shall pay \$250 for each day that the Tenant wrongfully remains at the Premises. Landlord shall be entitled to collect any sum which may become due under this provision by drawing upon the Moving Costs Escrow.
21. **VACATING.** When moving out, Tenant must:
 - A. Leave the Premises in the same condition as at the start of the Lease, except for ordinary wear and tear and fire or casualty loss.
 - B. Completely vacate the Premises, including storage units, garage and grounds.
 - C. Give Landlord a forwarding address.
 - D. Give Landlord all keys and personal property issued to Tenant for Tenant's use such as garage door openers. If Tenant does not return all keys within twenty-four (24) hours or vacating, Landlord may change the locks and charge reasonable costs to Tenant.
22. **PREMISES DESTROYED, UNINHABITABLE OR UNFIT FOR OCCUPANCY.**
 - A. If for any reason, in the Landlord's sole opinion, the Premises is destroyed or becomes totally uninhabitable or completely unfit for occupancy anytime during the Term of Lease, Landlord may terminate this Lease. Landlord shall give prompt written notice of such a termination to Tenant and, if said termination occurs within the first six months of the Lease and is caused by no fault or neglect of Tenant or a person under Tenant's direction or control, then Landlord shall reimburse Tenant her pro-rata share (based on a 180 day term) of the \$8,000 in Relocation Benefits that Tenant waived in exchange for no monthly rental obligation for the Premises.
23. **BREACH OF LEASE [RE-ENTRY CLAUSE].** If Tenant materially breaches this Lease, Landlord may demand in writing that Tenant immediately give up possession of the Premises. If Tenant does not give up possession, Landlord may bring an eviction action (unlawful detainer action).
24. **EXERCISE OF RIGHTS AND REMEDIES.** Either party may use any or all of its legal rights and remedies. The use of one or more rights or remedies is not an election of remedies.
25. **SUBROGATION.** Tenant and Landlord give up all rights of subrogation against the other for loss or damage covered by insurance.
26. **TERMS.** Where appropriate, singular terms include the plural and plural terms include the singular.

27. **MISREPRESENTATIONS.** Any materially false statement made by either Landlord or Tenant to the other that induces the signing of this Lease is a breach of this Lease.
28. **NO ORAL AGREEMENTS.** No oral agreements have been made. This Lease with its attachments is the entire agreement between Landlord and Tenant.
29. **NOTICES.** A notice or demand mailed to or handed to any one of the Tenants named above is notice to all Tenants.
30. **NOTICE OF PROHIBITION AGAINST UNLAWFUL ACTIVITIES.**
- A. Landlord and Tenant shall not unlawfully allow controlled substances in the Premises. The Premises will not be used by Tenant or persons under Tenant's control to manufacture, sell, give away, barter, deliver, exchange, distribute or possess with the intent to sell, give away, barter, deliver, exchange, or distribute a controlled substance in violation of any local, state or federal law.
 - B. Landlord and Tenant shall not allow prostitution or prostitution-related activity as defined in Minn. Stat. §617.80, subdivision 4, to occur on the Premises or in the common area and cartilage of the Premises.
 - C. Landlord and Tenant shall not allow the unlawful use or possession of a firearm in violation of Minn. Stat. §609.66, subdivision 1a, §624.713 on the property, its lands, or common area.

The following notice is required by Minn. Stat. §504B.305. A seizure under §609.5317, subd. 1, for which there is not a defense under §609.5317, subd. 3, constitutes unlawful detention by Tenant.

31. **LEAD PAINT WARNING AND DISCLOSURE. HOUSING BUILT PRIOR TO 1978.**

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally-approved pamphlet on lead poisoning prevention.

- A. **Hazards Disclosed.** Landlord knows of the following lead-based paint or lead-based paint hazards on the Premises (If none, state "none") _____

- B. **Reports Disclosed.** Landlord has provided Tenant with the following, which are all records and reports available to Landlord pertaining to lead-based paint or lead-based paint hazards on the Premises. (If no such records or reports are available to Landlord, state "none.") _____

- C. **Tenant's Acknowledgment.** Tenant has received the records or reports noted in paragraph B., above and a copy of the pamphlet, *Protect Your Family from Lead in Your Home*, EPA publication EPA747-K-94-001.
- D. **Agent's Acknowledgment.** Agent has informed Landlord of Landlord's obligations under 42 U.S.C. 4852(d) and is aware of agent's responsibility to ensure compliance.

Agent's initials: Not applicable; There has not been an Agent involved with this lease.

By signing below, Landlord, Tenant and Agent certify the accuracy of the statements in the above paragraph.

Landlord Date

Tenant Date

Not Applicable
Agent Date

32. **CHANGES TO LEASE.** Landlord and Tenant may change the terms of this Lease in writing.

33. **SMOKING.** (check one) Tenant may allow smoking on the Premises.
 Tenant shall not allow smoking on the Premises.

34. **ADDITIONAL TERMS.**

[Remainder of Page Intentionally Left Blank]

Landlord and Tenant Agree to the Terms of this Lease

TENANTS:

By: _____
Nancy J. Lindell

LANDLORD:

By: _____
George Tourville
Its: Mayor

By: _____
Melissa Rheaume
Its: Deputy City Clerk

RECEIPT BY TENANT(S)

I have received a signed original or copy of this Lease.

TENANTS:

_____ Date: _____

_____ Date: _____

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Resolution Approving Joint Powers Agreement (JPA) with Dakota County for Construction of a Segment of the Mississippi River Regional Trail (MRRT)

Meeting Date: August 11, 2008
 Item Type: Consent
 Contact: Scott D. Thureen, 651-450-2571
 Prepared by: Scott D. Thureen, Public Works Director
 Reviewed by: 

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED

Consider resolution approving Joint Powers Agreements with Dakota County for construction of a segment of the Mississippi River Regional Trail (MRRT).

SUMMARY

The Dakota County Parks Department requested that the City include a bid alternate in its construction plans for City Project No. 2003-03 that provided for grading the east boulevard of Inver Grove Trail, between the railroad bridge located south of Pine Bend Elementary School and Trunk Highway 52, to prepare it for future trail construction by the County. The County contracted with the City's consultant for City Project No. 2003-03, Kimley-Horn and Associates, to make the necessary changes for the City's construction plans. The contract that the City awarded for City Project No. 2003-03 did not include the bid alternate. However, the contractor has confirmed that he would honor his bid prices for the alternate if the City desires to add the work as a change order. The contractor would have still been the low bidder on City Project No. 2003-03 if the City had decided to award based on including that bid alternate.

The subject JPA addresses the responsibilities of the City and the County for construction and maintenance. All of the additional cost associated with the trail work would be reimbursed by Dakota County.

I recommend adopting of the resolution approving the JPA.

SDT/rs

Attachment: Joint Powers Agreement

JOINT POWERS AGREEMENT
BETWEEN
THE COUNTY OF DAKOTA
AND
THE CITY OF INVER GROVE HEIGHTS
FOR

Construction related to an additional segment of the Mississippi River Regional Trail (MRRT) in Inver Grove Heights, MN.

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

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

WHEREAS, the Parties have completed a feasibility study on the construction of additional segments of the MRRT along Cahill Avenue/Inver Grove Trail in the City; and

WHEREAS, the City has a contract for and is currently undertaking a street and sanitary sewer construction project (City Project No. 2003-03), along Inver Grove Trail; and

WHEREAS, the County has requested City to amend and modify its street construction plans to accommodate future MRRT construction along said street; and

WHEREAS, City is willing to modify and amend its construction plans and construction to accommodate future trail construction on the condition that the County assume the costs of any additional construction work; and

WHEREAS, the County and the City support the need for the projects; and

WHEREAS, the County and the City will share project responsibilities; and jointly participate in project costs associated with engineering, road construction, and related activities as set forth in this agreement.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. Engineering. The City shall prepare the necessary plan sheets, specifications, and construction change orders, and shall perform the engineering and inspection required to complete the items of work requested by the County as specified in this agreement.

2. Construction Costs. The contract cost of the work and, if portions of the work are not contracted, the cost of all labor, materials, and equipment rental required to complete the work shall constitute the actual "Construction Cost" and shall be referred to as such in this agreement. County has requested that City direct its design engineer and contractor to prepare plans for, and construct, a "shelf" or level graded area adjacent to Inver Grove Trail to facilitate future construction of an additional segment of the MRRT. In addition, the City agrees to install approximately 1325 feet of additional curb and gutter as part of the street project to facilitate future construction of the MRRT segment. The parties anticipate that the costs of the additional work requested by County will total approximately Forty Thousand Dollars (\$40,000). County agrees to be solely responsible for these additional costs and agrees to pay said amount to City as set forth herein, together with the costs for the City to provide construction inspection and contract administration. All other costs of the street and sewer project will be the responsibility of City or may be specially assessed against other benefited properties by the City.

3. City Utilities. Except as stated in this Agreement, the City shall pay all other costs for new storm sewer, storm water ponding and other drainage facilities, sanitary sewer, water mains and appurtenances, and roadway lighting constructed as part of this project.

4. Plans and Specifications. The City will prepare complete grading, paving and traffic control plans and specifications. The City and the County shall approve the revised plans and specifications prior to issuing a construction change order to the City's contractor.

5. City's Responsibility. The City Engineer will be the contract manager for the Project and will communicate and coordinate work related to the Project with County staff. The City shall perform appropriate Project administrative services, including, without limitation, representation of the Parties with regard to activities of the contractor at the construction site,

periodic observations of the work at the construction site, initiation of appropriate action to prevent or have corrected, as appropriate, any work observed not to be in accordance with the Contract Documents, processing of Change Orders, and processing contractor pay requests. City shall coordinate financing, cost sharing, public relations, legal publication, and permitting issue as they arise. City shall not be responsible for the acts or omissions of the contractor, nor shall City be responsible for construction means, methods, techniques, sequences, procedures or safety precautions at the construction site.

6. Payment. The City will administer the contract and act as the paying agent for all payments to the Contractor. Payments to the Contractor will be made as the project work progresses and when certified by the City Engineer. The City, in turn, will bill the County for the Project costs, estimated to be \$40,000.00, for construction; plus, the City costs for construction inspection and contract administration. Upon presentation of an itemized claim by one agency to the other, the receiving agency shall reimburse the invoicing agency for its share of the costs incurred under this agreement within 30 days from the presentation of the claim. If any portion of an itemized claim is questioned by the receiving agency, the remainder of the claim shall be promptly paid, and accompanied by a written explanation of the amounts in question. Payment of any amounts in dispute will be made following good faith negotiation and documentation of actual costs incurred in carrying out the work.

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

8. Final completion. Final completion of the construction project must be approved by both parties.

9. Storm Sewer Maintenance. Upon acceptance of the project, the City shall be responsible for storm sewer maintenance and all other City utilities within the Inver Grove Trail right of way.

10. Sidewalks and Bike Trails. Upon acceptance of City Project No. 2003-03, the City shall be responsible for boulevard (the area of the “shelf” for future trail construction); maintenance until such time as County constructs the MRRT. The County shall be responsible for the maintenance of the MRRT.

11. Pavement Maintenance. Upon acceptance of the project by the County and the City, the City shall be responsible for all roadway pavement maintenance within City right of way.

12. Restoration of drainage. The City is constructing its street and sewer project in 2008. The parties acknowledge and agree that the cross-section of the street being built is being modified in the area of the “shelf” to accommodate the future trail construction. The modification of the cross-section may have a negative impact on storm water runoff from the street. If the County has not completed its MRRT trail construction in this area by October 1, 2013, or if the area experiences damages caused by storm water runoff resulting from changes in the cross-section requested by the County, the County will either remove the additional curb and gutter and restore the cross-section of the street to the original plan, or provide an alternative plan for the City’s approval, to prevent additional damages from occurring. All corrective work will be undertaken by County at its sole expense.

13. Right-of-Way. The City is building Inver Grove Trail on a City street easement. If additional right-of-way is required for construction of the MRRT in this area, the County will be solely responsible for obtaining any additional necessary right-of-way for trail construction at County expense.

14. Rules and Regulations. The County and the City shall abide by Minnesota Department of Transportation and State statutes as applicable to carrying out the work contemplated in this agreement.

15. Indemnification. The City agrees to defend, indemnify, and hold harmless the County against any and all claims, liability, loss, damage, or expense arising under the provisions of this Agreement and caused by or resulting from negligent acts or omissions of the City and/or those of City employees or agents. The County agrees to defend, indemnify, and hold harmless the City against any and all claims, liability, loss, damage, or expense arising

under the provisions of this Agreement for which the County is responsible. Both parties to this agreement recognize that liability for any claims arising under this agreement are subject to the provisions of the Minnesota Municipal Tort Claims Law; Minnesota Statutes, Chapter 466. In the event of any claims or actions filed against either party, nothing in this agreement shall be construed to allow a claimant to obtain separate judgments or separate liability caps from the individual parties.

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

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

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

19. Authorized Representatives. The County's authorized representative for the purpose of the administration of this Agreement is _____, 14955 Galaxie Avenue, 3rd Floor, Apple Valley, MN 55124-8579, phone (952) 891-_____, or his successor. The City's authorized representative for the purpose of the administration of this Agreement is _____, Public Works Director, or his successor. All notices or communications required or permitted by this Agreement shall be either hand delivered or mailed by certified mail, return receipt requested, to the above addresses. Either party may change its address by written notice to the other parties. Mailed notice shall be deemed complete two business days after the date of mailing.

20. Term. This Agreement shall be effective as the date of the signatures of the parties and shall remain in effect until completion of, and payment for, the Project to the satisfaction of both the City and County, unless earlier terminated by written agreement of the Parties.

21. Amendments. Any alterations, variations, modifications, or waivers of the provisions of this Agreement, shall only be valid when they have been reduced to writing and signed by authorized representatives of the parties.

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

CITY OF INVER GROVE HEIGHTS

RECOMMENDED FOR APPROVAL:

Public Works Director

By _____
Mayor

APPROVED AS TO FORM:

(SEAL)

City Attorney

By _____
City Clerk

Date _____



DAKOTA COUNTY

RECOMMENDED FOR APPROVAL:

By _____
Physical Development Director

County Engineer

Date _____

County Traffic Engineer

APPROVED AS TO FORM:

County Attorney Date

COUNTY BOARD RESOLUTION

No. _____ Date _____

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Resolution Approving Plans and Specifications and Authorizing Obtaining Quotes for City Project No. 2007-05 – Northwest Area (NWA) Storm Sewer Emergency Overflows, Argenta Hills Regional Basin SP-17

Meeting Date: August 11, 2008
Item Type: Consent
Contact: Scott D. Thureen, 651-450-2571
Prepared by: Scott D. Thureen, Public Works Director
Reviewed by: *SDT*

Fiscal/FTE Impact:	
<input 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: Northwest Area Storm Water Fees

PURPOSE/ACTION REQUESTED

Consider resolution approving plans and specifications and authorizing obtaining quotes for Argenta Hills Regional Basin SP-17 Emergency Storm Water Overflows.

SUMMARY

On July 14, 2008, the City Council authorized the preparation of construction plans and specifications for the emergency overflow for a regional storm water basin in the NWA. This is one of the overflows identified in the overall storm water plan for the NWA that was prepared by Emmons and Olivier Resources, Inc. in 2007. The funding policy for the NWA calls for the overflow facilities from regional storm water basins to be funded from the NWA Storm Water Area Plat and Connection Fees.

This project is estimated to cost less than \$100,000. Under the recently enacted legislation, the City can seek quotes for projects valued at less than \$100,000. We propose to request quotes from at least three contractors that are currently working in Inver Grove Heights.

I recommend that the Council adopt the resolution.

SDT/rs
Attachment: Resolution

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

**RESOLUTION APPROVING PLANS AND SPECIFICATIONS AND AUTHORIZING OBTAINING
QUOTES FOR CITY PROJECT NO. 2007-05 – NORTHWEST AREA (NWA) STORM WATER
EMERGENCY OVERFLOWS, ARGENTA HILLS REGIONAL BASIN SP-17**

RESOLUTION NO. _____

WHEREAS, City Council received the feasibility study for the Northwest Area (NWA) Storm Water Overflows, Argenta Hills, ordered the project and authorized the preparation of construction plans and specifications on July 14, 2008; and

WHEREAS, the construction of the Argenta Hills Storm Water Emergency Overflow Outlet for Argenta Hills Regional Basin SP-17 must be coordinated with the on-going construction of the Argenta Hills Development; and

WHEREAS, Emmons & Olivier Resources Inc. has prepared construction plans and specifications for the project.

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

1. The plans and specifications are approved.
2. Staff is authorized to obtain quotes for the construction of this project.
3. The project shall be constructed within two (2) years.

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

AYES:

NAYS:

George Tourville, Mayor

ATTEST:

Melissa Rheaume, Deputy Clerk

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Resolution Approving Raingarden Maintenance Agreement for City Project No. 2008-09D – Urban Street Reconstruction Project South Grove Area 3

Meeting Date: August 11, 2008
Item Type: Consent Agenda
Contact: Scott D. Thureen, 651-450-2571
Prepared by: Steve Dodge, Asst. City Engineer
Reviewed by: Scott D. Thureen, Public Works Director

SAT

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED

Consider resolution approving the Raingarden Maintenance Agreement for City Project No. 2008-09D – Urban Street Reconstruction Project South Grove Area 3.

SUMMARY

The Raingarden Initiative for this year’s South Grove reconstruction project was presented at the May 12, 2008, Council work session; the raingarden alternate bid item was awarded by Council at the May 27, 2008, regular meeting; and the Council approved the resolution to enter into a services agreement contract with Dakota County Soil and Water Conservation District for assistance in construction inspections and raingarden planting oversight for the residents at the July 14, 2008, regular meeting.

The Raingarden Initiative process was proposed as part of the storm water quality improvements to decrease the amount of sediment and pollutant laden runoff reaching Bohrer Pond and the Mississippi River. The initiative will provide relief for an older area of town that was originally constructed without storm sewer or storm water quality treatment facilities.

At the May 12, 2008, Council Work Session, it was agreed that there will be an agreement between the resident and City concerning maintenance and protection of the raingarden. The resident requesting the raingarden will be responsible for planting and providing minor maintenance of the raingarden such as watering, weeding, trash removal, and keeping the grass filter strip clean of sediment and debris. The City will provide major maintenance of the raingarden such as the replacement of plants, mulch, soils, curb cut, and grass filter strip and also excessive sediment removal. In the event a homeowner does not perform their minor maintenance, the City has a means to complete the work and charge the homeowner as noted in the agreement. Please refer to the attached example agreement which will be presented and executed by each home owner prior to the City constructing the raingarden. Staff will collect all the signed agreements as the project progresses and have the Mayor sign them prior to the City Attorney recording the agreements with Dakota County. The agreement will perpetually follow the property and the landowner of that property (which may be different than the current landowner) shall be responsible for meeting the obligations of the maintenance agreement.

The Engineering Division recommends that Council approve the Raingarden Maintenance Agreement for City Project No. 2008-09D – Urban Street Reconstruction Project South Grove Area 3.

SWD/rs

Attachments: Resolution
Maintenance Agreement

**CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY**

**RESOLUTION APPROVING THE RAINGARDEN MAINTENANCE AGREEMENT FOR CITY
PROJECT NO. 2008-09D – URBAN STREET RECONSTRUCTION PROJECT, SOUTH GROVE
AREA 3**

RESOLUTION NO. _____

WHEREAS, as part of the City's 2008 Pavement Management Program, South Grove Area 3 has been identified for reconstruction starting in 2008; and

WHEREAS, in order to improve water quality of the area, the City Council authorized the development of raingardens within the reconstruction project at the May 27, 2008, regular meeting; and

WHEREAS, a services agreement was entered into with Dakota County Soil and Water Conservation District at the July 14, 2008, regular meeting for construction oversight and neighborhood planting events to occur for success of the raingardens; and

WHEREAS, an agreement between the resident and City concerning maintenance and protection of the raingarden is needed.

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

1. The attached model form Raingarden Maintenance Agreement be approved for entering into an agreement with each respective property owner for City Project No. 2008-09D Urban Street Reconstruction Project South Grove Area 3.
2. With respect to specific properties, the Mayor shall sign an agreement between the City and each individual respective property owner ensuring that major and minor maintenance obligations will be performed on the raingarden constructed in the City right-of-way boulevard, between the respective property owners' land and the curb, for City Project No. 2008-09D Urban Street Reconstruction Project South Grove Area 3.
3. With respect to the individual agreement for a specific property, minor modifications can be made to the model Raingarden Maintenance Agreement provided the document remains substantially the same as the model agreement and provided the changes are approved by the Director of Public Works.

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

AYES:
NAYS:

George Tourville, Mayor

ATTEST:

Melissa Rheaurne, Deputy Clerk

RAINGARDEN MAINTENANCE AGREEMENT
RELATING TO LOT _____, BLOCK _____, [PLAT]
DAKOTA COUNTY, MINNESOTA

THIS RAINGARDEN MAINTENANCE AGREEMENT (“Agreement”) is made, entered into and effective this _____ day of _____, 2008, by and among the City of Inver Grove Heights, a Minnesota municipal corporation (hereafter referred to as “City”) and **HUSBAND NAME and WIFE NAME**, husband and wife, (hereafter referred to as “Landowners”). 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.

1.2 **City.** “City” means the City of Inver Grove Heights, a Minnesota municipal corporation.

1.3 **City Property.** The right-of-way or easements dedicated or granted to the City and the public, which right-of-way or easements abut the Subject Land.

1.4 **Landowners.** “Landowners” means HUSBAND NAME and WIFE NAME, husband and wife; and their assigns and successors in interest with respect to the Subject Land.

1.5 **Subject Land.** “Subject Land” means that real property located in the City of Inver Grove Heights, Dakota County, State of Minnesota, legally described on the attached Exhibit A.

1.6 **Raingarden Plans.** “Raingarden Plans” means the grading, drainage, erosion control and raingarden plans shown on the Plans and Specifications for City Project No 2008-09D – South Grove Street Reconstruction Area 3, prepared by Kimley-Horn & Associates, Inc,

dated April 14, 2008, on file with the City Engineer or subsequent plans approved by the City Engineer, for a different raingarden design on the Subject Land that fulfills the City requirements.

1.7 Raingarden Improvements. “Raingarden Improvements” means the raingarden improvements to be constructed within City Property that abut the Subject Land as shown on the Raingarden Plans including, but not limited to, engineered soils, mulch, plants, grass filter strip (between curb cut and raingarden), curb cut and appurtenances. Said Raingarden Improvements may be altered, replaced or restored by the City from time to time.

ARTICLE 2 **RECITALS**

Recital No. 1. Landowners own the Subject Land.

Recital No. 2. City Property is being improved with Raingarden Improvements.

Recital No. 3. The Raingarden Improvements will be located in City Property, which City Property abuts the Subject Land.

Recital No. 4. By this Agreement the parties seek to:

- a.) impose upon the Landowners the responsibility of maintaining the Raingarden Improvements, notwithstanding the fact that the Raingarden Improvements are located on City Property; and
- b.) provide a mechanism where the City may charge-back to Landowners any maintenance work that the City performs with respect to the Raingarden Improvements in the event the Landowners fail to perform their obligations to maintain the Raingarden Improvements.

ARTICLE 3 **RAINGARDEN IMPROVEMENTS**

3.1 Construction of Raingarden Improvements. By November 15, 2008, the initial construction, installation, materials and equipment related to Raingarden Improvements shall be completed by the City, at its own cost, in accordance with the Raingarden Plans.

3.2 Major Maintenance of Raingarden Improvements. Provided the Landowners have performed the maintenance responsibilities to the Standard of Maintenance set forth in Sections 4.1 and 4.2, the City shall be responsible for all major maintenance to the Raingarden Improvements. Such major maintenance of the Raingarden Improvements shall include, but not be limited to, the removal of sediment, the replacement of mulch, plants, grass filter strip, curb cut, and, if deemed necessary by the City, soils.

3.3 No Modification of Raingarden Improvements. Landowners shall not modify, alter, remove, or obstruct the Raingarden Improvements for as long as the Raingarden Improvements exist on the City Property abutting the Subject Land.

ARTICLE 4
RESPONSIBILITY FOR MAINTENANCE

4.1 Maintenance of Raingarden Improvements. Landowners, at their expense, shall perpetually perform the maintenance responsibilities pursuant to the Standard of Maintenance set forth in Section 4.2 of this Agreement pertaining to the Raingarden Improvements.

4.2 Standard of Maintenance. The Standard of Maintenance shall mean and include the following actions of the Landowners:

- a. Perform those actions set forth in **Exhibit B**, attached hereto and incorporated herein by reference.

Notwithstanding the foregoing, the City may amend the Standard of Maintenance from time to time.

4.3 Notice of Non-Compliance; Cure Period. If the City determines that the Landowners have not complied with the Standard of Maintenance, the City shall provide Notice to the Landowners of such failure to comply with the Standard of Maintenance. This Notice shall specify that the Landowners will have seven (7) days to comply with the Standard of Maintenance, unless seven (7) days is not practicable for the Landowners to cure the default, in which case the Landowners shall be given a reasonable time, as determined by the City, to cure the default provided the Landowners have commenced a suitable cure within the initial seven (7) days. Notwithstanding the requirement contained in this Section relating to Notice and opportunity of the Landowners to comply with the Standard of Maintenance, in the event of an emergency as determined by the City, the City may perform the work to be performed by the Landowners without giving any Notice to the Landowners and without giving the Landowners seven (7) days to comply with the Standard of Maintenance. If the City performs emergency service work, the Landowners shall be obligated to repay the City the costs incurred to perform the emergency service work, and the City shall follow those procedures set forth in Sections 4.4 and 4.5 with respect to the billing, collection and/or tax certification of such costs. **NOTWITHSTANDING ANY OTHER PROVISION TO THE CONTRARY, IF THE CITY DETERMINES THAT THE LANDOWNERS HAVE NOT COMPLIED WITH THE STANDARD OF MAINTENANCE, THE CITY, IN ITS SOLE DISCRETION, MAY REMOVE THE RAINGARDEN IMPROVEMENTS FROM THE SUBJECT LAND.**

4.4 Payment of Costs Incurred by City. If the Landowners fail to comply with the Standard of Maintenance within seven (7) days after delivery of the written notice, or in the case of an emergency situation as determined by the City, the City may perform those tasks necessary for compliance and the City shall have the right of access to the Subject Land to perform such work. The City shall charge all costs incurred by the City to perform the tasks necessary for

compliance to the Landowners. The amount of costs charged by the City to the Landowners shall be the usual and customary amounts charged by the City given the task, work, or improvement performed by the City to ensure compliance with the Standard of Maintenance. The Landowners shall make payment directly to the City within twenty (20) days after invoicing ("Due Date") by the City. Bills not paid by the Due Date shall incur interest at the rate of six percent (6%) from and after the Due Date.

4.5 Certification of Costs Payable With Taxes. If any payment is not made by Landowners, the City may certify to Dakota County the amounts due as payable with the real estate taxes for the next calendar year for the Subject Land; such certifications may be made under Minnesota Statutes, Chapter 444 in a manner similar to certifications for unpaid utility bills. The Landowners waive any and all procedural and substantive objections to the imposition of such usual and customary charges. The Landowners hereby further waive any and all procedural and substantive objections to special assessments against the Subject Land for the maintenance costs including, but not limited to, notice and hearing requirements and any claims that the charges or special assessments exceed the benefit to the Subject Land. The Landowners waive any appeal rights otherwise available pursuant to Minnesota Statute § 429.081. The Landowners acknowledge that the benefit from the performance of maintenance tasks by the City to ensure compliance with the Standard of Maintenance equals or exceeds the amount of the charges and assessments for the maintenance costs that are being imposed hereunder upon the Subject Land.

4.6 Obligation For Maintenance Notwithstanding Public Easement. The Landowners agree that their obligations relating to maintenance of the Raingarden Improvements exist notwithstanding the fact that the Raingarden Improvements may be located in areas owned by the City or in public easements. The Landowners hereby grant the City a temporary right and license to enter the Subject Land for the purpose of performing maintenance of the Raingarden Improvements for the duration of the performance of the maintenance.

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

- a.) failure by the Landowners to observe or perform any covenant, conditions, obligation or agreement on their part to be observed or performed under this Agreement;
- b.) failure by the Landowners to pay contractors, subcontractors, laborers, or materialmen;
- c.) failure by the Landowners to pay for any materials that may be used by the Landowner to maintain the Raingarden Improvements;
- d.) approval by the City of the Raingarden Plans;

e.) construction of the Raingarden Improvements.

4.8 No Remedy Exclusive. No remedy herein conferred upon or reserved to the City shall be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under the Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the City to exercise any remedy reserved to it, it shall not be necessary to give notice, other than the notice, if any, required under Section 4.3.

ARTICLE 5 **MISCELLANEOUS**

5.1 Binding Agreement. The parties mutually recognize and agree that all terms and conditions of this recordable Agreement shall run with the Subject Land, and shall be binding upon the parties and the successors and assigns of the parties.

5.2 Amendment and Waiver. The parties hereto may by mutual written agreement amend this 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 Agreement or in any document delivered pursuant hereto which inaccuracies would otherwise constitute a breach of this Agreement, waive compliance by another with any of the covenants contained in this 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 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 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.

5.3 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota.

5.4 Counterparts. This 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.

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

If to CITY:

City of Inver Grove Heights
Attention: City Administrator
Inver Grove Heights City Hall
8150 Barbara Avenue

EXHIBIT A

LEGAL DESCRIPTION OF SUBJECT LAND

Lot _____, Block _____, [NAME OF PLAT], according to the recorded plat thereof, on file and of record with the Dakota County Recorder, Dakota County, Minnesota.

EXHIBIT B

STANDARDS OF MAINTENANCE OF RAINGARDEN

1. Perform periodic inspections and regular watering and weeding of the Raingarden Improvements to ensure the healthy functioning of the plantlife located within the Raingarden Improvements, and to permit the plantlife to survive and flourish and not become distressed or die.
2. Raingardens Improvements must be kept clean of excess sediment, debris, trash and foreign materials. Healthy plant growth must be maintained by removing dead vegetation in the spring of each year. Noxious and invasive weeds shall be removed from the Raingarden Improvements. The grass filter strip must be raked clean of sediment, on an as needed basis.
3. Upon requests of the City, from time to time, the Landowners will submit to the Inver Grove Heights City Engineer a brief, written report that describes the maintenance activities performed under this Agreement, including dates, locations of inspections and the maintenance activities performed. At a minimum, monthly inspection of the Raingarden Improvements shall be performed by the Landowners. In the event it is determined that the Raingarden Improvements are not functioning properly, corrective action shall be taken to re-establish the Raingarden Improvements to function properly.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Resolution Approving Individual Project Order No. 8B with Kimley-Horn and Associates, Inc. for City Project No. 2008-09D – Urban Street Reconstruction South Grove Area 3.

Meeting Date: August 11, 2008
 Item Type: Consent
 Contact: Scott D. Thureen, 651.450.2571
 Prepared by: Scott D. Thureen, Public Works Director
 Reviewed by: *SDT*

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

PURPOSE/ACTION REQUESTED

Consider resolution approving Individual Project Order (IPO) No. 8B for City Project No. 2008-09D – Urban Street Reconstruction South Grove Area 3.

SUMMARY

On January 14, 2008, the City Council accepted the proposal from Kimley-Horn and Associates, Inc. (for \$124,400) to prepare construction plans and specifications for the subject project. The specific deliverables were identified in IPO No. 8. IPO No. 8A was approved on May 27, 2008 in the amount of \$32,860.00. It covered the cost of additional design and coordination efforts.

IPO No. 8B, in the amount of \$6,890.00, covers the cost of additional meetings, shop drawing review, preparation of right-of-entry exhibits, drainage analysis and plan revisions.

I recommend approval of the resolution approving Individual Project Order No. 8B for City Project No. 2008-09D – Urban Street Reconstruction South Grove Area, in the amount of \$6,890.00

SDT/rs
 Attachment: Resolution
 IPO No. 8B

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

RESOLUTION APPROVING INDIVIDUAL PROJECT ORDER NO. 8B WITH KIMLEY-HORN AND ASSOCIATES, INC. FOR CITY PROJECT NO. 2008-09D – URBAN STREET RECONSTRUCTION SOUTH GROVE AREA 3 – ADDITIONAL CONSTRUCTION PHASE SERVICES

RESOLUTION NO. _____

WHEREAS, City Council approved the proposal from Kimley-Horn and Associates, Inc. for final design work for City Project No. 2008-09D on January 14, 2008; and

WHEREAS, Kimley-Horn and Associates, Inc. prepared the construction plans and specifications for City Project No. 2008-09D; and

WHEREAS, Kimley-Horn and Associates, Inc. has submitted Individual Project Order (IPO) No. 8B for additional construction phase 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 No. 8B with Kimley-Horn and Associates, Inc. for the following work is hereby approved:

<u>Urban Street Reconstruction – South Grove Area 3 – Construction Phase Services</u>	
Additional Construction Phase Services	\$6,500
Additional Reimbursable Expenses	<u>\$ 390</u>
Total	\$6,890

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

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

AYES:

NAYS:

George Tourville, Mayor

ATTEST:

Melissa Rheaume, Deputy Clerk

INDIVIDUAL PROJECT ORDER NUMBER 8B

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

Identification of Project: South Grove Area 3 Street Reconstruction
City Project 2008-09D

General Category of Services: Additional Construction Phase Services

Specific Scope of Basic Services: Provide additional construction phase services for the South Grove Area 3 Street Reconstruction.
See attached Exhibit A for a more detailed summary of the scope of services.

Additional Services if Required: None identified at this time.

Schedule: See attached Exhibit C.

Deliverables: Approved Shop Drawings
Right-of-Entry Exhibits
Revised Plans

Method of Compensation: To be billed on an hourly (Cost Plus) basis as detailed in attached Exhibit B.

Special Terms of Compensation: None

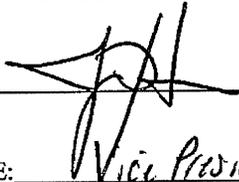
Other Special Terms of Individual Project Order: None

ACCEPTED:

CITY OF INVER GROVE HEIGHTS

KIMLEY-HORN AND ASSOCIATES, INC.

BY: _____

BY:  _____

TITLE: _____

TITLE: *Vice President* _____

DATE: _____

DATE: *8/4/08* _____

EXHIBIT A
SCOPE OF SERVICES

INDIVIDUAL PROJECT ORDER (IPO) NO. 8B

SOUTH GROVE AREA 3 STREET RECONSTRUCTION
CITY PROJECT 2008-09D

Previous IPO No. 8 included feasibility study assistance, final design phase, and construction phase services for the South Grove Street Reconstruction Area 3, City Project 2008-09D. Previous IPO 8A included additional final design phase services. This IPO includes additional construction phase services for the South Grove Street Reconstruction Area 3.

1. Final Design Services

No Additional Services.

2. Project Management/Meetings

No Additional Services.

3. Construction Phase Services

Additional services have been requested by City staff and/or required for the construction phase of the project including the following:

- Additional Meetings
- Additional Shop Drawing Review
- Coordination and Exhibits for Right of Entry Agreements
- Additional Drainage Analysis
- Plan Revisions

EXHIBIT B
ESTIMATED COSTS

INDIVIDUAL PROJECT ORDER (IPO) NO. 8B

SOUTH GROVE AREA 3 STREET RECONSTRUCTION
CITY PROJECT 2008-09D

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

<u>Services</u>	<u>Est. Cost Prev. IPO's</u>	<u>Est. Cost this IPO</u>	<u>Total Cost</u>
1. Final Design Services	\$ 116,520	\$ 0	\$ 116,520
2. Project Management / Meetings	\$ 25,490	\$ 0	\$ 25,490
3. Construction Phase Services	\$ 5,690	\$ 6,500	\$ 12,190
<u>Reimbursable Expenses</u>	<u>\$ 9,560</u>	<u>\$ 390</u>	<u>\$ 9,950</u>
Total Estimated Costs	\$ 157,260	\$ 6,890	\$ 164,150

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.

Our total estimated not-to-exceed cost for the scope of services included as a part of this IPO is, therefore, \$6,890 including all labor and reimbursable expenses.

EXHIBIT C
SCHEDULE

INDIVIDUAL PROJECT ORDER (IPO) NO. 8B

SOUTH GROVE AREA 3 STREET RECONSTRUCTION
CITY PROJECT 2008-09D

The following is a summary of the construction schedule for the project:

Start Construction	June 9, 2008
Construction Substantially Complete	October 1, 2008
Final Completion Date	October 15, 2008

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Resolution Authorizing Preparation of a Feasibility Study and Approving Professional Services Agreement with WSB & Associates, Inc. for Preparation of a Feasibility Study for City Project No. 2001-12 – Concord Boulevard Improvements - Phase 3, 65th Street East to Linden Street (South St. Paul border)

Meeting Date: August 11, 2008
 Item Type: Consent
 Contact: Scott D. Thureen, 651-450-2571
 Prepared by: Scott D. Thureen, Public Works Director
 Reviewed by: 

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

PURPOSE/ACTION REQUESTED

Consider resolution authorizing preparation of a feasibility study and approving a professional services agreement with WSB & Associates, Inc. for preparation of the study for City Project No. 2001-12 – Concord Boulevard Improvements - Phase 3, 65th Street East to Linden Street (South St. Paul border).

SUMMARY

Concord Boulevard is proposed to be reconstructed by Dakota County, from Corcoran Path to I-494 in South St. Paul, in three phases. The first phase, from I-494 to just south of Richmond Street in South St. Paul, is complete. The second phase, from Corcoran Path, north to 65th Street in Inver Grove Heights is under construction.

Dakota County has hired WSB & Associates, Inc. to prepare the final design documents for the third, and final, phase of the project that includes segments of the street in South St. Paul and Inver Grove heights. Some of the project costs will be the City's responsibility. The feasibility study will identify these costs and proposed funding sources. One of these funding sources will be special assessments for street reconstruction as defined by the City's Pavement Management Policy. The study will identify affected parcels and present an estimated preliminary assessment roll.

I recommend adopting the resolution authorizing preparation of a feasibility study and approving the professional services agreement with WSB & Associates, Inc. for preparation of the study.

SDT/rs

Attachments: Resolution
 Proposal

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

**RESOLUTION AUTHORIZING THE PREPARATION OF A FEASIBILITY STUDY FOR CITY
PROJECT NO. 2001-12 CONCORD BOULEVARD IMPROVEMENTS - PHASE 3, 65TH STREET
EAST TO LINDEN STREET (SOUTH ST. PAUL BORDER) AND APPROVING A PROFESSIONAL
SERVICES AGREEMENT WITH WSB & ASSOCIATES, INC. FOR PREPARATION OF THE
REPORT**

RESOLUTION NO. _____

WHEREAS, WSB & Associates, Inc., is preparing construction plans and specifications for Dakota County for the Phase 3 at the Concord Boulevard turnback Project (aka, City Project No. 2001-12, Phase 3); and

WHEREAS, the City will incur costs associated with the project and desires to specially assess benefiting parcels for street reconstruction per the Pavement Management Program Funding Policy; and

WHEREAS, WSB & Associates, Inc. has submitted a proposal to provide professional engineering services for preparation of a feasibility study to define City costs and proposed assessments for the project; and

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

City Project No. 2001-12 – Concord Boulevard Improvements – Phase 3, 65th Street East to Linden Street (South St. Paul border)

Construction of roadway, curb and gutter, sidewalk, water main, sanitary sewer, storm sewer, lighting and landscaping improvements.

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

1. The proposed improvements be referred to the Director of Public Works for study by his office along with Dakota County and the engineer, WSB, and that the Director of Public Works 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 costs of the improvements as recommended.
2. The proposal from WSB & Associates, Inc. for professional engineering services to prepare the feasibility study is approved.

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

AYES:
NAYS:

George Tourville, Mayor

ATTEST:



August 4, 2008

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

Re: CSAH 56 (Concord Boulevard) Segment 2/Phase 3
Feasibility Report Preparation
City of Inver Grove Heights, MN

Dear Mr. Thureen:

We are pleased to present this proposal for professional services for the sanitary sewer and water system replacement portions of the CSAH 56 (Concord Boulevard) Segment 2/Phase 3 reconstruction project.

PROJECT UNDERSTANDING

WSB & Associates, Inc. is currently under contract with Dakota County to complete final plans and specifications for the reconstruction of CSAH 56 (Concord Boulevard) from the south end of Segment 1/Phase 1 south to 65th Street. WSB & Associates, Inc. has recently completed the plans and specifications for Segment 3/Phase 2, which is currently under construction. In addition, WSB & Associates, Inc. completed the design for the replacement of the sanitary sewer and water main within the second phase of the project for the City of Inver Grove Heights.

Only the length of Concord Boulevard between Linden Street and the north end of Phase 2 is within the city limits of Inver Grove Heights, and therefore, only the portion of the sanitary sewer and water system within Inver Grove Heights will be included in this proposal.

Both Dakota County and Mn/DOT have placed limits on the amount of the street reconstruction project they will fund within City limits. Therefore, the City of Inver Grove Heights may assess adjacent property owners to cover the remaining project costs. Storm sewer, water, and sanitary sewer improvements will be financed by their respective City funds. Through assessments, the City will fund the remaining street improvement costs.

In order to comply with Minnesota Statute 429, the City of Inver Grove Heights must complete a feasibility report and hold a public hearing prior to assessing adjacent property owners. WSB proposes to provide engineering services to prepare the required feasibility report.

ACEC 2008 Firm of the Year

PROJECT APPROACH/SCOPE OF SERVICES

WSB & Associates, Inc.'s project scope and proposed work plan is based on our understanding of the project scope and experience on similar projects. The work plan for feasibility report preparation is separated into tasks and is broken down in an hourly task budget attached to this letter. The tasks are discussed for clarification in the following paragraphs.

Feasibility Report

1. Project Management and Coordination

This task consists of management and administration, project coordination and communication with the City of Inver Grove Heights for the feasibility report preparation. Also included will be billing preparation, invoicing, progress reports, and other non-technical work associated with this phase of the project.

2. Prepare Feasibility Report

This task consists of preparing a feasibility report for the subject project. We will work with the City to complete a draft assessment roll, which will be included in the report. The report will briefly describe the proposed project. A plan view graphic will be included with the report to show the proposed improvements.

A major component of the report will be to determine the overall project financing plan utilizing available Dakota County and Mn/DOT funds, City utility funds (sanitary sewer, and water), and street assessments. This cost analysis will include estimated costs for the water replacement, Linden Street replacement, and Dawn Way storm sewer improvements developed during the design of these facilities. The overall financing plan for the project will then be compared to the estimated project costs.

3. Meetings

This task consists of staff attending up to three public meetings (two public open houses and the public hearing). Also included in this task is the time involved with preparing public meeting documents such as power point presentations, handouts, and display boards.

PROJECT TEAM

I will be the Principal-In-Charge for this project. The project manager preparing the bulk of the feasibility report will be Anthony Aderhold. Additional engineers and technicians will support Mr. Aderhold as needed. Jeff Stewart and Andrew Plowman will provide project coordination with the CSAH 56 project.

SCHEDULE

Assuming authorization at the August 11, 2008, Council meeting, a draft feasibility report will be submitted by October 3, 2008. After the draft report is reviewed and final funding is determined, the report will be finalized and two public open house meetings will be held prior to the public hearing, tentatively scheduled for November 24, 2008. Dates for the public open houses will be determined at a later date by the City.

Mr. Scott Thureen, PE
August 4, 2008
Page 3

PROPOSED FEE

The attached table shows proposed hours and the associated fee proposed to complete the project. The proposed fee is based on our 2008 rates; a current rate schedule is attached for your review.

We propose to conduct the preparation of the feasibility report with a fee not-to-exceed \$9,784. We will review our progress monthly and will not exceed this amount without your approval. Please see the attached table for an hourly cost breakdown.

This letter represents our entire understanding of the project scope. If you are in agreement, please sign on the space provided and return one original signed copy to us for our records. We will start immediately upon receipt of the signed agreement.

If you have any questions concerning the work plan or fee as discussed herein, please feel free to contact me at 763-287-7195 or Anthony Aderhold at 763-231-4844. We look forward to working with you and greatly appreciate the opportunity to assist you and your staff in the completion of this project.

Sincerely,

WSB & Associates, Inc.



David E. Hutton, PE
Municipal Group Manager/Vice President

Enclosures

cc: Anthony Aderhold, WSB & Associates, Inc.

tsf/srb

I hereby authorize WSB & Associates, Inc. to complete the plans and specifications for CSAH 56 Segment 2/Phase 3 utilities for a not-to-exceed fee of \$9,784.

Scott Thureen, PE, Public Works Director

Date



Estimate of Cost

CSAH 56 (Concord Street) Segment 2 / Phase 3 Feasibility Report

City of Inver Grove Heights

Task	Description	Estimated Hours						Total Hours	Cost
		Principal	Project Manager	Engineering Specialist III	Engineering Tech	Office Technician			
1.	Project Management	2	8				10	\$ 1,108.00	
2.	Feasibility Report	4	16	40	8	8	76	\$ 6,696.00	
3.	Meetings	4	8	4	2	2	20	\$ 1,980.00	
Total Hours		10	32	44	10	10	106		
<i>Hourly Costs</i>		134.00	105.00	86.00	68.00	62.00			
Total Direct Labor Costs		\$1,340.00	\$3,360.00	\$3,784.00	\$680.00	\$620.00		\$ 9,784.00	
TOTAL PROJECT COST								\$9,784.00	



2008 Rate Schedule

	<i>Billing Rate/Hour</i>
Principal	\$134.00
Associate	\$126.00
Sr. Project Manager/Sr. Project Engineer	\$121.00
Project Manager II/Project Engineer III	\$112.00
Project Manager/Project Engineer II/Engineering Specialist III	\$105.00
Project Engineer/Registered Land Surveyor/Engineering Specialist II	\$96.00
Graduate Engineer II/Engineering Specialist I/Sr. Construction Observer	\$86.00
Graduate Engineer/Engineering Technician V/Construction Observer	\$76.00
Engineering Technician IV/Scientist III	\$68.00
Engineering Technician III/Scientist II	\$62.00
Engineering Technician II/Scientist I	\$56.00
Engineering Technician I	\$49.00
Office Technician II	\$62.00
Office Technician I	\$33.00
Survey (Two-Person Crew/GPS Crew)	\$140.00
Survey (Three-Person Crew/Expanded GPS Crew)	\$167.00

Costs associated with word processing, vehicle mileage, cell phones, reproduction of common correspondence and mailing are included in the above hourly rates.

Reimbursable expenses include costs associated with plan, specification and report reproduction, permit fee, delivery cost, etc.

Rate Schedule is adjusted annually.



CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Meeting Date: August 11, 2008
Item Type: Consent
Contact: 651.450.2513
Prepared by: Melissa Rheame
Reviewed by:

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED:

Consider resolution appointing election judges for the 2008 Primary Election to be held on Tuesday, September 9th.

SUMMARY:

Election Judges for the 2008 Primary need to be appointed by August 15, 2008. Record voter turn-out is projected for both the Primary and General Elections. Staff has accounted for the projected increase by assigning more election judges per precinct in an effort to keep voters moving through the polls as efficiently as possible.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Request to Extend Liquor License to Outdoor Fenced Area on Saturday, August 23rd from 12-3:30 p.m. – Jersey’s Bar & Grill

Meeting Date: August 11, 2008
 Item Type: Consent
 Contact: 651.450.2513
 Prepared by: Melissa Rheaume
 Reviewed by:

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED:

Consider request of Jersey’s Bar & Grill to extend liquor license to an outdoor fenced area on Saturday, August 23rd from 12-3:30 p.m. in conjunction with a “Bikers in Need” foundation event.

SUMMARY:

Jersey’s Bar & Grill currently holds an On-Sale Liquor License in the City of Inver Grove Heights. City Code Section 1200.25, Subd 2., states: “No liquor license shall be effective beyond the compact and contiguous space named therein for which the same was granted.” This provision has been interpreted by the City Attorney to mean that sales can only occur within the building, unless the Council otherwise gives specific approval for sales outside the building.

William Ashton has made a request to serve food and beverage outdoors during this one-day event and plans to contribute the majority of the proceeds to the Bikers in Need Foundation. Sale and consumption of food and beverage would occur within a fenced area. The event will be held one-day only, Saturday, August 23rd, between the hours of 12:00 and 3:30 p.m.

The Public Safety Director and the Fire Marshall have been notified and will provide Mr. Ashton with input regarding the proposed outdoor sales and other safety issues related to the event as needed.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

PERSONNEL ACTIONS

Meeting Date: August 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 seasonal/temporary employment of: Kathleen Lentz.

Please confirm the seasonal/temporary termination of: Robert Dockendorf.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Castaway Marina - Case No. 08-26CA

Meeting Date: August 11, 2008
 Item Type: Regular
 Contact: Heather Botten 651.450.2569
 Prepared by: Heather Botten, Associate Planner
 Reviewed by: Planning
 Engineering

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

PURPOSE/ACTION REQUESTED

Consider a Resolution relating to **Conditional Use Permit Amendment** to expand an existing parking area for property located at 6140 Doffing Avenue.

- Requires a 4/5th's vote.
- 60-day deadline: September 2, 2008 (2nd 60-days)

SUMMARY

The applicants are requesting a conditional use permit amendment to amend the existing approved site plan by adding approximately 600 cubic yards of fill on the west side of the levee to expand the existing parking area by adding 36 parking stalls. Approximately 4,500 square feet of bituminous would be added.

The property is located in the flood fringe of the Mississippi flood plain. The amount of proposed fill is less than 1,000 cubic yards and therefore does not trigger the need for a separate conditional use permit.

The water on the west side of the levee is a wetland and not part of the river. The applicants hired a wetland specialist to delineate the edge of the wetland. The report has been reviewed and approved by Dakota County Soil and Water Conservation District. The findings are there will be no impact to the wetland. The grading will be upland of the edge of the wetland.

The proposed slopes are much steeper than the 4:1 City standard. Staff is recommending that that the Owner enter into a maintenance agreement or provide a drainage and utility easement over the 2:1 slope area to ensure the slope will stay established with vegetation and be maintained from eroding or failing.

Planning Staff: Recommends approval of the request with the conditions listed in the attached resolution.

Planning Commission: Recommended approval of the request at their July 15, 2008 meeting (9-0).

Exhibits: Conditional Use Permit Amendment Resolution
 Planning Commission Recommendation
 Planning Report

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

RESOLUTION NO. _____

**RESOLUTION APPROVING A CONDITIONAL USE PERMIT AMENDMENT TO EXPAND AN
EXISTING PARKING AREA BY ADDING 36 PARKING STALLS**

(Castaway Marina)

WHEREAS, an application for Conditional Use Permit Amendment has been submitted for said property to expand an existing parking area by adding approximately 600 cubic yards of fill on the west side of the levee to expand the parking by adding 36 parking stalls for property located at 6140 Doffing Avenue and legally described as follows:

See Exhibit A

WHEREAS, the aforescribed property is zoned I-1, Limited Industrial and located in the Critical Area Overlay District, Flood Plain Overlay District, and the Shoreland Overlay District;

WHEREAS, in 1985, the City Council approved the original conditional use permit for a marina located on said property;

WHEREAS, a public hearing concerning the conditional use permit amendment was held before the Inver Grove Heights Planning Commission in accordance with Minnesota Statute, Section 462.357, Subdivision 3 on July 15, 2008;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS, that a Conditional Use Permit Amendment to bring in approximately 600 cubic yards of fill to expand the existing parking area is approved with the following conditions:

1. Resolution No. 01-175 shall become null and void and shall be replaced by the terms of this conditional use permit.
2. The site shall be developed in substantial conformance with the following plans on file with the Planning Division except as modified herein:

Site Plan dated	<u>05/27/08</u>
Grading Plan dated	<u>06/18/08</u>

3. Open storage of boat trailers only shall be allowed only in the area designated in the northwest corner of the site as shown on the site plan dated December 3, 2001, subject to the following conditions:

- a. Boat trailers shall be allowed to be stored on the site from April 1 through October 31 of each year. All boat trailers shall be removed during the winter season from November 1 through March 31.
 - b. No more than 15 boat trailers shall be stored in the storage area at any one time.
 - c. Boat trailers to be stored on site shall be limited to 22 feet in length.
 - d. Only boat trailers belonging to boaters at Castaways Marina, Inc. shall be allowed to be stored on site.
 - e. No storage of boats shall be allowed at any time.
4. No open storage of boats or trailers shall be provided outside the areas shown on the Site Plan dated December 3, 2001 without approval of the City Council.
 5. No fuel facilities or boat launch shall be provided without approval of the City Council.
 6. The parking areas shall be striped and a containment device shall be added to protect the vehicles from the proposed steep slopes (ie. Curb, bumper stops, guardrail, etc.)
 7. A landscaping plan shall be submitted to the Planning Department for approval prior to commencement of any grading activity and all tree plantings shall be completed by July 1, 2009
 8. The City Code Enforcement Officer, or other designee, shall be granted right of access to the property at all reasonable times to ensure compliance with the conditions of this permit.
 9. Sediment and erosion control measures need to be shown on the plan and approved by the Engineering Division prior to disturbance.
 10. The applicant shall enter into a maintenance agreement between the City and property owner or provide a drainage and utility easement over the 2:1 slope.
 11. A Land Alteration Permit administered by Engineering Staff is required for grading between 500 to 10,000 cubic yards of material.

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

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

AYES:
NAYS:

George Tourville, Mayor

ATTEST:

Melissa Rheaume, Deputy Clerk

Exhibit A

Lots 1, 2, 3, 4 and 5, Block 37, all in Inver Grove Factory Addition:

The South 525.00 feet of Government Lot 7, Section 35, T28N, R.22W., Dakota County, the north line of which is marked by Judicial Landmarks described as follows:

Commencing at the southwest corner of said Section 35; thence easterly along the south line of said Section 35 a distance of 2516.13 feet; thence northerly, at a right angle, 525.00 feet to a Judicial Landmark; thence easterly, at a right angle, 1043.59 feet to a Judicial Landmark.

The north 430.00 feet of Government Lot 9, Section 2, Township 27 North, Range 22 West.

The South $\frac{1}{2}$ of the North 24 acres of Government Lot 9, Section 2, Township 27, Range 22, subject to flowage:

The North $\frac{1}{2}$ of Government Lot 8, Section 2, Township 27, Range 22, less Railroad; Dakota County, Minnesota

**RECOMMENDATION TO
CITY OF INVER GROVE HEIGHTS**

TO: Mayor and City Council of Inver Grove Heights

FROM: Planning Commission

DATE: July 15, 2008

SUBJECT: **CASTAWAYS MARINA – CASE NO. 08-26CA**

Reading of Notice

Commissioner Simon read the public hearing notice to consider the request for a conditional use permit amendment to expand the existing marina parking area, and a variance allowing a fence higher than 42 inches within the front yard, for the property located at 6140 Doffing Avenue. 6 notices were mailed.

Presentation of Request

Heather Botten, Associate Planner, explained the request as detailed in the report. She advised that the applicants are no longer asking for the fence variance. Ms. Botten explained that Castaways Marina is proposing to amend their existing approved site plan by adding approximately 600 cubic yards of fill on the west side of the levy to expand their parking area by 36 parking stalls. Ms. Botten advised that staff is requesting that the applicants provide a landscaping plan and either a maintenance agreement between the City and the property owner or a drainage and utility easement over the 2:1 slope. Staff recommends approval of the request with the conditions listed in the report.

Chair Bartholomew stated it was his understanding that it was difficult to add new structures into the floodplain.

Mr. Hunting explained that the floodplain was divided into two areas; the floodway and the flood fringe. He advised that the floodway, which was the closest to the river, was severely restricted, but that the flood fringe (the area in which this property was located) had reduced regulations.

Commissioner Simon asked if staff had to contact DNR regarding this request.

Mr. Hunting replied that staff did submit plans to the DNR, but that they did not have to comment or make a recommendation. He advised that staff received no comments in regards to the grading or the addition of parking spaces.

Commissioner Simon pointed out a parking area in the northwest corner of the property and asked suggested parking the trailers there instead of the proposed area.

Ms. Botten advised that area was designated for the parking and storage of trailers and boats only, whereas the request was for a parking area for passenger vehicles.

Opening of Public Hearing

The applicant, Marvin Bloom, 1109 – 2nd Avenue, Newport, stated he was available to answer any questions.

Chair Bartholomew asked Mr. Bloom if he agreed with the conditions in the report, to which Mr. Bloom replied in the affirmative.

The applicant, Thomas Lind, 6140 Doffing Avenue, stated that in addition to the need for parking space, they are hoping this proposal will also reduce the vandalism they have been experiencing. Mr. Lind noted they will be eliminating 8-10 parking spaces, which are currently in the Doffing Avenue right-of-way, and replacing it with landscaping.

Planning Commission Recommendation

Motion by Commissioner Simon, second by Commissioner Schaeffer, to approve the request for a conditional use permit amendment to expand an existing parking area with the conditions listed in the report, for the property located at 6140 Doffing Avenue.

Motion carried (9/0).

P L A N N I N G R E P O R T
CITY OF INVER GROVE HEIGHTS

REPORT DATE: July 9, 2008

CASE NO: 08-26CA

HEARING DATE: July 15, 2008

APPLICANT/PROPERTY OWNER: Castaway Marina

REQUEST: A Conditional Use Permit Amendment to amend the existing approved site plan

LOCATION: 6140 Doffing Avenue

COMPREHENSIVE PLAN: Regional Commercial

ZONING: I-1, Limited Industrial
Critical Area Overlay District
Flood Plain Overlay District
Shoreland Overlay District

REVIEWING DIVISIONS: Planning
Engineering

PREPARED BY: Heather Botten 
Associate Planner

BACKGROUND

The City Council first approved a Conditional Use Permit for the marina in 1985; since then a couple of amendments have been approved. Castaway's Marina is requesting to amend the existing approved site plan by adding approximately 600 cubic yards of fill on the west side of the levee to expand the existing parking area by adding 36 parking stalls. Approximately 4,500 square feet of additional bituminous would be added.

The property is located in the flood fringe of the Mississippi flood plain. The amount of proposed fill is less than 1,000 cubic yards and therefore does not trigger the need for a separate conditional use permit.

EVALUATION OF THE REQUEST

Surrounding Uses. The site is surrounded by the following uses:

North – City owned open space; zoned P; guided Park

East - Mississippi River

West – City owned open space; zoned I-1/P; guided Park

South – Marinas; zoned I-1; guided Regional Commercial

SITE PLAN REVIEW

Proposed Changes. The request is to add about 600 cubic yards of fill for an additional 36 parking stalls and to widen the drive area on the top of the levee.

Parking Setbacks. The I-1 zoning district requires a 5-foot side and rear yard setback and 10 foot front yard setbacks. The proposed addition would meet and exceed these requirements. Parking areas would have to be striped.

Tree Preservation.

The applicant would be clearing about .54 acres of underbrush and tress on the west side of the levee. The threshold for tree removal looks at the entire property; the removal amount does not trigger any reforestation. The Critical Area Ordinance has regulations on tree replacement. The applicants will be required to plant at least 10 trees on the west side of the levee. A landscaping plan shall be submitted to the Planning Department for approval prior to commencement of any grading activity and all tree plantings shall be completed by July 1, 2009.

Wetland.

The area on the west side of the levee is a wetland and not part of the river. The applicants have hired a wetland specialist to delineate the edge of the wetland. The report has been reviewed and approved by Dakota County Soil and Water Conservation District. The findings are there will be no impact to the wetland. The grading will be upland of the edge of the wetland.

Engineering. Slopes are much steeper the 4:1 City Standard and are approaching 2:1. Staff is recommending that that the Owner enter into a maintenance agreement or provide a drainage and utility easement over the 2:1 slope to ensure the slope will stay established with vegetation and maintained from eroding or failing. Native Vegetation shall be utilized on the slope to provide a deep root system. See attached memo for additional engineering comments.

ALTERNATIVES

- A. **Approval:** If the Planning Commission finds the application acceptable, the following request should be recommended for approval:
- Approval of a **Conditional Use Permit Amendment** to bring in approximately 600 cubic yards of fill to expand the existing parking area adding 36 parking stalls subject to the following conditions:
 1. Resolution No. 01-175 shall become null and void and shall be replaced by the terms of this conditional use permit.
 2. The site shall be developed in substantial conformance with the following plans on file with the Planning Division except as modified herein:

Grading Plan dated

06/18/08

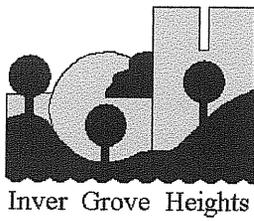
3. Open storage of boat trailers only shall be allowed only in the area designated in the northwest corner of the site as shown on the site plan dated December 3, 2001, subject to the following conditions:
 - a. Boat trailers shall be allowed to be stored on the site from April 1 through October 31 of each year. All boat trailers shall be removed during the winter season from November 1 through March 31.
 - b. No more than 15 boat trailers shall be stored in the storage area at any one time.
 - c. Boat trailers to be stored on site shall be limited to 22 feet in length.
 - d. Only boat trailers belonging to boaters at Castaways Marina, Inc. shall be allowed to be stored on site.
 - e. No storage of boats shall be allowed at any time.
4. No open storage of boats or trailers shall be provided outside the areas shown on the Site Plan dated December 3, 2001 without approval of the City Council.
5. No fuel facilities or boat launch shall be provided without approval of the City Council.
6. The parking areas shall be striped and a containment device shall be added to protect the vehicles from the proposed steep slopes (ie. Curb, bumper stops, guardrail, etc.)
7. A landscaping plan shall be submitted to the Planning Department for approval prior to commencement of any grading activity and all tree plantings shall be completed by July 1, 2009
8. The City Code Enforcement Officer, or other designee, shall be granted right of access to the property at all reasonable times to ensure compliance with the conditions of this permit.
9. Sediment and erosion control measures need to be shown on the plan and approved by the Engineering Division prior to disturbance.
10. The applicant shall enter into a maintenance agreement between the City and property owner or provide a drainage and utility easement over the 2:1 slope.
11. A Land Alteration Permit administered by Engineering Staff is required for grading between 500 to 10,000 cubic yards of material.

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

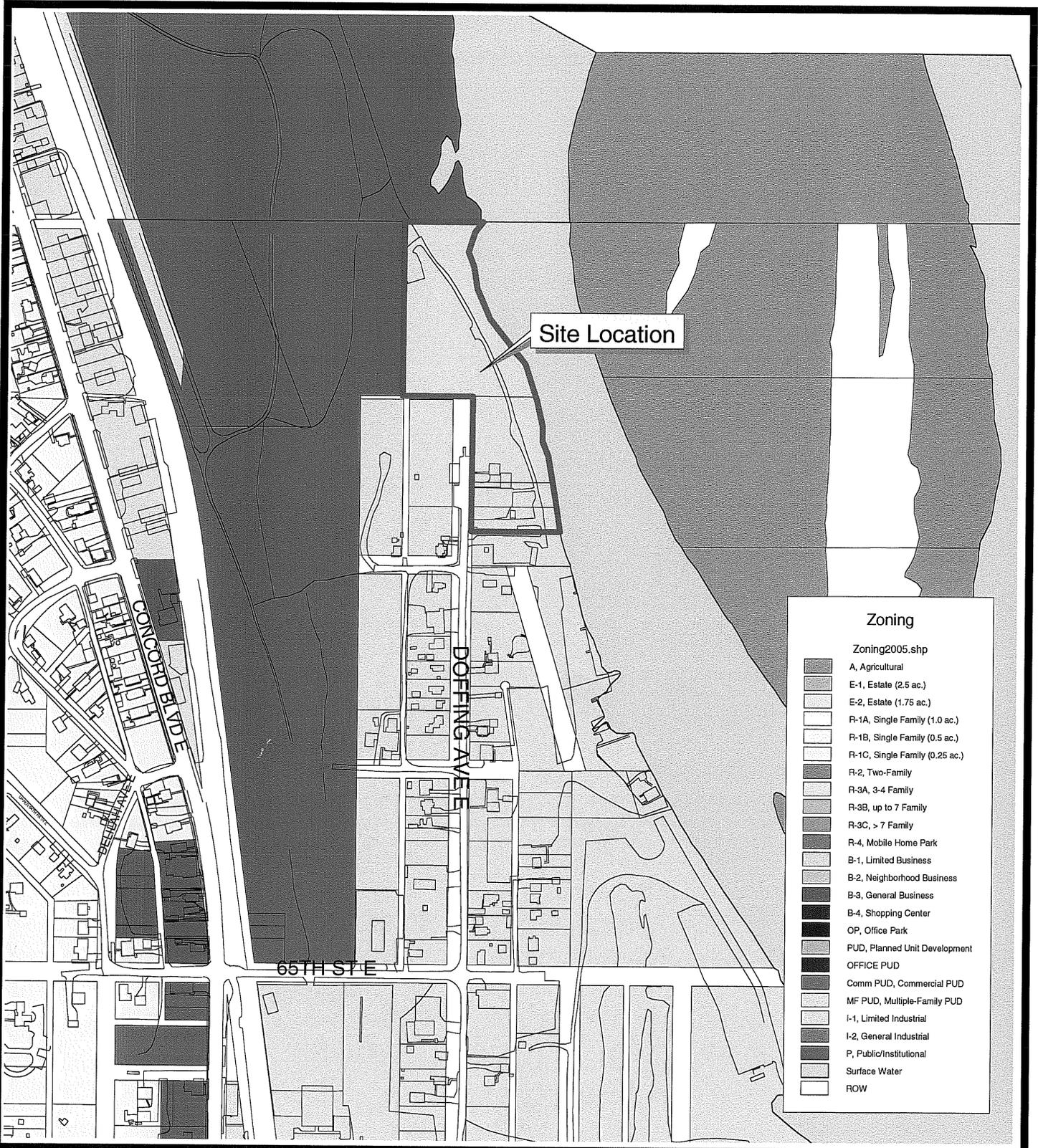
RECOMMENDATION

Based on the preceding report, Staff recommends approval of the conditional use permit amendment subject to the conditions listed above.

Attachments: Exhibit A – Zoning and Location Map
 Exhibit B – Aerial Photo
 Exhibit C- Proposed Site Plan
 Exhibit D – Grading Plan
 Exhibit E – Engineering Memo



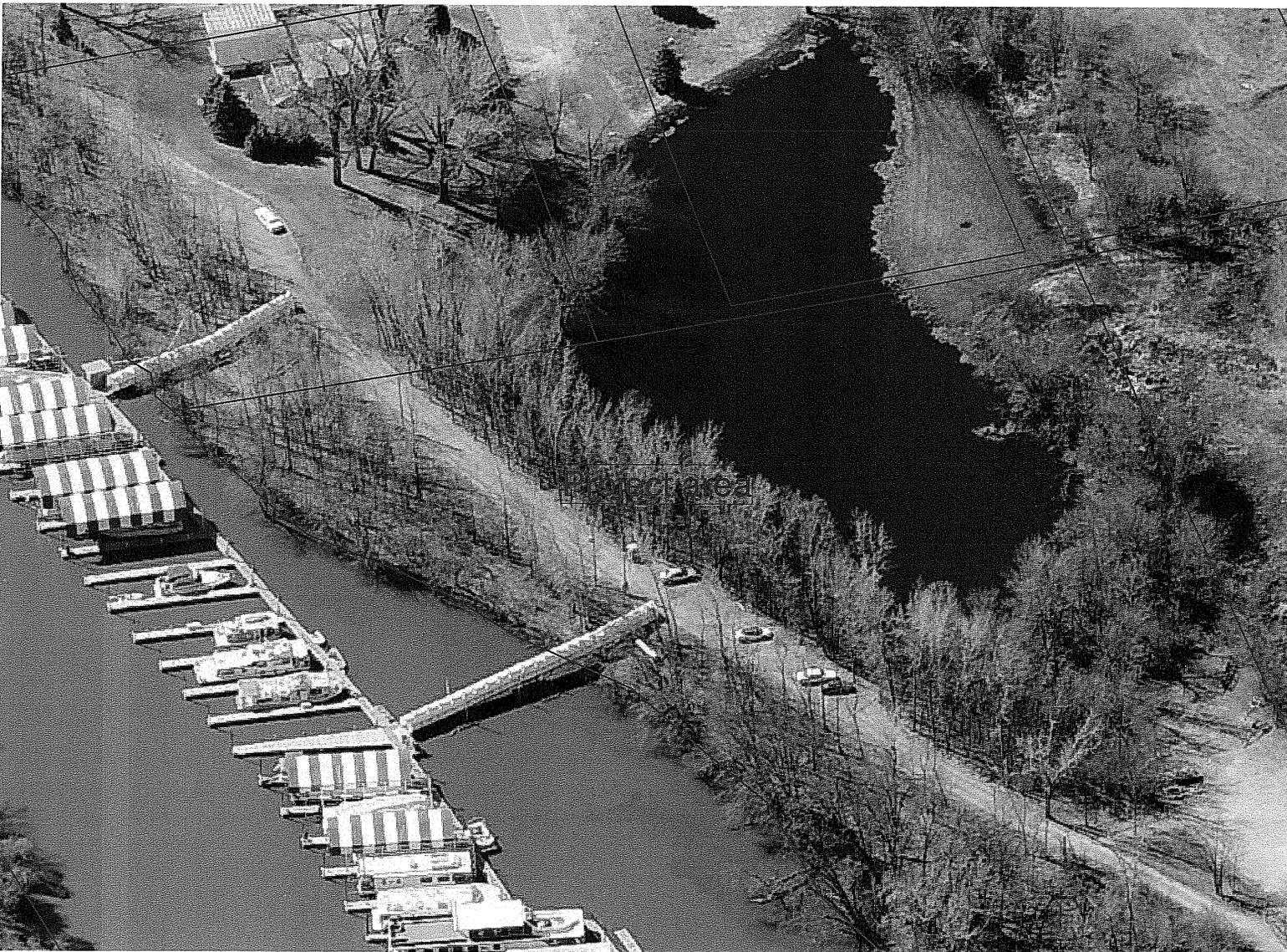
Castaway CUP amendment



Zoning	
Zoning2005.shp	
[Symbol]	A, Agricultural
[Symbol]	E-1, Estate (2.5 ac.)
[Symbol]	E-2, Estate (1.75 ac.)
[Symbol]	R-1A, Single Family (1.0 ac.)
[Symbol]	R-1B, Single Family (0.5 ac.)
[Symbol]	R-1C, Single Family (0.25 ac.)
[Symbol]	R-2, Two-Family
[Symbol]	R-3A, 3-4 Family
[Symbol]	R-3B, up to 7 Family
[Symbol]	R-3C, > 7 Family
[Symbol]	R-4, Mobile Home Park
[Symbol]	B-1, Limited Business
[Symbol]	B-2, Neighborhood Business
[Symbol]	B-3, General Business
[Symbol]	B-4, Shopping Center
[Symbol]	OP, Office Park
[Symbol]	PUD, Planned Unit Development
[Symbol]	OFFICE PUD
[Symbol]	Comm PUD, Commercial PUD
[Symbol]	MF PUD, Multiple-Family PUD
[Symbol]	I-1, Limited Industrial
[Symbol]	I-2, General Industrial
[Symbol]	P, Public/Institutional
[Symbol]	Surface Water
[Symbol]	ROW



Map is not to scale



(c) Copyright 2006, Pictometry International

CASTAWAY MARINA

City of Inver Grove Heights
Dakota County, Minnesota

PROJECT NUMBER	
082005	
REVISIONS	DATE
REMARKS	

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

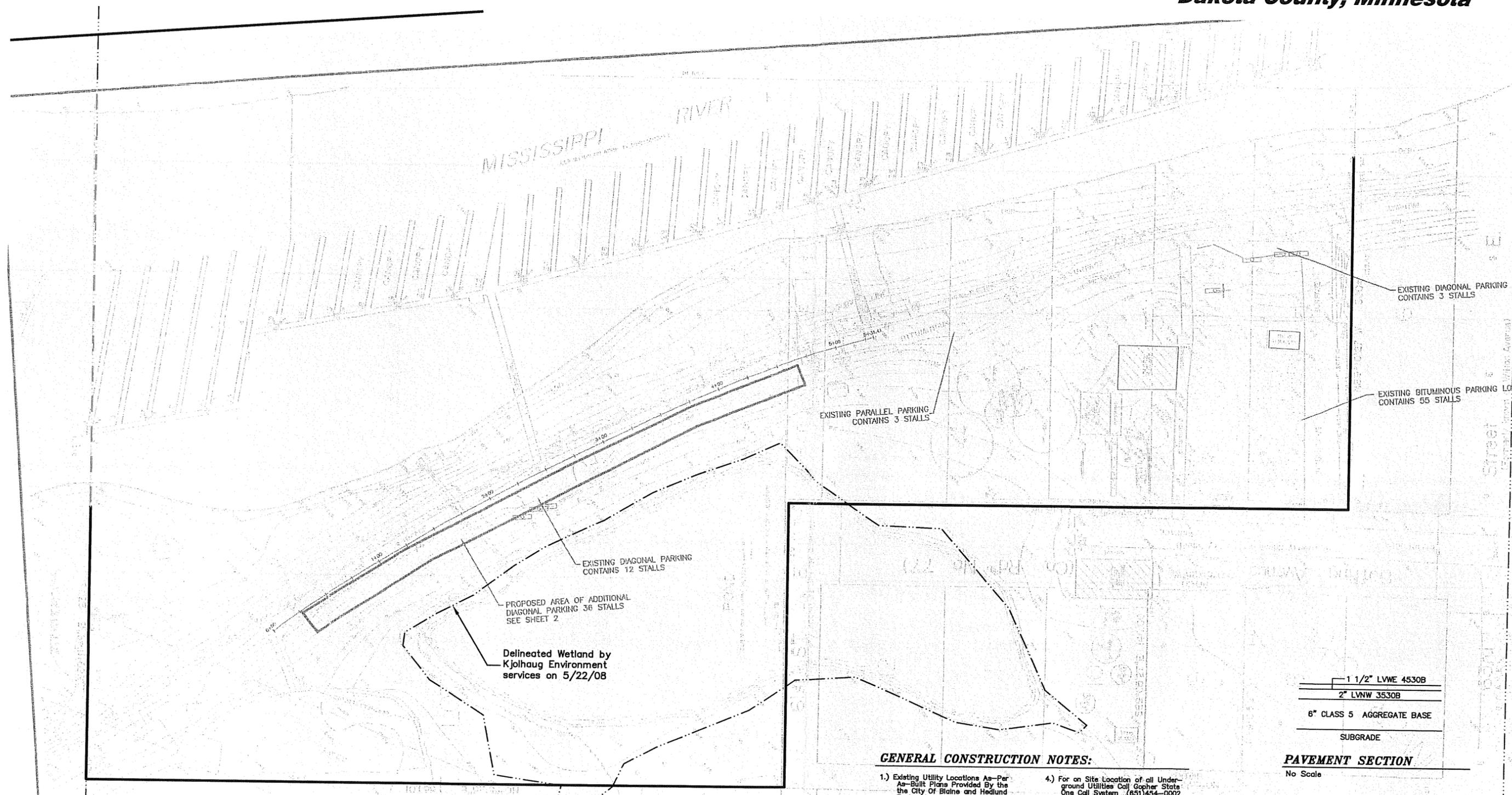
Date: _____
Mn. Lic. No. 19576

HEDLUND
ENGINEERING
SURVEYING
2005 Pin Oak Drive
Eagan, MN 55122
Phone: (651) 405-6600
Fax: (651) 405-6606

SHEET TITLE: **CASTAWAY MARINA SITE PLAN**

PREPARED FOR: **CASTAWAY MARINA**
6140 Doffing Ave
Inver Grove Heights, Minnesota
Phone: (000)

DRAWN	CHECKED	DESIGN
gh		
SHEET NUMBER		
C-1		
DATE		
05/27/08		



EXISTING PARALLEL PARKING
CONTAINS 3 STALLS

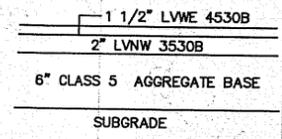
EXISTING DIAGONAL PARKING
CONTAINS 3 STALLS

EXISTING BITUMINOUS PARKING LOT
CONTAINS 55 STALLS

EXISTING DIAGONAL PARKING
CONTAINS 12 STALLS

PROPOSED AREA OF ADDITIONAL
DIAGONAL PARKING 36 STALLS
SEE SHEET 2

Delineated Wetland by
Kjolhaug Environment
services on 5/22/08

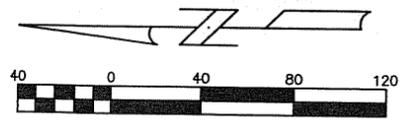


PAVEMENT SECTION
No Scale

GENERAL CONSTRUCTION NOTES:

- Existing Utility Locations As-Per As-Built Plans Provided By the City Of Blaine and Hedlund Engineering.
 - All Existing Utilities or Improvements, Including Walks, Curbs Pavement and Parkways Damaged or Removed During Construction Shall be Promptly Restored to Their Respective Original Condition. The Contractor Shall Notify all Utility Companies Prior to Construction to Verify in the Field all Existing and Underground Utilities Adjacent to the Project, and be Responsible for Protection of the same.
 - For on Site Location of all Underground Utilities Call Gopher State One Call System (651) 454-0002
 - The Contractor Shall Be aware of Potential Conflicts with Existing Utilities as Indicated on the Plans. The Contractor Shall Excavate Around Utilities to Determine Elev. Before Beginning Construction.
 - The Contractor Shall Be Responsible To Lower Watermain During Install. Where Necessary To Avoid Service Conflicts.
 - Proposed Improvements Consist of Expanding Diagonal Parking Parallel to Bituminous Drive on the East Side of the Lot.
- Lot Area = 270,000 S.F.

PRELIMINARY
NOT FOR CONSTRUCTION



Drawing: V:\2008 Projects\082005\Draws\Submittal\SitePlan.dwg
Date: May 27, 2008 8:41am
X-Ref: Dwg: 082005base.dwg

CASTAWAY MARINA

City of Inver Grove Heights
Dakota County, Minnesota

PROJECT NUMBER	
082005	
BY	
DATE	
REVISIONS	
REMARKS	

I hereby certify that this plan was prepared by me or under my direct supervision and that I am a Licensed Professional Engineer under the Laws of the State of Minnesota.

Randall C. Hedlund, Minn. No. 19576

PREPARED BY:

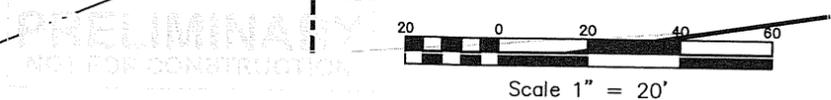
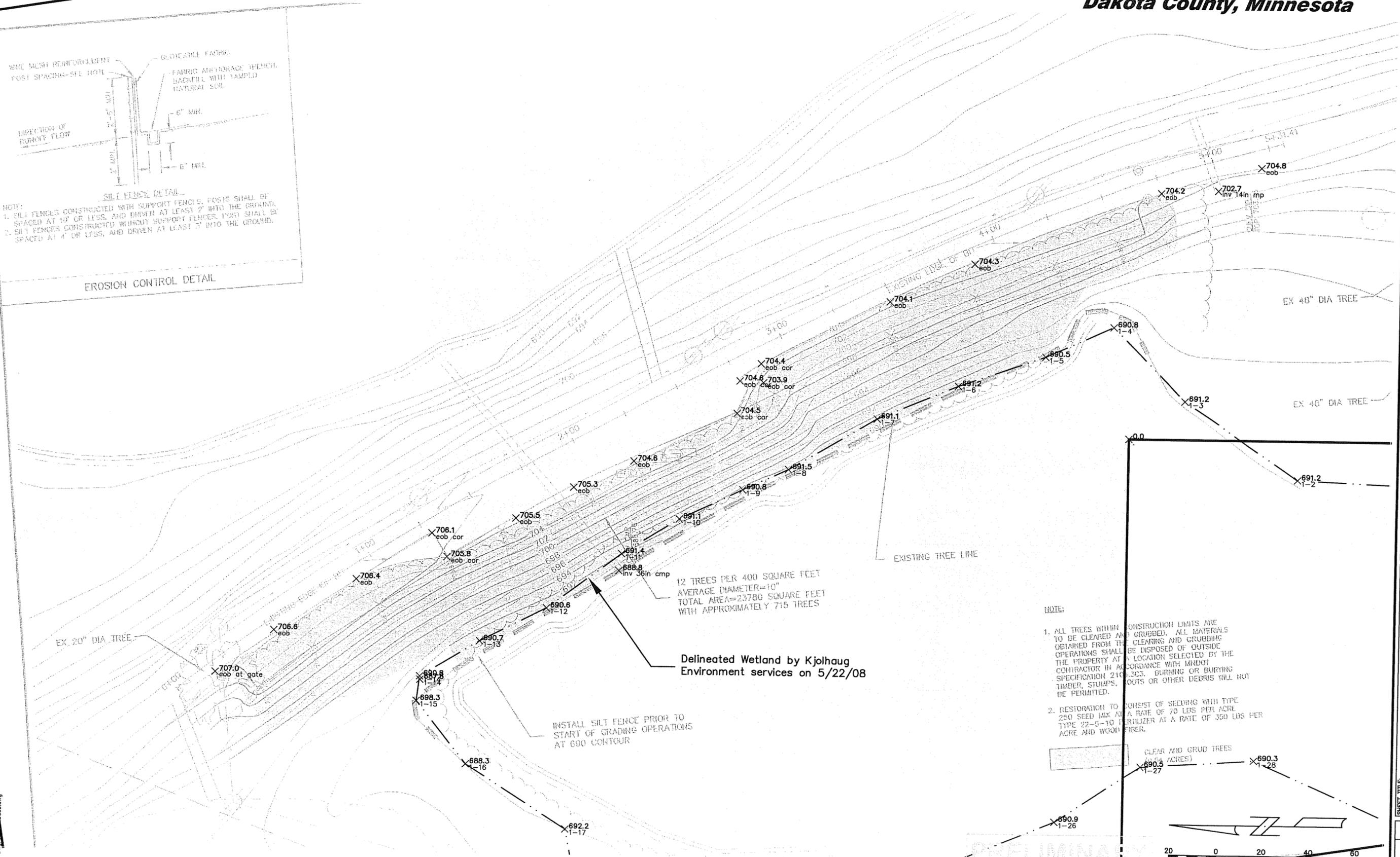
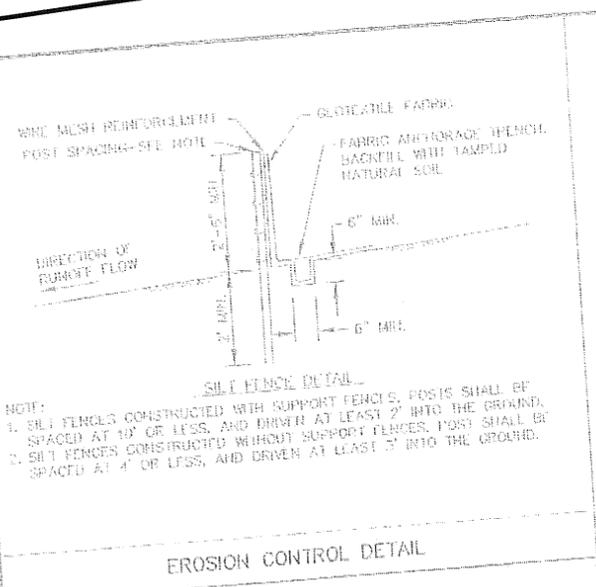
HEDLUND
ENGINEERING & SURVEYING

2005 Pine Oak Dr.
Eagan, MN 55122
Phone: (651) 405-6600
Fax: (651) 405-6606

SHEET TITLE: **CASTAWAY MARINA LANDSCAPE PLAN**

PREPARED FOR: **CASTAWAY MARINA**
8140 Doffing Ave
Inver Grove Heights, Minnesota
Phone: (651) 405-6600

DATE: 05/27/08



Drawing: H:\2008 projects\082005 Long Submittal\Shea\Layout\Layout Landscape sheet
 Date: May 27, 2008, 10:28am
 X-Ref: Dwg: 082005-landscaping

PRELIMINARY
NOT FOR CONSTRUCTION

CASTAWAY MARINA

City of Inver Grove Heights
Dakota County, Minnesota

PROJECT NUMBER
082005

REVISIONS	DATE	BY

CERTIFICATION:
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.

Randall C. Hedlund
Date: MN. LIC. NO. 19576

GENERAL GRADING NOTES:

- 1.) UNDERLYING TOPOGRAPHY FROM INFORMATION PROVIDED BY HOWARD GREEN AND FIELD SHOTS BY HEDLUND ENGINEERING.
- 2.) EXISTING UTILITY LOCATIONS AS-PER PLANS PROVIDED BY HOWARD GREEN AND FIELD SHOTS BY HEDLUND ENGINEERING.

LEGEND:

EXISTING	PROPOSED	DESCRIPTION
		BEEHIVE
		CATCH BASIN
		FLARED END
		GATE VALE
		HYDRANT
		MANHOLES
		REDUCER
		STREET LIGHT
		CABLE TV PEDESTAL
		ELECTRIC TRANSFORMER
		POWER POLE
		SIGN
		TELEPHONE PEDESTAL
		EXISTING CONTOUR
		EXISTING GRADE ELEVATION
		EXISTING TREE LINE
		EXISTING TREE
		EXISTING RETAINING WALL
		EXISTING SANITARY SEWER
		EXISTING WATERMAIN
		EXISTING STORM SEWER
		EXISTING FENCE
		EXISTING UNDERGROUND ELECTRIC
		EXISTING OVERHEAD ELECTRIC
		EXISTING UNDERGROUND GASLINE
		EXISTING UNDERGROUND TELEPHONE
		EXISTING OVERHEAD TELEPHONE
		PROPOSED CONTOUR
		PROPOSED CONTOUR BY OTHERS
		PROPOSED SANITARY SEWER
		PROPOSED WATERMAIN
		PROPOSED STORM SEWER
		EROSION CONTROL BARRIER
		PROPOSED GRADE
		RETAINING WALL

BENCHMARK

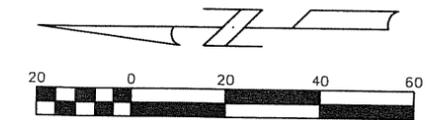
TNH LOCATION DESCRIPTION
ELEV. = 000.00

TOTAL DISTURBED AREA = 0.39 ACRES
TOTAL IMPERVIOUS SURFACE = 0.10 ACRES

PROPOSED BITUMINOUS PAVEMENT
CROSS SLOPE 2.0%.
ADDITIONAL WIDTH OF PAVEMENT
IS 14.5' TO ACCOMMODATE
45 DEGREE DIAGONAL PARKING.

= new bituminous

PRELIMINARY
NOT FOR CONSTRUCTION



HEDLUND
ENGINEERING SURVEYING
PLANNING
2005 Pin Oak Drive
Eagan, MN 55122
Phone: (651) 405-6600
Fax: (651) 405-6606

SHEET TITLE: **CASTAWAY MARINA GRADING PLAN**
PREPARED FOR: **CASTAWAY MARINA**
6140 Daffing Ave
Inver Grove Heights, Minnesota
Phone: (000)

DRAWN	CHECKED	DESIGN
gsh	---	---

SHEET NUMBER
CG-1

EDGE OF PAVEMENT AS NECESSARY
EDGE, DISPOSE OF BITUMINOUS

PROPOSED CONTOURS
MAX 2:1

ADDITIONAL WIDTH OF PAVEMENT
AS NECESSARY TO OBTAIN 14.5' OF WIDTH
FROM MAIN LINE DRIVE EDGE.

Delineated Wetland by Kjolhaug
Environment services on 5/22/08

Drawing: 082005_VillageGradingPlan.dwg
 Project: 082005_VillageGradingPlan.dwg
 Date: Jun 19, 2008, 10:40am
 X-Ref Dwg: 082005base.dwg
 Y-Ref Dwg: 082005_Imagex142.dwg
 Z-Ref Dwg: 082005_topo.dwg

MEMORANDUM

CITY OF INVER GROVE HEIGHTS

TO: Heather Botten, Associate Planner

FROM: Steve W. Dodge, Assistant City Engineer

DATE: July 11, 2008

RE: Plan Review Comments – May 27th and June 16th Plans
Castaway Marina Conditional Use Permit Amendment
Case No. 08-26CA

The following is a list of comments and concerns regarding the above referenced submittal.

1. A preconstruction meeting shall be held at City Hall with Engineering staff prior to disturbance.
2. Sediment and erosion control measures need to be shown on the plan and approved by the Engineering Division prior to disturbance.
3. Slopes are much steeper the 4:1 City Standard and are approaching 2:1. Staff is recommending that that the Owner enter into a maintenance agreement or provide a drainage and utility easement over the 2:1 slope to ensure the slope will stay established with vegetation and maintained from eroding or failing. Native Vegetation shall be utilized on the slope to provide a deep root system.
4. An engineering escrow of \$2500 shall be provided in order for construction site inspections and moneys available to make emergency corrections when the Owner/Contractor is not complying with protecting the wetland or maintaining erosion control measures.
5. A storm water management submittal showing storm drainage areas, flow paths, and storm management facilities shall be submitted along with storm calculations/assumptions that support requirements for water quality and quantity meeting Section 430 of the Storm Water Management Code and table 5-3 of the storm water comprehensive plan.
6. A containment device shall be added to protect the vehicles from the proposed steep slopes (ie. Curb, bumper stops, guardrail, etc.)
7. A Land Alteration Permit administered by Engineering Staff is needed for grading between 500 to 10,000 cubic yards of material. Additional conditions may apply.

CC: Scott Thureen, City Engineer

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

UNITED PROPERTIES; Phase 1 of InverPoint Business Park

Meeting Date: August 11, 2008
 Item Type: Regular Agenda
 Contact: Allan Hunting 651.450.2554
 Prepared by: Allan Hunting, City Planner
 Reviewed by:

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

PURPOSE/ACTION REQUESTED

UNITED PROPERTIES; Consider the following resolutions:

- a) Approve a Resolution relating to a **Final Plat with Development Contract and FINAL PUD Development Plan** for Phase 1 to be known as InverPoint Business Park
 - Requires 3/5th's vote.

- b) Approve a Resolution relating to **Wetland Replacement Plan** to allow the disturbance of 6,177 square feet of wetland.
 - Requires 3/5th's vote.

 - 60-day deadline: August 15, 2008 (extended by applicant)

SUMMARY

United Properties has submitted their final plat and final PUD plans for Phase 1 of the InverPoint Business Park project. Phase 1 consists of 2 office/warehouse buildings of approximately 200,000 square feet in total. All of the stormwater features and the three access points would be constructed with the first phase. Tree plantings along Courthouse Boulevard Court would be constructed with the first phase.

ANALYSIS

The submitted final plans are consistent with the preliminary plans and settlement agreement and all conditions pertinent to Phase 1 have been addressed. A development contract, along with other maintenance agreements addressing specific details of the project have been drafted and are part of the Council action.

The question about whether a trail along the south side of Courthouse Boulevard Court should be constructed does not need to be addressed at this time. The decision must be made within one year after the first 200,000 square feet of the project has been occupied.

Wetland

The construction of the third entrance does impact one of the wetlands. A wetland mitigation plan has been submitted for review and approval by the City. Just over 6,000 square feet of

wetlands would be impacted with the new site plan. The filling requires a replacement of 2.25:1. A total of 13,898 square feet of wetlands will be mitigated on site. The wetland plan was submitted to all reviewing agencies per WCA rules. Comments were received from BSWR and DCSWCD. The applicant has provided follow up information addressing concerns raised in the comments. Staff has reviewed the information and recommends approval of the wetland replacement plan with the conditions listed in the attached resolution.

RECOMMENDATION

Planning Staff Recommends approval of the request as presented.

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

Parks and Recreation Not applicable.

Attachments: Final Plat and Final PUD Resolution
Wetland Replacement Plan Resolution
Final Plat
Development Contract and associated documents previously distributed under
separate cover
Planning Commission Minutes
Planning Report
Wetland Impact Application and Comments

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

RESOLUTION NO. _____

**A RESOLUTION APPROVING A FINAL PLAT WITH A DEVELOPMENT CONTRACT
FOR THE PLAT OF INVERPOINT BUSINESS PARK AND FINAL PUD DEVELOPMENT
PLAN FOR PHASE 1**

**CASE NO. 08-24PUD
(United Properties)**

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

Real property in Dakota County, State of Minnesota, described as:

That part of the Southeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 17, Township 27, Range 22, Dakota County, Minnesota, lying between the centerline of old State Highway No. 52-55 (presently C.S.A.H. 28A) and the centerline of new State Highway No. 52-55; and

That part of the West $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ of Section 17, Township 27, Range 22, Dakota County, Minnesota, lying between the centerline of Old State Highway No. 52-55 (presently C.S.A.H. 28A) and the centerline of New State Highway No. 52-55;

Except that part of the Southeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 17, Township 27, Range 22, shown as Parcel 203A on Minnesota Department of Transportation Right of Way Plat No. 19-111 as the same is on file and of record in the office of the County Recorder in and for Dakota County, Minnesota.

WHEREAS, a public hearing concerning the preliminary and preliminary PUD development plan was held before the Inver Grove Heights Planning Commission in

accordance with Minnesota Statutes, Section 462.357, Subdivision 3 on August 21 and September 18, 2007;

WHEREAS, the final plat application satisfies the 37 conditions of preliminary plat and preliminary PUD approval and conforms to all applicable zoning and subdivision regulations (City Code Sections 510 and 515) and other standards applied by the City in the platting of property.

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS that, a Final Plat with a development contract for the plat of InverPoint Business Park and Final PUD Development Plan for phase 1 is hereby approved subject to the following conditions:

1. The project shall be developed in substantial conformance with the following plans on file with the Planning Department except as may be modified by the conditions below:

Emmons & Olivier Memo on final plans	dated 5/29/08
Letter from MnDOT on final plat	dated 5/15/08
Natural area/open space and undisturbed area plan	dated 4/21/08
Final Plat	dated 4/21/08
Overall Civil Site Plan	dated 7/30/08
Overall Grading Drainage and Erosion Control Plan	dated 7/30/08
Overall Utility Plan	dated 7/30/08
Mass Grading Landscape Plan	dated 7/08/08
Phase 1 Landscape Plan	dated 7/08/08
Tree Inventory and Preservation Plan	dated 6/26/08
Wetland Plan	dated 4/21/08
Architectural Plans (2 sheets)	dated 4/21/08
Rooftop Screening Perspective Drawing	dated 4/21/08
Civil Site Plan (West)	dated 7/30/08
Civil Site Plan (East)	dated 7/30/08
Grading and Drainage Plan (West)	dated 7/30/08
Grading and Drainage Plan (East)	dated 7/30/08
Utility Plan	dated 7/30/08
Utility Plan (West)	dated 7/30/08
Utility Plan (East)	dated 7/30/08
Landscape Plan	dated 7/08/08
Landscape Plan (West)	dated 7/08/08
Landscape Plan (East)	dated 7/08/08
Storm water Pollution Prevention Plan	dated 7/08/08
Survey of Right-of-Way	dated 4/23/07
Vacation	

2. Prior to any work commencing on the site, the developer shall enter into a development contract with the City. The development contract will address all other preliminary conditions of approval relating to other agreements required, park dedication, and other pertinent specific performance standards for this PUD.

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

Passed this ____ day of _____, 2008.

AYES:

NAYS:

George Tourville, Mayor

ATTEST:

Melissa Rheaume, Deputy Clerk

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

RESOLUTION NO. _____

**A RESOLUTION APPROVING A WETLAND REPLACEMENT PLAN APPLICATION
FOR THE IMPACT AND REPLACEMENT OF WETLANDS
ON PROPERTY LOCATED ALONG COURTHOUSE BOULEVARD COURT, WEST OF
BARNES AVENUE**

**CASE NO. 08-24PUD
(United Properties)**

WHEREAS, a complete Wetland Replacement Plan Application (“The Application”) was submitted to the City for property legally described as follows:

Real property in Dakota County, State of Minnesota, described as:

That part of the Southeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 17, Township 27, Range 22, Dakota County, Minnesota, lying between the centerline of old State Highway No. 52-55 (presently C.S.A.H. 28A) and the centerline of new State Highway No. 52-55; and

That part of the West $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ of Section 17, Township 27, Range 22, Dakota County, Minnesota, lying between the centerline of Old State Highway No. 52-55 (presently C.S.A.H. 28A) and the centerline of New State Highway No. 52-55;

Except that part of the Southeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 17, Township 27, Range 22, shown as Parcel 203A on Minnesota Department of Transportation Right of Way Plat No. 19-111 as the same is on file and of record in the office of the County Recorder in and for Dakota County, Minnesota.

WHEREAS, "The Application" requested City approval of a wetland impact and replacement plan that involved the filling of 6,177 square feet of wetlands and replacement with 11,222 square feet of new wetland and public value credit of 8,052 square feet;

WHEREAS, copies of "The Application" were distributed to the following agencies for review and comment: Dakota County Soil & Water Conservation District; Minnesota Board of Water & Soil Resources; Department of Natural Resources Regional Office, DNR Wetlands Coordinator; Department of the Army, Corps of Engineers, St. Paul District; and the Lower Mississippi River WMO; and

WHEREAS, written and oral comments were received at, before and after the public comment period concerning "The Application", record of the comments being found in the file for Case No. 08-24PUD;

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS that, "The Application" is considered compliant with the Minnesota Wetland Conservation Act and is hereby approved with the following conditions:

1. An escrow for the replacement wetland shall be included in the letter of credit covering construction and seeding costs as part of the approved development contract.
2. For a period of five (5) years after final grading and seeding, or unless approved sooner by the City, the applicant or their representative shall submit a wetland monitoring report to the City by December 31 of each year.
3. Within five (5) years after final grading and seeding, the site shall have 70 percent cover of native grasses/sedges and native forbs, typical of the proposed wetland type.

Passed this _____ day of _____, 2008.

AYES: _____

NAYS: _____

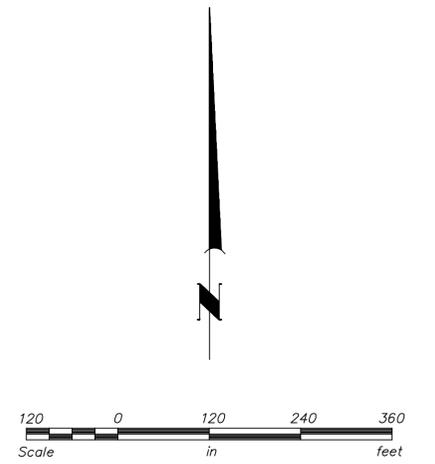
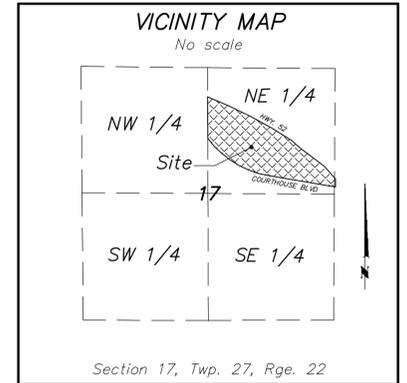
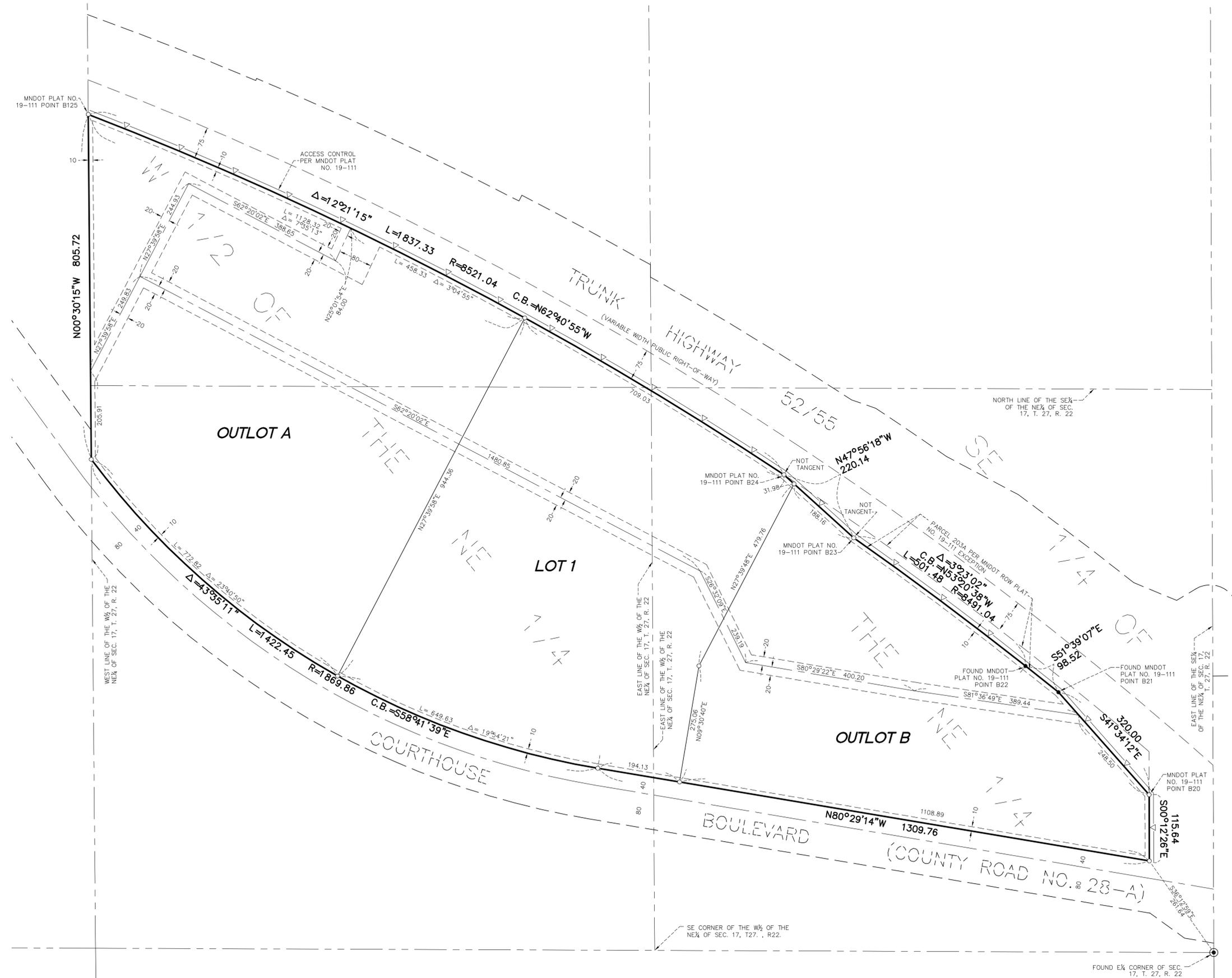
George Tourville, Mayor

ATTEST:

Melissa Rheaume, Deputy Clerk

INVERPOINT BUSINESS PARK

DRAFT COPY
SUBJECT TO CHANGE
WITHOUT NOTICE



The west line of NE 1/4 of Sec. 17, T. 27, R. 22, is assumed to bear N00°30'15\"W.

o Denotes 1/2 inch by 14 inch iron monument set and marked by License No. 23002

**RECOMMENDATION TO
CITY OF INVER GROVE HEIGHTS**

TO: Mayor and City Council of Inver Grove Heights

FROM: Planning Commission

DATE: June 3, 2008

SUBJECT: **UNITED PROPERTIES – CASE NO. 08-16PUD**

Reading of Notice

No notice required for a final plat.

Presentation of Request

Allan Hunting, City Planner, explained the request as detailed in the report. He advised that the request is for the final plat and final development plan for the first phase of Inver Point Business Park. The plat consists of one platted lot plus two outlots, and the PUD plans include the development of two buildings. Mr. Hunting advised that the settlement agreement approved the preliminary plat and development plans with 37 conditions, as well as one change to the site plan which added a third entrance at the far east side of the property that will be used as a truck entrance. Mr. Hunting advised that the additional driveway will have some wetland impact and therefore will require some wetland alteration, addition of contiguous open space on the northwest side of the site, and the addition of a stormwater pond behind future building 1. Ultimately staff feels the site will look and act the same as it did with the original preliminary plan. Mr. Hunting added that the City is in the process of reviewing and requesting proposals for the off-site improvements, including the mill and overlay of Courthouse Boulevard Court, the construction of right turn lanes at all three entrances to the site, a right turn lane on Barnes Avenue onto Courthouse Boulevard Court, and a proposal for a traffic study to address the Courthouse Boulevard Court/Barnes Avenue Trail intersection. Staff recommends approval of the request with the conditions listed in the report.

Commissioner Simon asked if the preliminary plans that were approved by the Planning Commission included the right-of-way vacation, to which Mr. Hunting replied that the vacation was approved by City Council as part of the settlement agreement.

Commissioner Simon asked if there was no longer enough room on the north side of Courthouse Boulevard Court to construct the walking path.

Mr. Hunting stated that was part of the rationale behind Council's decision to construct the path on the south side of Courthouse Boulevard Court rather than the north side.

Commissioner Simon noted there were many areas on the south side of Courthouse Boulevard that would need to be built up because of the existing ditch system.

Commissioner Hark asked if all truck traffic would be required to use the new entrance on the east side of the site.

Mr. Hunting replied in the affirmative, and advised that signage limiting truck movements would be installed.

Commissioner Hark stated he was extremely concerned about the traffic from this development and its impact on the neighborhood, and asked if the limited truck movements would be enforceable.

Mr. Hunting stated the developer would essentially be responsible for enforcement, but that he believed the City had the ability to inform drivers if they were violating the truck traffic plan.

Commissioner Hark stated he would like clarification as to whether or not limitations on truck traffic were enforceable as it was an important safety issue for the neighborhood.

Mr. Hunting stated that would need to be clarified by Council.

Chair Bartholomew asked if the driveways would be engineered to restrict trucks from making right-turn movements when exiting the site, to which Mr. Hunting replied in the affirmative.

Commissioner Hark asked if the prohibition of trucks traveling through the Ann Marie Trail/Analisa Path development would be enforceable.

Mr. Hunting stated he was unsure but that the conditions stated that local traffic signs would be posted at the intersection of South Robert Trail and Ann Marie Trail, as well as on Courthouse Boulevard Court. He did not believe these were enforceable, however, since they were public roads and trucks had the right to travel on them.

Commissioner Gooch suggested they post a weight limit as a means of restricting truck traffic.

Mr. Hunting advised that was not a viable alternative since garbage trucks, service and delivery vehicles, etc. needed access to the roads.

Opening of Public Hearing

The applicant, Bill Katter, 3500 American Boulevard, Minneapolis, responded to some of the comments made by Commissioners. He showed a graphic of the proposed signage denoting the new driveway as the development's exclusive truck entrance, stating that the width of the entrance has been designed specifically to accommodate trucks coming in and out of the park. He added that the configuration of the other two driveways would make it almost impossible for a truck to exit there and make a right-hand turn. Mr. Katter advised that their leases would include verbiage requiring that trucks abide by the signs.

Chair Bartholomew stressed that the applicants would need to abide by all conditions listed in the report.

Commissioner Schaeffer asked if the two westerly accesses had been narrowed to discourage semi-trailer traffic, to which Mr. Katter replied in the affirmative.

Jim Brown, 1186 East 90th Street, stated that any trucks coming from Analisa Path would not be able to turn into the development from that direction because of the configuration of the driveways.

Recommendation to City Council

June 3, 2008

Page 3

Planning Commission Discussion

Chair Bartholomew stated he supported the request and was pleased with the recommended hours of operation.

Planning Commission Recommendation

Motion by Commissioner Simon, second by Commissioner Gooch, to approve the request for a final plat and final PUD development plan for Phase 1 to be known as Inver Point Business Park, for the property located along Courthouse Boulevard Court, west of Barnes Avenue, with the conditions listed in the report.

Commissioner Hark stated he would likely vote for approval of the plat but was concerned about the traffic pattern and the effect it would have on the neighborhood.

Motion carried (8/0). This matter goes to City Council on August 11, 2008.

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

REPORT DATE: May 29, 2008

CASE NO: 08-24PUD

APPLICANT: United Properties

REQUEST: Final Plat and Final PUD Development Approval for Phase 1

HEARING DATE: June 3, 2008

LOCATION: Courthouse Boulevard Court, west of Barnes Avenue

COMPREHENSIVE PLAN: Industrial Office Park

ZONING: IOP, Industrial Office Park

REVIEWING DIVISIONS: Planning
Engineering

PREPARED BY: Allan Hunting
City Planner

Fire Marshall

BACKGROUND

United Properties has submitted the final plat and final development plan for the first phase of InverPointe Business Park. The plat consists of one platted lot plus two outlots. The PUD plans include development of 207,000 square feet of office/warehouse space in two buildings. The infrastructure and storm water improvements will be constructed for the majority of the project with phase I and all of the entrance points will also be constructed with phase I.

The City Council approved the settlement agreement which approved the preliminary plat and development plans with 37 conditions on February 25, 2007. There was one change approved to the site plan which added a third entrance at the far east side of the property.

EVALUATION OF THE REQUEST

The final plan review is limited to a review of the plans against the preliminary plat conditions of approval for compliance. The review will address each of the 37 conditions. A copy of the resolution approving the preliminary plans, including the conditions is attached.

Condition #1 relating to consistency with preliminary plans. The submitted final plans are consistent with the preliminary plans approved by Council as part of the settlement agreement.

The main change to the site plan is the addition of a third entrance at the far east side of the site. The intent of the added entrance is to move all of the truck traffic off Courthouse Boulevard as

soon as possible. The entrance will be posted with signs that this is main truck entrance and trucks are not to use the other two entrances. Those would be used as employee entrances. The site plan modification also requires some wetland alteration of the two easterly most wetlands along the highway.

The open space plan is also affected by the site plan change. Some of the contiguous open space on the east side of the site is affected by the third entrance. However, the site of building 4 has been reduced slightly to increase the amount of contiguous open space on the northwest side of the site.

The wetland mitigation has an impact on the overall undisturbed area of the site. The amount of undisturbed natural area open space is reduced from 50.1% to 40.0%. This includes the mitigated wetland area. An additional stormwater pond is being constructed behind future building 1.

Condition #2 relating to lots on the final plat. The final plat shows one lot for the phase I two buildings. The balance of the property is platted in two outlots for future phases.

Condition #3 relating to approval of the final grading, drainage and erosion control plans. Engineering has been working with Emmons & Olivier on the grading and erosion control plans. There are just a few minor tweaks that need to be done. The City Engineer and Emmons & Olivier finds the plans satisfy the conditions of the Northwest Storm Water Manual.

Condition #4 relating to drainage and utility easements provided on the plat. The plat provides for easements over the main drainage areas. The City Engineer has reviewed the plat and finds the necessary easements are in place. There will be more review and refinement as we discuss the development contract and if any other easements are required, they will be shown on the final plat prior to City Council review.

Condition #5 relating to ownership of natural area/open space. All of the natural area/open space shown on the plan will be in private ownership. There will be some public easements over the stormwater features. Some of the stormwater features will be maintained by the City. The balance of the open space will be owned and maintained by the land owner. This item will be addressed in the development contract meeting. Separate documents will be drafted to address the maintenance issue.

Condition #6 relating to future pedestrian/biking trail. The Council approved the plans such that the City may install a trail on the south side of Courthouse Boulevard within one year after the first 200,000 square feet of the project has been occupied. The Council will make that determination at that time. The costs of the trail would be assessed to the United Properties parcel.

Condition #7 relating to rooftop and ground mounted equipment being screened. The developer has prepared a plan (Sheet A2.3) which provides perspective drawings from both Courthouse Boulevard Court and the Highway that the roof top equipment will be screen from

view from the streets. This plan sheet will become part of the approved plans to be reviewed with the building permit information.

Condition #8 relating to park dedication. Park dedication will consist of a cash payment of \$7,000 per acre of the area that is being platted where use of the lots are finalized. The tabulation of fees based on lot area will be stated in the development contract. The park dedication fees are collected at time of final plat release.

Condition # 9 relating to parking lot and building lighting being downcast. The developer has submitted lighting plans showing the fixture type for the parking lots and the illumination pattern. The fixtures are a shoe-box style with a flat lens which is consistent with city standards. The illumination pattern also complies with maximum light illumination at centerlines of adjacent streets. The fixtures on the buildings will be reviewed at time of building permit and must be designed in such a way that the source of the light is not visible from the street. They must have some type of shield so the bulb isn't directly visible from the street.

Condition #10 relating to plans reviewed by the Fire Marshall. The Fire Marshall has reviewed the plans and has no issues with the layout and access. The Fire Marshall indicated the addition of the third access at the east end improved emergency vehicle access.

Condition #11 relating to MnDOT Review. The final plans have been sent to MnDOT for their review. MnDot's letter has two comments, one regarding traffic volumes, the other drainage. Traffic studies were conducted with the preliminary plans and no issues were identified regarding volumes. The plans will be modified to make sure the boundaries of the rain gardens are within the boundaries of the plat and not onto MnDOT right-of-way.

Condition #12 relating to utility plan modification.

Condition #13 relating to issues listed in Emmons and Olivier memo of 9/13/07.

Condition #14 relating to storm water facilities maintenance agreement and responsibilities. The developer will be required to enter into a maintenance agreement with the City for all of the storm water features. The details of the agreement will be addressed during the development contract meeting which is currently in progress. The City Engineer is involved in the drafting of the agreements to insure all of the design elements of the Northwest Storm Water Manual are incorporated into the maintenance agreement. The City Council will review and take action on the maintenance agreement with the development contract.

Condition #15 relating to entering into a boulevard maintenance agreement. This is a standard condition that will be included in all projects in the Northwest Area where appropriate. In this case, there will be maintenance along Courthouse Boulevard Court by the developer. The maintenance agreement will be addressed during the development contract meetings and will be approved by the City Council.

Condition #16 relating to executing a conservation easement over plat. Easements will be placed over the areas that are necessary with this first phase. These will be described and documents prepared with the development contract for Council approval. The balance of the plat will be addressed with the replatting of the outlot into lots. The intent of the condition was a general catch all to address all open space/undisturbed areas and note that the easements will be addressed with the development contract phase of the development review process.

Condition #17 relating to payment of plat utility fees. The development contract will address the specific fees that the developer must pay before plat release as part of the funding for the infrastructure of the sewer and water for the Northwest Area. The Council adopted an ordinance which specifies fees to be paid at time of final plat release. There will also be additional fees collected at time of building permit for the buildings. This condition was intended to state the developers responsibility for paying these fees.

Condition #18 relating to acknowledgment of future city approvals. This condition was drafted by the City Attorney to clarify in all developments in the Northwest Area what changes require administrative or Council review. This language will be carried over into the development contract.

Condition # 19 relating to acknowledgement of PUD zoning. This condition was drafted by the City Attorney to indicate an acknowledgement will be recorded with the County for each development indicating the zoning and regulations placed on the property. It puts on record for any future land owners that there are special regulations on the property. This same type of notification was used in Arbor Pointe.

Condition #20 relating to entering into a development contract. This process has begun. A development contract will be drafted and reviewed by the City Council during their review of the final plan set.

Condition #21 relating to conditions of building occupancy. This condition will be added to the development contract. Standard condition to be included with all projects in the northwest area.

Condition #22 relating to recording of documents. A standard condition notifying all parties of what documents must be recorded with the final plat. The City Attorney's office will work with the developer and city staff to insure all documents are recorded.

Condition #23 relating to construction of sewer and water lines. This is a standard condition indicating the responsibilities of the different parties for the construction of the sewer and water lines. This will also be carried over into the development contract.

Condition #24 relating to pervious pavement for parking stalls. The preliminary condition of approval stated at least 33 parking spaces had to be constructed with pervious pavement and the balance of the 121 proof of parking spaces shall all be constructed with pervious pavement. The plan indicates 36 spaces will be constructed with pervious pavement for phase I.

Condition #25 relating to a modification of the landscape plan. The landscape plan has been modified to meet the required 5 foot setback for plantings along the front property line. The tree plantings along Courthouse Boulevard Court and within the storm retention basins will be constructed with the first phase. Plantings around the two buildings will also be planted with the first phase. Due to the construction of the third entrance, tree removal has increased by 5% (112 caliper inches). The overall landscaping plan provides 268 equivalent plantings over what is required.

Condition #26 relating to City construction of the three right turn lanes from Courthouse Boulevard Court.

Condition #27 relating to construction of the right turn lane for southbound Barnes at Courthouse Boulevard.

Condition #28 relating to signage for trucks at the three exit points.

Condition #29 relating to truck and trailer idling. The conditions of approval limit the hours trucks and trailers can be left idling at the site. This condition will be carried over into the final PUD approval and also in the development contract.

Condition #30 relating to truck deliveries. The conditions of approval limit truck delivery times. This condition will be carried over into the final PUD approval and also in the development contract.

Condition #31 relating to business hours. The conditions of approval limit the hours of operation for businesses at the site. This condition will be carried over into the final PUD approval and also in the development contract.

Condition #32 relating to restoration of Courthouse Boulevard Court.

Condition #33 relating to payment of all fees and escrows incurred by the city during the review process. The intent of this condition is to let the developer know of their financial responsibility of payment of fees. The development contract will also address this issue and state all outstanding fees must be paid prior to release of the final plat.

Condition #34 relating to prohibited uses. The conditions of approval restrict the use of the property to prohibit over the road trucking, shipping operations or truck terminals. This condition will be carried over into the final PUD approval and also in the development contract.

Condition #35 relating to conditions and recommendations of SRF memo. The SRF memo referenced the need for a traffic signal and stop signs at the intersections of 80th Street and Hwy 52. These improvements are warranted and will be installed under a different project in the

near future. There is also the discussion of trimming of the trees/shrubs to the east of Hwy 3 and south of Ann Marie Trail to improve sight line visibility. Public Works will look into contacting MnDOT to have this work done. The Council did not address specifically the comment to contact MnDOT to evaluate possible turn lanes for southbound Hwy 3 at Ann Marie Trail. All of the other comments by SRF have been addressed on the site plans.

One of the conditions Council approved was that another traffic study be performed to address the Courthouse Boulevard Court/Barnes Avenue Trail intersection.

Condition #36 relating to design of the entrance/exits to the site. The revised site plan shows the entrance geometrics so the entrances are designed for a right-in turn and not designed for a left turn out of the site.

Condition #37 relating to wetland mitigation. The construction of the third entrance does impact one of the wetlands. A wetland mitigation plan has been submitted for review and approval by the City. Just over 6,000 square feet of wetlands would be impacted with the new site plan. The filling requires a replacement of 2.25:1. A total of 13,898 square feet of wetlands will be mitigated on site. The westernmost wetland along the highway will be expanded. The final mitigation plan will be reviewed by the City Council.

Notice to neighbors of the final PUD plan approval meetings. Staff mailed notice to properties informing them of the date the Planning Commission would review the final PUD plans. A mailing is not required by ordinance, and it has not been the policy of the City to notify residents of final PUD plans in any other PUD in the City. This is a special case and was done as a courtesy to the residents. Again, the meeting on the final PUD is not a public hearing and no additional conditions or stipulations can be added to the request. This is only a review for consistency with the preliminary PUD plans.

ALTERNATIVES

A. **Approval.** If the Planning Commission finds the proposed Final plat and Final PUD development plans for Phase 1 consisting of seven platted lots with seven building sites and a seven outlot plat to be acceptable, a recommendation of approval should be made subject to the following conditions:

1. The project shall be developed in substantial conformance with the following plans on file with the Planning Department except as may be modified by the conditions below:

Preliminary PUD conditions of approval and site plan	
Project Narrative and Design Guidelines	dated 2/19/08
Emmons & Olivier Memo on final plans and preliminary plans	dated 3/10/08

Letter from Dakota County on final plat	dated 3/24/08
Letter from MnDOT on final plat	dated 3/19/08
Signage Calculations	dated 3/21/08
Monument Sign Locations	dated 2/19/08
Main Street Paver Detail	dated 3/21/08
Target Elevations (2 sheets)	dated 12/3/07 3/27/08
Retail Building Elevations (2 sheets)	dated 2/19/08
Future commercial phase signage	
Natural area/open space and undisturbed area plan	
Main Street Illustration	
Site Plan Colored Rendering	
Final Plat (4 sheets)	dated 3/14/08
Site Paving Plan	dated 2/18/08
Final Site Plan (4 sheets)	dated 2/19/08
Storm Water Plan (5 sheets)	dated 2/19/08
Final Grading and Drainage Plans (5 sheets)	dated 2/19/08
Landscape Plan (4 sheets)	dated 2/19/08
Final Utility Plans (4 sheets)	dated 2/19/08
Trunk Utility Plans (10 sheets)	dated 2/19/08
Erosion Control Plans (9 sheets)	dated 2/19/08
Street Plans (7 sheets)	dated 2/19/08
Street Signage Plans (4 sheets)	dated 2/19/08

2. Prior to any work commencing on the site, the developer shall enter into a development contract with the City. The development contract will address all other preliminary conditions of approval relating to other agreements required, park dedication, and other pertinent specific performance standards for this phase of the PUD.

B. Denial. If the Planning Commission does not find the application to be acceptable, a recommendation of denial should be made. Specific findings supporting a basis for denial must be stated by the Commission if such a recommendation is made.

RECOMMENDATION

Based on this review, the Planning Division recommends approval of the final plat and PUD development plans for Phase 1 subject to the conditions stated above.

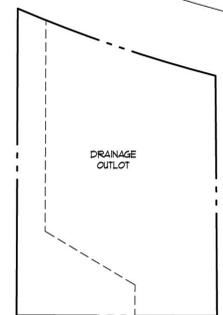
ATTACHMENTS:

Preliminary PUD conditions of approval and site plan
Project Narrative and Design Guidelines
Emmons & Olivier Memo on final plans and preliminary plans

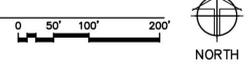
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Main Street Illustration (waiting for plan)
Site Plan Colored Rendering (waiting for plan)
Final Plat (4 sheets)
Site Paving Plan
Final Site Plan (4 sheets)
Storm Water Plan (5 sheets)
Final Grading and Drainage Plans (5 sheets)
Landscape Plan (4 sheets)



-  OPEN SPACE
-  CONTIGUOUS OPEN SPACE
-  UNDISTURBED OPEN SPACE
-  WETLAND
-  BUILDINGS
-  NEW WETLAND/ UNDISTURBED OPEN SPACES



1 **UNDISTURBED AND CONTIGUOUS OPEN SPACES**
A1.3 1"=100'-0"



UNDISTURBED AND CONTIGUOUS OPEN SPACES

Issues and Revisions:

CITY SUBMITTAL	6/18/07
CITY SUBMITTAL	7/27/07
ALTERNATE SITE PLAN	8/20/07
CITY SUBMITTAL	9/05/07
FINAL P.U.D.	4/21/08

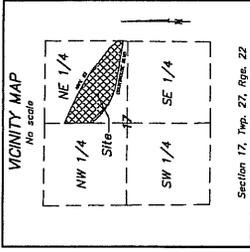
I hereby certify that this plan, specification or report was prepared by me or under my direct supervision and that I am a duly Licensed Architect under the laws of the State of Minnesota.


Date: 7/27/07 Lic. No. 13041

Commission No. 75372-06193
Drawn by: JL/KLT
Checked by: SCI

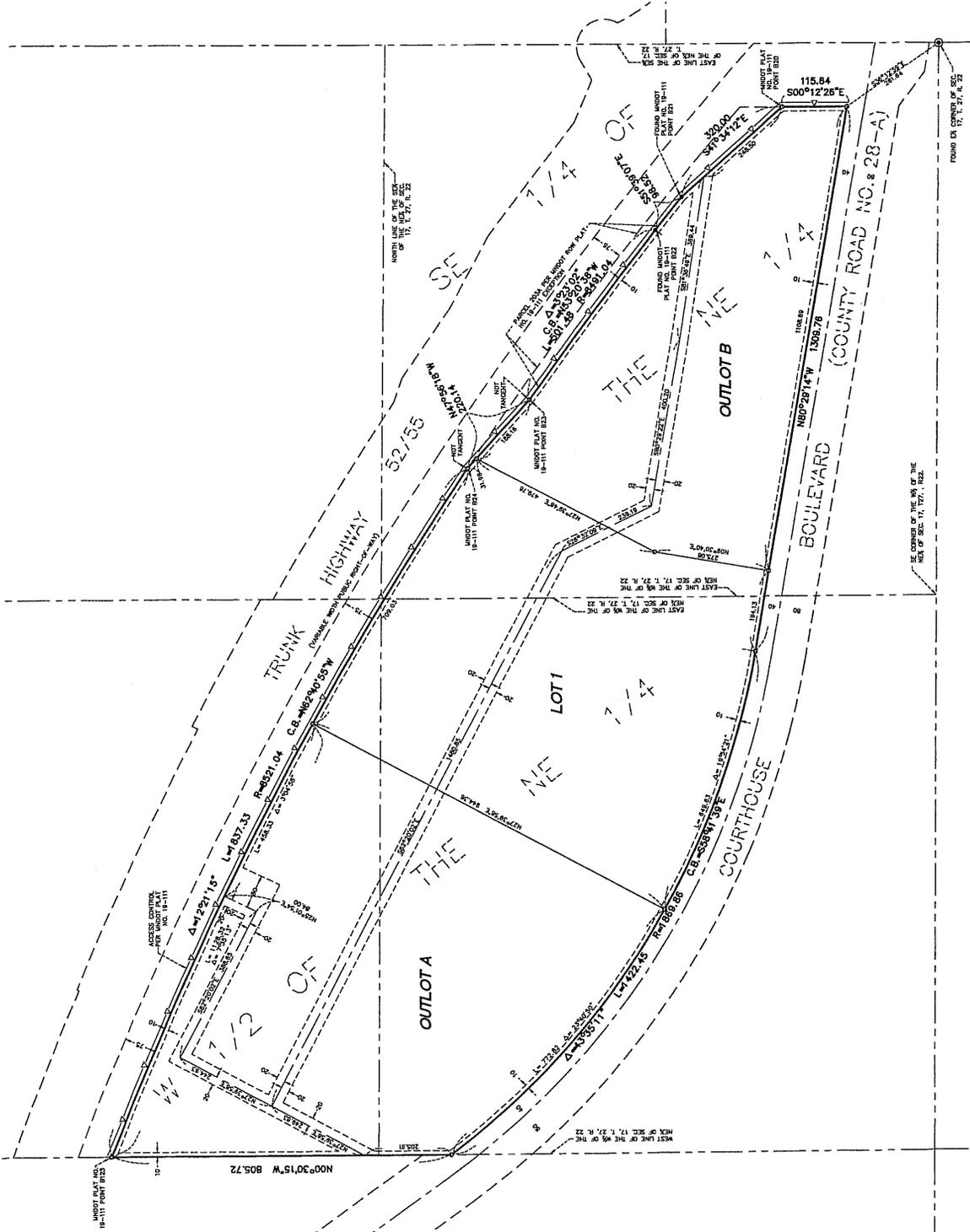
SHEET

INVERPOINT BUSINESS PARK



The west line of NE 1/4 of Sec. 17, T. 27, R. 22
is assumed to bear N00°30'15\"

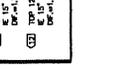
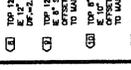
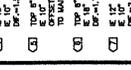
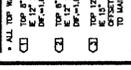
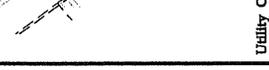
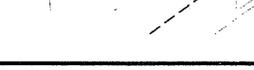
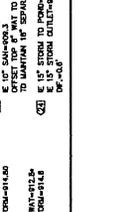
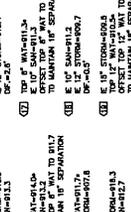
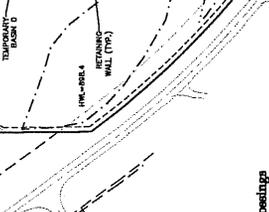
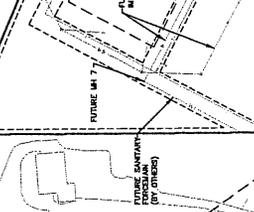
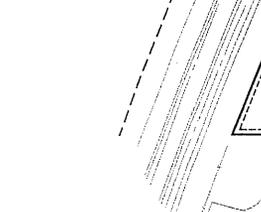
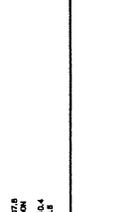
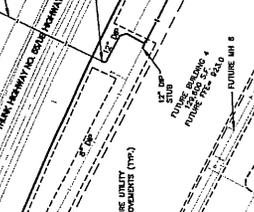
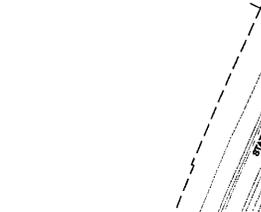
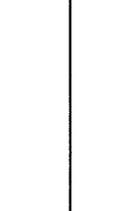
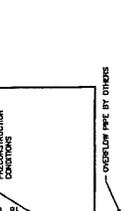
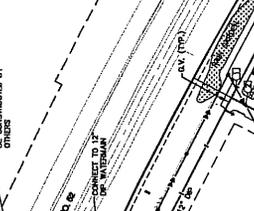
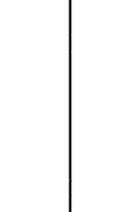
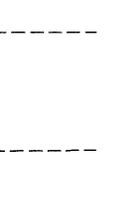
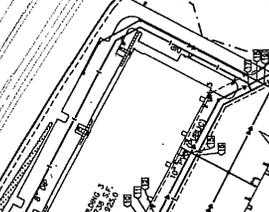
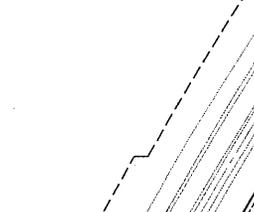
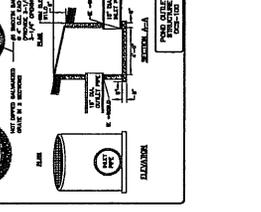
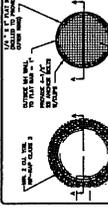
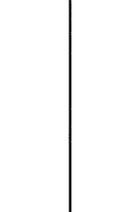
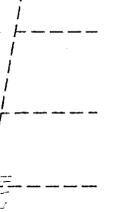
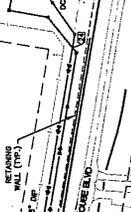
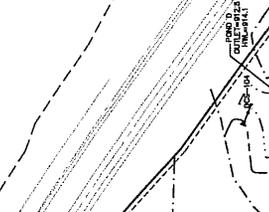
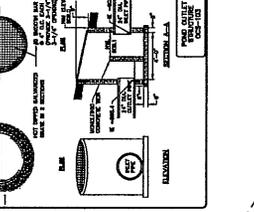
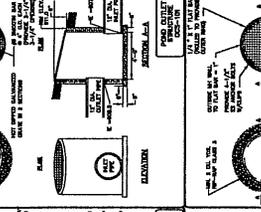
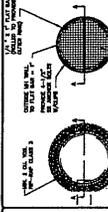
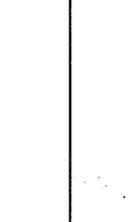
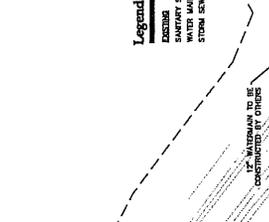
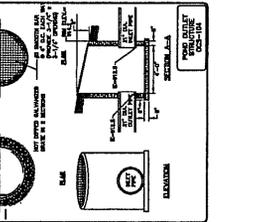
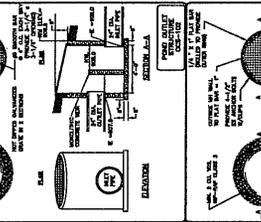
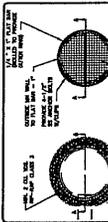
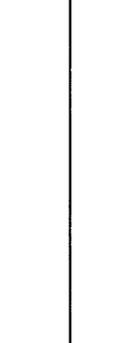
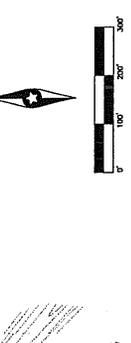
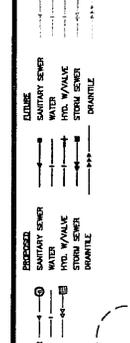
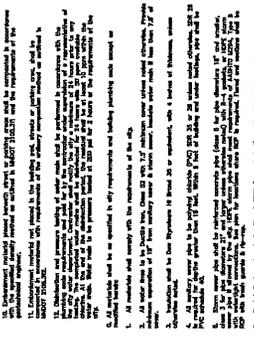
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General Utility Notes

1. All utility lines shall be installed in accordance with the applicable codes and standards. The utility lines shall be installed in a trench with a minimum depth of 18 inches. The trench shall be backfilled with compacted material to the original ground level.
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COPPER STATE ONE CALL
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Fax: 612-221-1001

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St. Paul, MN 55108
Tel: 612-221-1000
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1200 Franklin Avenue
St. Paul, MN 55108
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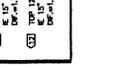
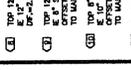
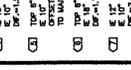
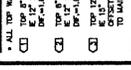
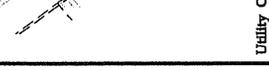
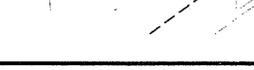
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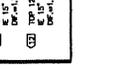
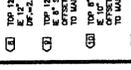
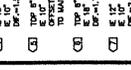
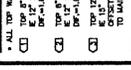
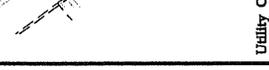
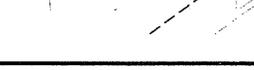
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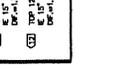
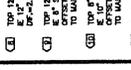
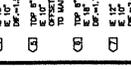
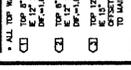
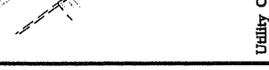
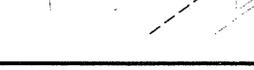
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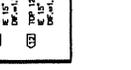
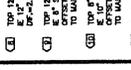
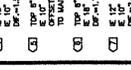
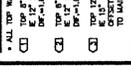
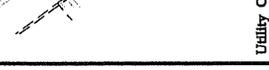
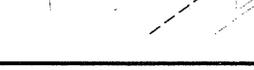
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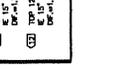
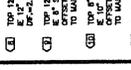
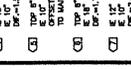
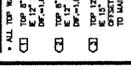
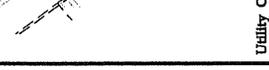
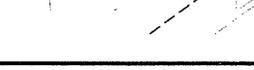
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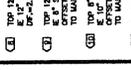
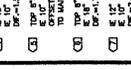
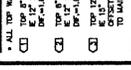
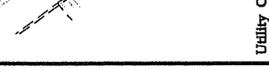
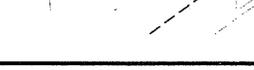
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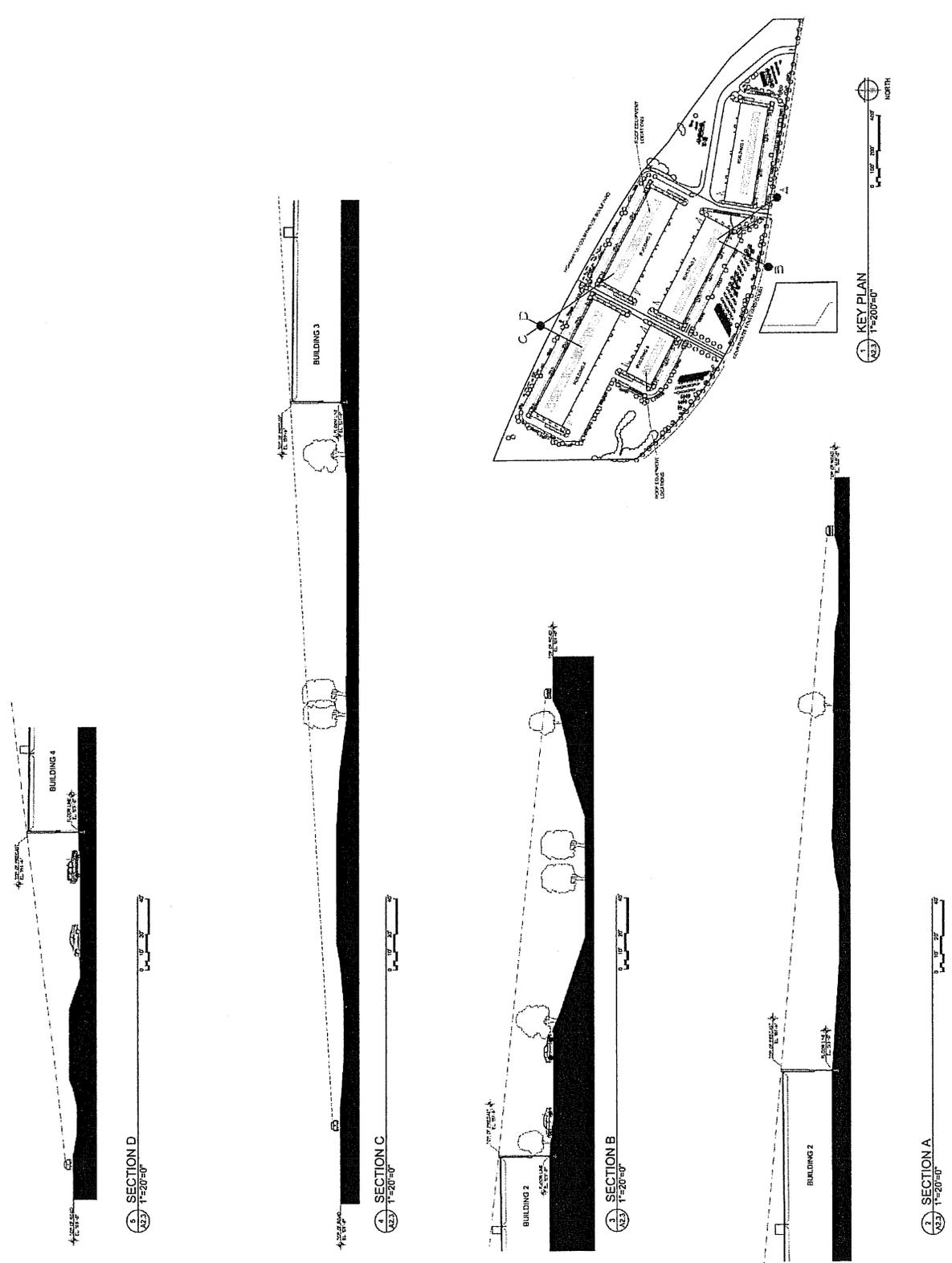


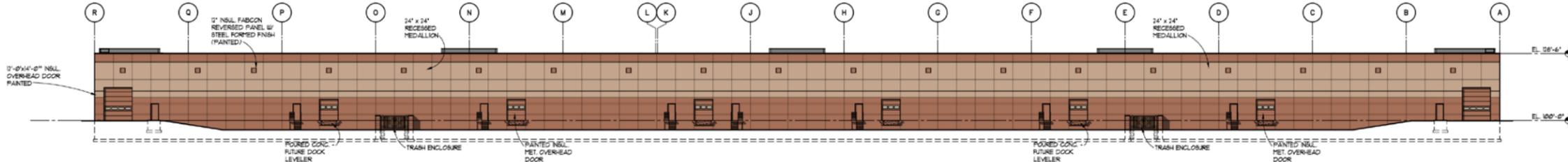
SITE SECTIONS

DATE: 01/15/10	BY: J. B. B.
CITY: MINNAPOLIS	PROJECT: 01/15/10
ALTERNATE SITE PLAN: 01/15/10	CITY: MINNAPOLIS
CITY: MINNAPOLIS	DATE: 01/15/10
PROJECT: 01/15/10	BY: J. B. B.

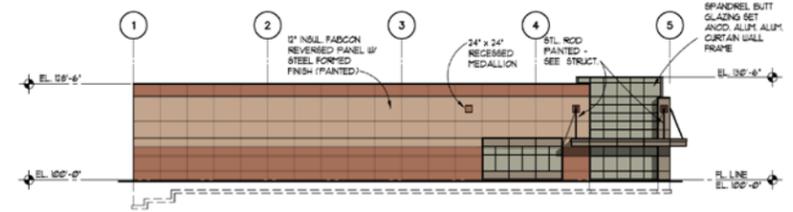
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NO. 006	DATE: 01/15/10
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NO. 010	DATE: 01/15/10

A2.3

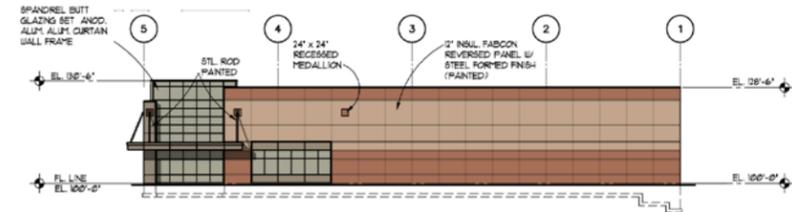




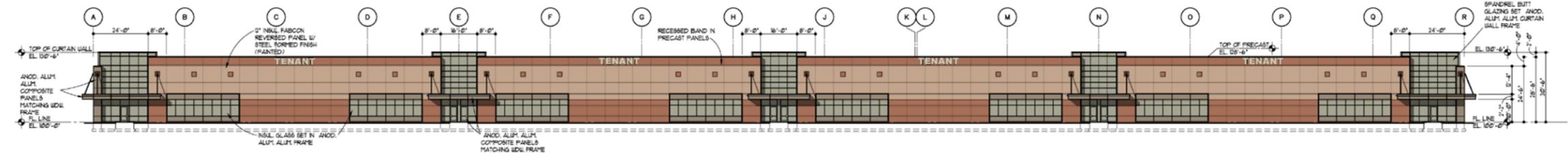
1 BUILDING 2 NORTH ELEVATION
A2.1 1"=20'-0"



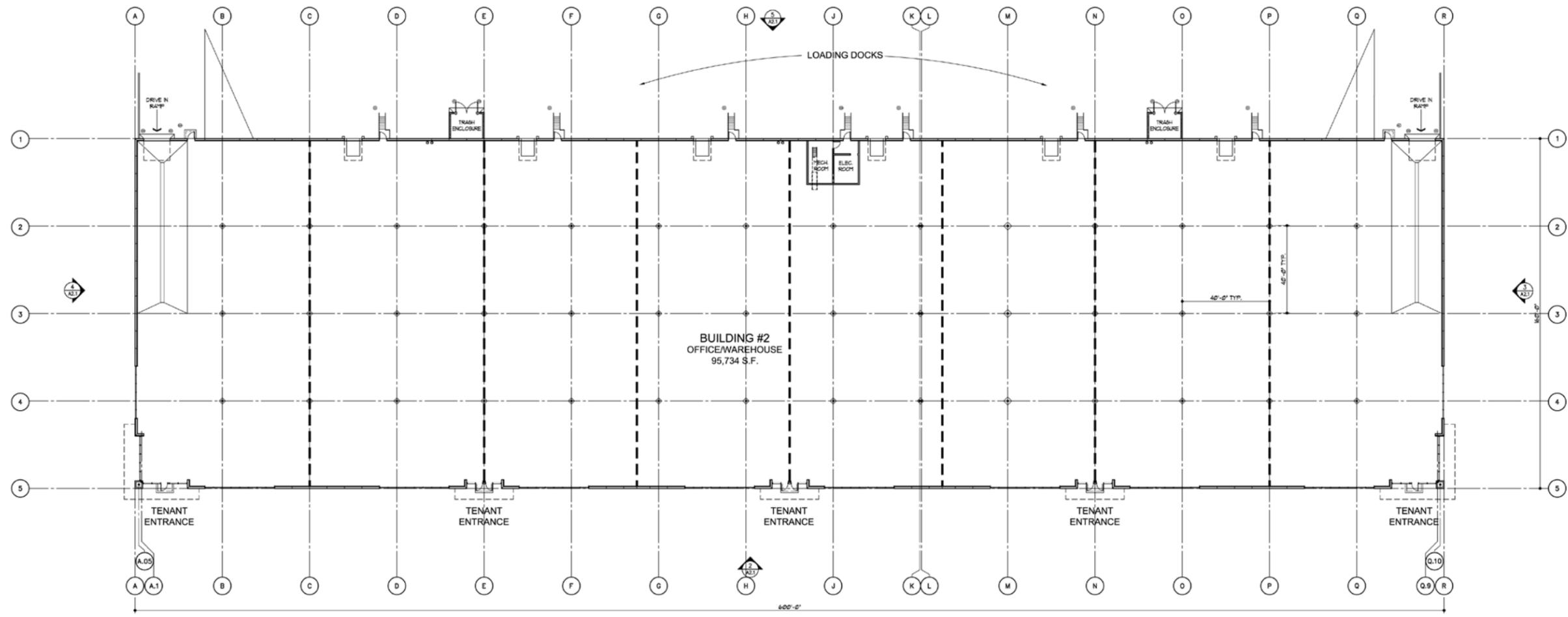
4 BUILDING 2 WEST ELEVATION
A2.1 1"=20'-0"



3 BUILDING 2 EAST ELEVATION
A2.1 1"=20'-0"



2 BUILDING 2 SOUTH ELEVATION
A2.1 1"=20'-0"



1 BUILDING 2 FLOOR PLAN
A2.1 1"=20'-0"



1255 ENERGY PARK DRIVE
ST. PAUL, MN 55108-5118
PH (651) 642-9200
FAX (651) 642-1101



InverPoint
Business
Park
INVER GROVE HEIGHTS, MINN.

**BUILDING 2
ELEVATIONS
AND FLOOR PLAN**

Issues and Revisions:

CITY SUBMITTAL	6/18/07
CITY SUBMITTAL	7/27/07
ALTERNATE SITE PLAN	8/20/07
CITY SUBMITTAL	9/05/07
FINAL P.U.D.	4/21/08

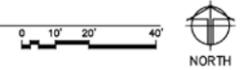
I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed Architect under the laws of the State of Minnesota.

Jan R. Pope
Date: 7/27/07 Lic. No. 13041

Commission No. 75372-06193
Drawn by: JL/KLT
Checked by: SCI

SHEET

A2.1





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ST. PAUL, MN 55108-5118
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InverPoint
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Park
INVER GROVE HEIGHTS, MINN.

**BUILDING 3
ELEVATIONS AND
FLOOR PLAN**

Issues and Revisions:

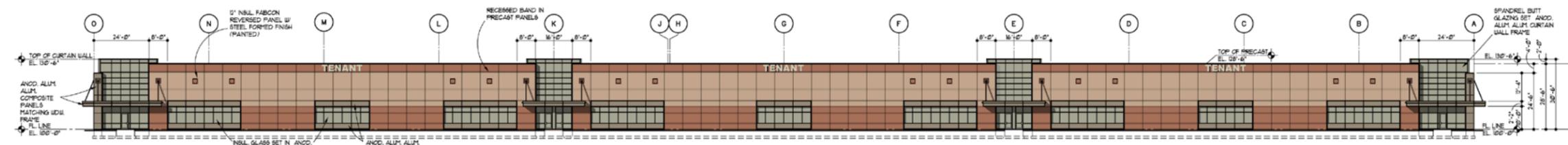
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I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed Architect under the laws of the State of Minnesota.

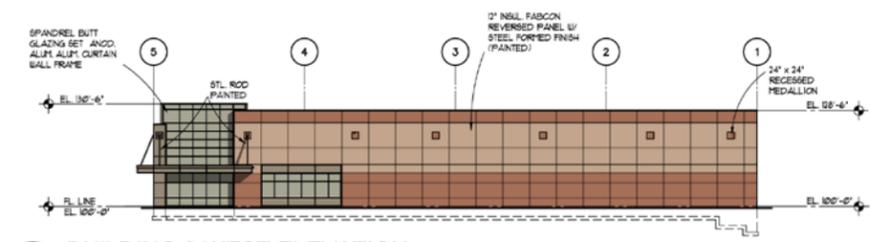
Joe R. Pope
Lic. No. 13041

Commission No. 75372-06193
Drawn by JL/KLT
Checked by SCI

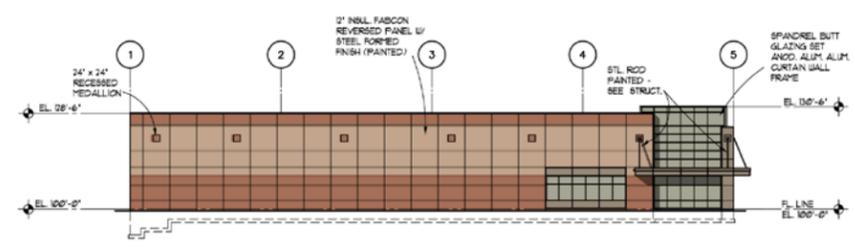
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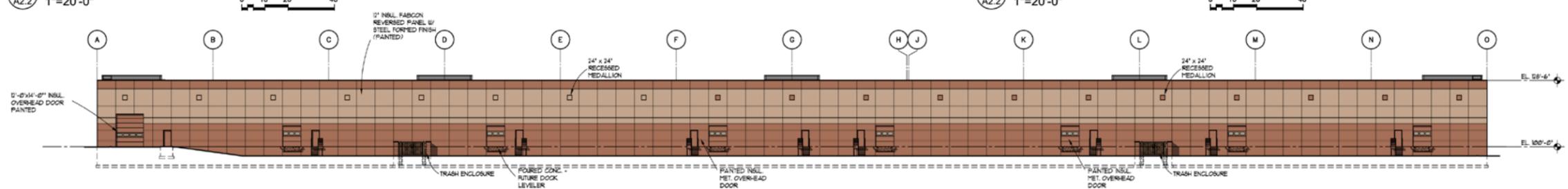
5 BUILDING 3 NORTH ELEVATION
1"=20'-0"



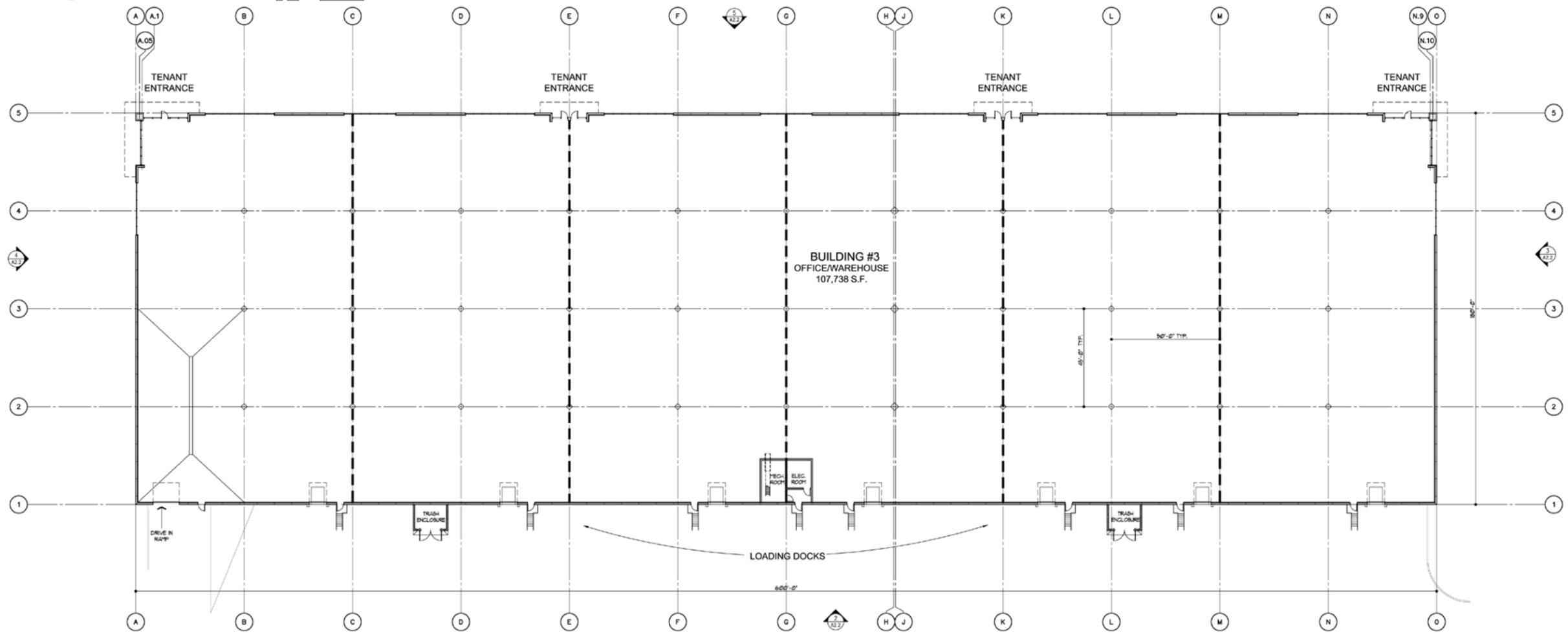
4 BUILDING 3 WEST ELEVATION
1"=20'-0"



3 BUILDING 3 EAST ELEVATION
1"=20'-0"



2 BUILDING 3 SOUTH ELEVATION
1"=20'-0"



1 BUILDING 3 FLOOR PLAN
1"=20'-0"



BUILDING #3
OFFICE/WAREHOUSE
107,738 S.F.

LOADING DOCKS

600'-0"

**Minnesota Wetland Conservation Act
Notice of Wetland Conservation Act Application for Impacts <10,000 Square
Feet**

Name of Local Government Unit: **City of Inver Grove Heights**
C/o Allan Hunting
8150 Barbara Avenue
Inver Grove Heights, Minnesota 55077-3412

Name of Applicant: **United Properties**

Application Number: **08-12W**

Type of Application (check one):
 Exemption Decision
 No Loss Decision
 Wetland Boundary and Type Determination
 Replacement Plan Decision
 Banking Plan Decision

Date of Application: March 19, 2008

Location of Project: NE 17 27N 22W
 ¼ Sec. Twp. Range

Summary of Project: Basic project purpose is to develop a commercial facility. Project proposes 470,620 square feet (10.8 acres) of office/warehouses space plus associated parking, utilities and landscaping. Four isolated wetland basins have been delineated within the 47.87-acre project site. The delineated basins include wet meadow (Type 2), shallow marsh (Type 3) and deep marsh (Type 4) water regimes/plant communities. Total delineated wetland within the project site is 3.47 acres. Development will impact approximately 6,177 square feet (0.14 acre) of wetland in three basins as follows:

Basin A = 1,511 square feet of impact

Basin B = 2,200 square feet of impact

Basin C = 2,466 square feet of impact

New wetland of 11,222 square feet (0.26 acre) and public value credit of 8,052 square feet (0.18 acre), is proposed (3.2:1 replacement ratio). Proposed wetland replacement will be on-site, in-kind and concurrent with development. Public value credit will occur through establishment of a permanent vegetative buffer adjacent to the new wetland.

You are hereby notified that the above-referenced application was made to the Local Government Unit on the date stated above. Comments on this application will be accepted until **May 2, 2008 to LGU address noted above. Contact Allan Hunting, City of Inver Grove Heights at (651) 450-2554 for details or changes to decision-making schedule.**

LOCAL GOVERNMENT UNIT

Signature

April 2, 2008

Date

Allan Hunting, City Planner

Title

List of Addressees to Receive this Notice:

Landowner/Consultant:

United Properties
Mr. Bill Katter
3500 American Blvd. W. Suite 200
Bloomington, Minnesota 55431

Westwood Professional Services
Mr. Thomas Nickel
7699 Anagram Drive
Eden Prairie, MN 55344

Members of Technical Evaluation Panel:

Ken Powell (Wetland Replacement Pan Application previously mailed)
Minnesota Board of Water and Soil Resources
520 Lafayette Road North
St. Paul, Minnesota 55155

Allan Hunting (Wetland Replacement Plan Application previously mailed)
City of Inver Grove Heights
8150 Barbara Avenue
Inver Grove Heights, Minnesota 55077-3412

Brian Watson (Wetland Replacement Plan Application previously mailed)
Dakota County Soil and Water Conservation District
4100 220th Street West, Suite 102
Farmington, Minnesota 55024

Others:

Janell Meirsch, Area Hydrologist
Minnesota Department of Natural Resources
1200 Warner Road
St. Paul, Minnesota 55106

Lower Mississippi River WMO
C/o John Sachi, Secretary
City of South St. Paul
125 Third Avenue South
South St. Paul, Minnesota 55075

Wayne Barstad
Minnesota Department of Natural Resources
Ecological Services
500 Lafayette Road
St. Paul, Minnesota 55155

Department of the Army, Corps of Engineers, St. Paul District
Brad Johnson
ATTN: CO-R, 190 Fifth Street East
St. Paul, MN 55101-1638

Allan Hunting

From: Ken Powell [Ken.Powell@bwsr.state.mn.us]
Sent: Thursday, April 10, 2008 10:26 AM
To: Allan Hunting
Cc: Brian.Watson@CO.DAKOTA.MN.US
Subject: Inverpark Business Center Replacement Plan Application

Mr. Hunting,

I offer the following comments for the City's consideration in the review of the Inverpark Business Center replacement plan application.

- I recommend that the City not conduct an onsite sequencing determination as requested by the applicant. An onsite sequencing determination is more appropriate for smaller projects such as when access to an isolated upland area is requested and no clear alternatives exist. This project involves significant land alteration and alternatives exist.
- The discussion of the "no-build alternative" is inadequate. No-build refers to not building "the project", rather than not building on the "site". The discussion should address why this particular project is being proposed and why it is not feasible or prudent to construct a different type of project that is consistent with zoning and avoids wetland impacts. In other words, what are the building size and parking requirements of the proposed users of the site? What are other compatible uses and/or users of the site and their requirements and how do they affect wetlands?
- The basis given for not pursuing the second wetland avoidance alternative is that the City requested an additional access point at the eastern end in order to reduce traffic congestion along Courthouse Blvd. This is a key portion of the argument for the wetland fill and requires more elaboration. From the information in the application it is unclear exactly how this additional access will reduce traffic congestion along Courthouse Blvd.
- In regard to wetland avoidance, a discussion of moving the access road to the south and thus avoiding wetland impacts should be included. Clearly, a minor shift of the road to the south and a subsequent reduction in the SE building size would totally avoid all wetland impacts.
- I have concerns about how the remaining wetlands on the site will persist after development. It appears that the hydrology for the wetlands is provided by surface water runoff that is ponded in the basins. Substantial alterations to the watersheds of the wetlands is proposed and it is unclear whether or not sufficient hydrology will be maintained or if extensive flooding will occur. I suggest an analysis of current watershed conditions (drainage area, hydrocad analysis of flooding during different storm events, NWL, etc.) versus proposed conditions.
- The replacement plan should include specific goals for the replacement wetland in terms of vegetation and hydrology. This would include goals related to the amount of invasives, vegetative diversity, vegetative community type, and anticipated hydrologic regime during different parts of the growing season.

Please let me know if you have any questions about these comments. Thanks.

Ken Powell
 Senior Wetland Specialist
 MN Board of Water & Soil Resources
 520 Lafayette Road
 St. Paul, MN 55155
 Phone: 651-296-0874
 e-mail: ken.powell@bwsr.state.mn.us
 Cell: 651-592-9542

Allan Hunting

From: Watson, Brian [Brian.Watson@CO.DAKOTA.MN.US]
Sent: Friday, May 02, 2008 3:37 PM
To: Allan Hunting
Cc: Ken Powell
Subject: InverPark Business Center - WCA application

Allan,

Please see following comments regarding the above referenced Wetland Replacement application:

- * The City should require an escrow or security of interest for the replacement wetland.
- * The City should require the applicant provide goals for the wetland replacement area regarding percentage of invasives species and hydrology
- * The City should require a 3-year monitoring program of both the wetland replacement area as well as the existing wetlands to determine if wetland hydrology is present upon full development.

If you have any questions, please let me know.

Brian Watson
Dakota County SWCD
4100 220th Street, Suite 102
Farmington, MN 55024
(651) 480-7778
email: brian.watson@co.dakota.mn.us
web: www.dakotaswcd.org



Larkin Hoffman Daly & Lindgren Ltd.

1500 Wells Fargo Plaza
7900 Xerxes Avenue South
Minneapolis, Minnesota 55431-1194

GENERAL: 952-835-3800
FAX: 952-896-3333
WEB: www.larkinhoffman.com

July 18, 2008

Allan Hunting
City Planner
City of Inver Grove Heights
8150 Barbara Avenue
Inver Grove Heights, MN 55077-3410

DELIVERED VIA
EMAIL AND
U. S. MAIL

Re: InverPoint Business Center
Minnesota Wetland Conservation Act
Wetland Replacement Plan Application, Response to Comments
Our File No. 21,909-13

Dear Allan:

On March 17, 2008, United Properties and Inverwood Business Park LLC (collectively the "Applicant") applied to the City of Inver Grove Heights ("City") as the local government unit ("LGU") under the Minnesota Wetland Conservation Act ("WCA") for approval of a WCA wetland replacement plan application for InverPoint Business Center ("InverPoint WCA Application"). The InverPoint WCA Application requested City approval of 6,177 square feet (0.14 acre) of wetland fill and a total of 19,274 square feet (0.44 acre) of wetland replacement consisting of 11,222 square feet (0.26 acre) of new wetland credit and 8,052 square feet (0.18 acre) of upland buffer public value credit in accordance with WCA requirements. The City received comments from Dakota County Soil and Water Conservation District ("Dakota SWCD") and the Minnesota Board of Soil and Water Resources ("BWSR") on the InverPoint WCA Application. On July 18, 2008, the Applicant's wetland consultant, Westwood Professional Services ("Westwood") submitted a response to the City on Dakota SWCD's and BWSR's technical wetland comments on the InverPoint WCA Application. This letter responds to those BWSR comments that relate more generally to land use, zoning and property development matters and the history of the InverPoint zoning and subdivision applications.

Comments from BWSR (See Westwood Professional Services Letter, dated July 18, 2008 for Responses to BWSR Comments 5 and 6).

BWSR Comment 1.

"I recommend that the City not conduct an on-site sequencing determination as requested by the applicant. An on-site sequencing determination is more appropriate for smaller projects such as when access to an isolated upland area is requested and no clear alternatives exist. This project involves significant land alteration and alternatives exist."

Response to BWSR Comment 1.

As noted in the InverPoint WCA Application, WCA rules (Minn. Rule, Pt. 8420.0520, subp. 2) authorize the LGU to provide an on-site sequencing (alternatives) determination without written documentation from the applicant for projects impacting wetland areas less than 10,000 square feet more than the de minimis amount listed in Pt. 8420.0122, subp. 9, Item A. Dakota County is a county or watershed with less than 50% of its pre-settlement wetland acreage intact (Minn. Rule, Pt. 8420.0545, Item B). The de minimis exemption amount in Dakota County is 1,000 square feet for the type 2 wetland portion of the impact and 100 square feet for the type 3 wetland portion of the impact [Minn. Rule, Pt. 8420.0122, Item (A)(3)(ii) and Pt. 8420.0122, Item (A)(4)]. Since the InverPoint WCA Application requests approval of 6,177 square feet of wetland fill, which is less than 10,000 square feet more than the appropriate de minimis amount, the InverPoint WCA Application is eligible for on-site sequencing. However, to be conservative, Westwood included a standard sequencing or alternatives analysis in the submitted InverPoint WCA Application (pgs. 2-4.) This written documentation satisfies BWSR's comment and exceeds the applicable requirement for on-site sequencing (without written documentation) authorized by WCA rules.

BWSR Comment 2.

"The discussion of the "no-build alternative" is inadequate. No-build refers to not building the "project" rather than not building on the "site." The discussion should address why this particular project is being proposed and why it is not feasible or prudent to construct a different type of project that is consistent with zoning and avoids wetland impacts. In other words, what are the building size and parking requirements of the proposed users of the site? What are other compatible uses and/or users of the site and their requirements, and how do they affect wetlands?"

Response to BWSR Comment 2.

The City land use and zoning framework is an important consideration in evaluating BWSR's second comment. This comment response summarizes information already contained in the InverPoint zoning and subdivision application record. The project site is designated Industrial Office Park in the City Comprehensive Plan. The Comprehensive Plan states that Industrial Office Park includes "lots or parcels containing warehousing, storage and light industrial uses with associated office functions. Industrial Office Park developments are usually designed in a unified manner and feature landscaped open areas and roadway areas, consistent lighting, and entry monumentation." Under Minnesota law, the Comprehensive Plan is the primary land use control for the City. Consistent with the Comprehensive Plan, the project site is zoned Industrial Office Park District. The stated purpose of the Industrial Office Park District is to provide for "warehousing,

storage and light industrial uses that include office functions.” The project site is also located within the geographic scope of the Northwest Area Overlay District Ordinance (“Northwest Area Ordinance”). The purpose of the Northwest Area Ordinance is to regulate development in the Northwest Area consistent with the Comprehensive Plan while creating a cost-efficient storm sewer system. The Northwest Area Ordinance requires all development within the Northwest Area to be by Planned Unit Development. The Northwest Area Ordinance also establishes special density and bulk standards, natural area and open space standards, allowed uses, stormwater management requirements and other performance standards.

InverPoint’s warehouse and office uses are consistent with the objectives and criteria of the Comprehensive Plan, the Industrial Office Park Ordinance, and the Northwest Area Ordinance. Moreover, InverPoint’s floor area ratio is very close to the minimum allowable intensity for an industrial office park on the project site. InverPoint’s building coverage is substantially less than the maximum building coverage in the Industrial Office Park District and in the Northwest Area Overlay District. InverPoint meets natural area and open space performance standards in the Northwest Area Ordinance, and the project’s impervious surface coverage is substantially less than the maximum impervious surface coverage allowed in the Industrial Office Park and Northwest Area Overlay Districts. InverPoint also meets minimum and maximum City parking requirements.

The project site includes 3.47 acres of wetlands in four delineated basins. The wetlands are classified as Manage 3 and 4. Vegetation quality in the affected wetland areas is relatively low as evidenced by the absence or scarcity of native plants and the general dominance of reed canary grass. (InverPoint WCA Application, p. 2). The project site is oddly configured and access is limited to Courthouse Boulevard Court. As noted below in the response to BWSR’s Comment 3, the site is further constrained by City driveway location and design standards designed to minimize impacts of truck traffic on neighboring residential areas. Other design constraints noted in the InverPoint WCA Application, including the need to accommodate minimum and maximum parking requirements, and large turning radii for trucks, and the need to provide stormwater management consistent with the Northwest Area Ordinance, also affect wetland impacts. In view of these factors and the fact that InverPoint project density, building coverage and impervious surface coverage are significantly less than the maximum allowed under City ordinances, the No-Build project alternative is not feasible and practicable.

BWSR Comment 3.

“The basis given for not pursuing the second wetland avoidance alternative is that the City requested an additional access point at the eastern end in order to reduce traffic congestion along Courthouse Boulevard. This is a key portion of the argument for the wetland fill and requires more elaboration. From the information in the application, it is unclear exactly how this additional access will reduce traffic congestion along Courthouse Boulevard.”

Response to BWSR Comment 3.

As noted in the InverPoint WCA Application, the original InverPoint development application did not require City approval of a WCA wetland replacement plan because the minor associated wetland impact was less than the applicable de minimis exemption amount. During consideration of the original InverPoint development application, a concern was raised with respect to semi-truck and other truck traffic that might impact surrounding residential properties and the intersection of Barnes Avenue and Courthouse Boulevard Court. To address these concerns, the Applicant agreed to modify its site plan by the addition of a third entrance at the far east side of the project site. The intent of the additional entrance is "...to move all of the truck traffic off Courthouse Boulevard as soon as possible. The entrance will be posted with signs that this is the main truck entrance and trucks are not to use the other two entrances. Those would be used as employee entrances. The site plan modification also requires some wetland alteration of the two easterly most wetlands along the highway." (Planning Report, City of Inver Grove Heights, Final Plat and Final PUD Development Approval for InverPoint Business Park, May 29, 2008). The primary purpose of this additional access point is not to reduce the total number of vehicular trips generated by InverPoint but, rather, to keep truck traffic as far away as possible from neighboring residential areas, as recommended by City staff and the City's consulting traffic engineering. Since warehousing, storage and light industrial uses are the primary uses allowed in the Industrial Office Park District, it is very likely that any development on the project site would be required to meet the same access constraint that resulted in the minor increase in the originally proposed exempt de minimis wetland project impact.

BWSR Comment 4.

"In regard to wetland avoidance, a discussion of moving the access road to the south and thus avoiding wetland impacts should be included. Clearly a minor shift of the road to the south and a subsequent reduction in the southeast building size would totally avoid all wetland impacts."

Response to BWSR Comment 4.

The InverPoint WCA Application includes a discussion of other factors that make total avoidance of the small amount of currently proposed wetland fill not feasible and practicable. These include the long linear (ditched) nature of the portion of Wetland A that will be impacted; the required curve radius for vehicle movements; and prescribed road widths based on truck turning radii and vehicular circulation. As noted in this comment response and in the record of the InverPoint development application, generally, the Applicant believes that it is not possible to reduce proposed project density (by reducing the size of the southeast building) and otherwise feasibly comply with Comprehensive Plan, Industrial Office Park and Northwest Area Overlay District

Allan Hunting

July 18, 2008

Page 5

performance standards and requirements. Project intensity is already significantly less than the maximum allowed in the Industrial Office Park District.

If you have any questions concerning this comment response and the InverPoint WCA Application, generally, please feel free to contact me.

Sincerely,



Linda H. Fisher, for
Larkin Hoffman Daly & Lindgren Ltd.

Direct Dial: 952-896-3210

Direct Fax: 952-842-1724

Email: lfisher@larkinhoffman.com

cc: Bill Katter, United Properties
Eric Simmer, United Properties
David M. Weetman, Westwood Professional Services
Michele Caron, Westwood Professional Services

1211022.1

July 18, 2008

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Eden Prairie, MN 55344

MAIN 952-937-5150
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TOLL FREE 1-888-937-5150
EMAIL wps@westwoodps.com
www.westwoodps.com



Allan Hunting
City Planner, City of Inver Grove Heights
8150 Barbara Avenue
Inver Grove Heights, MN 55077-3410

**Re: InverPoint Business Center Wetland Permits
Application, Response to Comments
File 20051154.00**

Dear Allan:

This letter responds to written comments received from Brian Watson (Dakota County Soil & Water Conservation District, SWCD) and Ken Powell (Board of Soil and Water Resources, BWSR) concerning the InverPoint Business Center (formally known as InverPark Business Center) Wetland Permits Application. Comments and respective responses are provided below. For additional responses, see the accompanying correspondence from Linda Fisher dated July 18, 2008.

COMMENTS FROM SWCD

SWCD Comment 1. The City should require an escrow or security of interest for the replacement wetland.

Response to SWCD 1. If required by the City, the Applicant will furnish a Performance Bond or Letter of Credit prior to recording of the final plat.

SWCD Comment 2. The City should require the applicant provide goals for the wetland replacement area regarding percentage of invasives species and hydrology.

Response to SWCD 2. The submitted wetland replacement plan meets Wetland Conservation Act (WCA) requirements, even without specific goals for the replacement wetland in terms of vegetation and hydrology. The Applicant has committed to using BWSR seed mixes for created wetland, as well as surrounding buffers. BWSR mixes have proven to be successful for revegetating graded areas, especially emergent wetlands. However, the project team will consider the mitigation goal met when the replacement wetland meets the following goals:

Wetland Vegetation

Year 1 (First Full Growing Season)

Seedlings of at least 3 early successional native sedges, rushes and/or grasses should be dispersed through the seeded area. Example species are common fox sedge (*Carex*



stipata), brown fox sedge (*Carex vulpinoidea*), green bulrush (*Scirpus atrovirens*), soft-stem bulrush (*Scirpus validus*), American slough grass (*Beckmannia syzigachne*), fowl bluegrass (*Poa palustris*), and giant manna grass (*Glyceria grandis*). Forbs present as seedlings are likely to be boneset (*Eupatorium perfoliatum*), blue vervain (*Verbena hastata*), beggar's tick's (*Bidens cernua*), and monkey flower (*Mimulus ringens*). The American slough grass and fowl bluegrass should be present and recognizable by the end of the first growing season.

Year 2 (Second Full Growing Season)

The site should have 50 percent cover of native grasses/sedges or native forbs. The site should contain 70 percent of the middle successional species contained in the specified seed mix. The wetland vegetation may transition from being dominated by American slough grass and fowl bluegrass to being dominated by green bulrush, common fox sedge, brown fox sedge and soft-stem bulrush. Sites that are a little drier may show dominance by grasses in addition to American slough grass and fowl blue grass, examples are giant manna grass, Virginia wild-rye, and fringed brome (*Bromus ciliata*).

Years 3 to 5

The site should have 70 percent cover of native grasses/sedges and native forbs. The site should contain 50 percent of all species contained in the specified seed mix. A number of wetland species take several years to establish (visibly) from seed. Examples are bur-reed, lake sedge, hummock sedge, blue-joint grass, blazingstars, and blue-flag iris.

Invasives and Wetland Hydrology

MnRAM 3.1 guidance documentation (Final Guidance, Minnesota Board of Water and Soil Resources, May 2007) indicates that wetland plant communities with less than 20 percent cover of invasive species (such as reed canary grass and hybrid cattails) are considered High Quality, and communities with 20 to 50 percent cover of such species are considered Medium Quality. Therefore, the project team will consider the invasive species goal met when the replacement wetland achieves at least Medium rating. The documented presence of inundation, saturation, and/or other physical indicators will be used to confirm the presence of wetland hydrology.

SWCD Comment 3. The City should require a 3-year monitoring program of both the wetland replacement area as well as the existing wetlands to determine if wetland hydrology is present upon full development.



Response to SWCD 3. Monitoring of the replacement wetland area will adhere to Wetland Conservation Act (WCA) requirements. Section 8420.0600 of the WCA indicates that the purpose of wetland replacement monitoring is to ensure that the replacement wetland achieves the goal of replacing lost functions and values. The WCA does not require that adjacent wetlands be monitored, only replacement wetlands. Section 8420.0610 of the rule identifies the duration of wetland replacement area monitoring, which is for five years following completion of the mitigation area, or until the technical evaluation panel deems the replacement wetland to be fully functional. The Applicant will submit an annual wetland monitoring report to the City by the end of each monitoring year.

COMMENTS FROM BWSR (See Linda Fisher letter dated July 18, 2008 for responses to BWSR Comments 1 through 4).

BWSR Comment 5. I have concerns about how the remaining wetlands on the site will persist after development. It appears that the hydrology for the wetlands is provided by surface water runoff that is ponded in the basins. Substantial alterations to the watersheds of the wetlands are proposed and it is unclear whether or not sufficient hydrology will be maintained or if extensive flooding will occur. I suggest an analysis of current watershed conditions (drainage area, hydrocad analysis of flooding during different storm events, NWL, etc.) versus proposed conditions.

Response to BWSR 5. Thank you for your comment. An extensive HydroCAD analysis of the pre-development and post-development hydrology for the InverPoint project, (including drainage areas, water levels, etc.) has been completed by Westwood for this site. The City’s consultant, Emmons and Olivier Resources (EOR), reviewed the analysis and converted it to a SWMM model to incorporate the proposed development into the Inver Grove Heights City-wide SWMM model in accordance with the City stormwater regulations for the “City of Inver Grove Heights Northwest Expansion area.” The pre- and post-development wetland watersheds are presented in Table 1 below.

Table 1. Wetland Drainage Area Acreage of InverPoint Business Center Wetlands						
Wetland ID	Pre-Development			Post-Development		
	Wetland (acres)	Drainage Area (acres)	Drainage Area Ratio	Wetland (acres)	Drainage Area (acres)	Drainage Area Ratio
A	0.87	12.29	14.13	0.84	10.38	12.36
B	0.48	4.15	8.65	0.43	2.78	6.47
C	0.99	9.47	9.57	1.19*	6.35	5.34
D	1.13	37.25	32.96	1.13	43.65	38.63

**Includes wetland mitigation area adjacent to Wetland C.*

Mr. Allan Hunting
July 18, 2008
Page 4



Westwood

As demonstrated in Table 1, the drainage areas for Wetlands A and D will increase slightly from the pre-development condition in the post-construction setting. Although the drainage areas to Wetlands B and C will be reduced slightly, it is the professional opinion of EOR and Westwood engineers that the hydrology to these wetlands will remain adequate to perpetuate wetland hydrology functions over time. This is primarily due to the proposed increase in impervious surface on the site, which will increase the volume of water routed to these wetland areas. Consequently, while drainage areas are smaller to Wetlands B and C, the increase in overall water volumes to these areas will effectively compensate for these relatively minor drainage area reductions. Wetlands A, B, and C might experience some periodic short-term increase in hydrology levels; however, these levels are not anticipated to occur at a frequency or duration that would result in detrimental effects on the quality of these wetlands.

BWSR Comment 6. The replacement plan should include specific goals for the replacement wetland in terms of vegetation and hydrology. This would include goals related to the amount of invasives, vegetative diversity, vegetative community type, and anticipated hydrologic regime during different parts of the growing season.

Response to BWSR 6. Thank you for your comment. Please see response to SWCD Comment 2.

Please contact me at (952) 906-7419 if you have questions regarding this memorandum.

Sincerely,

WESTWOOD PROFESSIONAL SERVICES

David M. Weetman, WDC, PWS
Sr. Environmental Scientist

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

MICHAEL & BETH BAUCH; Consider adopting the following resolution for the property located at 8095 Cooper Avenue, Inver Grove Heights, MN

Meeting Date: August 11, 2008
 Item Type: Regular Agenda
 Contact: Jenn Emmerich; 651.450.2553
 Prepared by: Jenn Emmerich, Assistant City Planner
 Reviewed by:

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

PURPOSE/ACTION REQUESTED

- a) Consider approving a variance to allow an accessory structure that encroaches within the front yard setback.
- Requires 3/5th's vote.
 - 60-day deadline: August 15, 2008 (1st 60 days)

SUMMARY

The applicants have submitted an application for a variance from the front yard setback requirements to construct a 324 square foot (18' x 18') accessory building on their corner lot. The lot currently features the applicants' home and attached garage. The requested accessory structure would be constructed on the south side of the property, 6' from the front property line adjacent to Cuneen Trail. Currently the house is in compliance, as it is located 30' from the property line abutting both Cuneen Trail and Cooper Avenue. The Inver Grove Heights Zoning Code requires that the structure be setback 30' from the property line. The proposed accessory building would be sided similar to the home and would be used as additional storage for the applicants' recreational vehicles.

Analysis The property has a special condition in that there is a hill on the rear side of the lot, which would prohibit the applicants from locating the shed behind the house and in compliance with the zoning code. However, staff feels that the applicants could move the accessory building in line with the existing home to minimize the size of the variance. At this location, the building would be approximately 20 feet from the property line.

RECOMMENDATION

Planning Staff Recommends approval of this variance request with the modification that the north side of the accessory building be in line with the existing home.

Planning Commission Recommends approval of the modified request (9-0).

Parks and Recreation Not applicable.

Attachments Variance Approval Resolution
 Planning Commission Recommendation
 Planning Report

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

RESOLUTION NO. _____

**RESOLUTION APPROVING A VARIANCE TO ALLOW AN ACCESSORY
BUILDING TO ENCROACH WITHIN THE FRONT YARD SETBACK.**

**CASE NO. 08-35V
(Bauch)**

Property located at 8095 Cooper Avenue and legally described as follows:

Lot 15, Block 1 of Sleepy Hollow, of Dakota County, Minnesota

WHEREAS, an application has been received for a Variance for a proposed accessory building to encroach within the required front yard setback;

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

WHEREAS, a Variance may be granted by the City Council from the strict application of the provisions of the Zoning Code (City Code Section 515) and conditions and safeguards imposed in the variance so granted where practical difficulties or particular hardships result from carrying out the strict letter of the regulations of the Zoning Code, as per City Code Section 515.40, Subd. 3A;

WHEREAS, the City of Inver Grove Heights Planning Commission reviewed the request on July 15, 2008 in accordance with City Code Section 515.40, Subd. 3C;

WHEREAS, a hardship, was found to exist not based on economic reasons. Rather the property has a special condition in that there is a hill located behind the applicants' house that would prohibit construction of the accessory structure in a compliant building location.

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

1. The accessory building shall be constructed so the north side of the structure is in line with the south side of the house.
2. The accessory structure shall be constructed at least six feet from the existing house.

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

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

George Tourville, Mayor

Ayes:

Nays:

ATTEST:

Melissa Rheaume, Deputy Clerk

**RECOMMENDATION TO
CITY OF INVER GROVE HEIGHTS**

TO: Mayor and City Council of Inver Grove Heights
FROM: Planning Commission
DATE: July 15, 2008
SUBJECT: BAUCH – CASE NO. 08-35V

Reading of Notice

Commissioner Simon read the public hearing notice to consider the request for a variance to construct a detached accessory structure that would encroach within a front yard setback for the property located at 8095 Cooper Avenue. 4 notices were mailed.

Presentation of Request

Allan Hunting, City Planner, explained the request as detailed in the report. He advised that the applicants are proposing to construct an 18' x 18' storage shed on the south side of their lot. The proposed structure would require a 21 foot variance to encroach within the front yard setback. Staff recognizes that the lot has some limitations, including topography issues, and that some type of variance is warranted. However, staff feels there are alternative locations which would require a smaller variance. Mr. Hunting then showed a drawing indicating a suggested location in which the north side of the proposed structure would line up with the south side of the existing house with at least a six foot separation between the two. Mr. Hunting noted that Council recently approved a third car garage addition on the same street with a 15 foot setback.

Commissioner Simon asked if staff heard from any of the neighbors, to which Mr. Hunting replied they had not.

Opening of Public Hearing

The applicants, Mike and Beth Bauch, 8095 Cooper Avenue, stated they would like to reduce their variance request to 15 feet and construct the accessory structure in the location suggested by Mr. Hunting.

Chair Bartholomew asked if the applicants would be opposed to a 20 foot setback as proposed by Mr. Hunting.

Mr. Bauch stated he was not sure of the exact location of their property line, but that he would be agreeable to lining the south side of their home up with the north side of the accessory structure. Mr. Bauch noted there would be no driveway going to the building.

Planning Commission Recommendation

Motion by Commissioner Gooch to approve a 15-20 foot variance for an accessory building to encroach within the front yard setbacks for the property located at 8095 Cooper Avenue, with the hardship being the topography of the land and the existing trees.

Commissioner Simon asked if Commissioner Gooch would be amenable to changing his motion to approve a 20-30 foot variance.

Commissioner Gooch questioned the exact location of the property line.

Mr. Hunting stated he was not sure of the exact measurement from the property line, but that an obvious line that the applicants had agreed to was to place the north side of the accessory structure in line with the south side of the house.

Commissioner Simon stated she was concerned about the potential for the applicants to place the proposed structure close to the house which could move the building nearer to Cuneen Trail.

Mr. Hunting advised there had to be at least a six foot separation between the two structures which would result in the building being no closer than 20 feet from the road.

Commissioner Gooch modified his motion to state that the north side of the accessory structure **shall** line up with the south side of the house with at least a six foot separation.

Commissioner Schaeffer questioned making a recommendation based on the alignment of the house rather than a specific distance.

Chair Bartholomew stated it was simply for ease and simplicity since the homeowners were not certain of the exact distances and property line locations.

Commissioner Schaeffer stated he was concerned that the proposed structure could end up too close to Cuneen Trail, to which Mr. Hunting stated he believed the structure would be no closer than 20 feet from the road.

Commissioner Wippermann noted this house was located at an intersection, and asked if any review had been done for site lines for vehicles.

Mr. Hunting stated the proposed location would put the building far enough back so as not to encroach into any visibility triangles.

The motion was seconded by Commissioner Simon.

Motion carried (9/0). This matter goes to City Council on August 11, 2008.

EVALUATION OF REQUEST:

As indicated earlier, the applicant is requesting a variance to encroach within the front yard setback to construct a 324 square foot (18' x 18') accessory structure. City Code Section 515.59, states that the City Council may grant variances in instances where practical difficulties exist or where a hardship would be imposed upon the property owner if the code were strictly enforced. In order to grant the requested variances, the City Code identifies several criteria which are to be considered. The applicant's request is reviewed below against those criteria.

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

The general intent of this standard is to limit the precedent that could be set if the variance was granted. The property does not have any special conditions that make it unique. The applicants are not being denied reasonable use of their property as they have a single family residential home and large attached garage on the lot. Additionally, staff feels that the accessory building could be constructed elsewhere on the property, in a location that does not require such a large variance. The suggested location can be seen in Exhibit d.

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

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

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

There is no hardship relating to the garage addition request as the property owners are not being prevented from reasonable residential use of their property. Additionally, there is room to construct the accessory building elsewhere on the property.

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

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

ALTERNATIVES

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

- A. **Approval.** If the Planning Commission favors the requested Variance, the Commission should recommend approval of the request with at least the following condition:
1. The site shall be developed in substantial conformance with the site plan dated June 16, 2008 on file with the Planning Department.
- B. **Denial.** If the Planning Commission does not favor the proposed application, the above request should be recommended for denial. With a recommendation for denial, findings or the basis for the denial should be given.

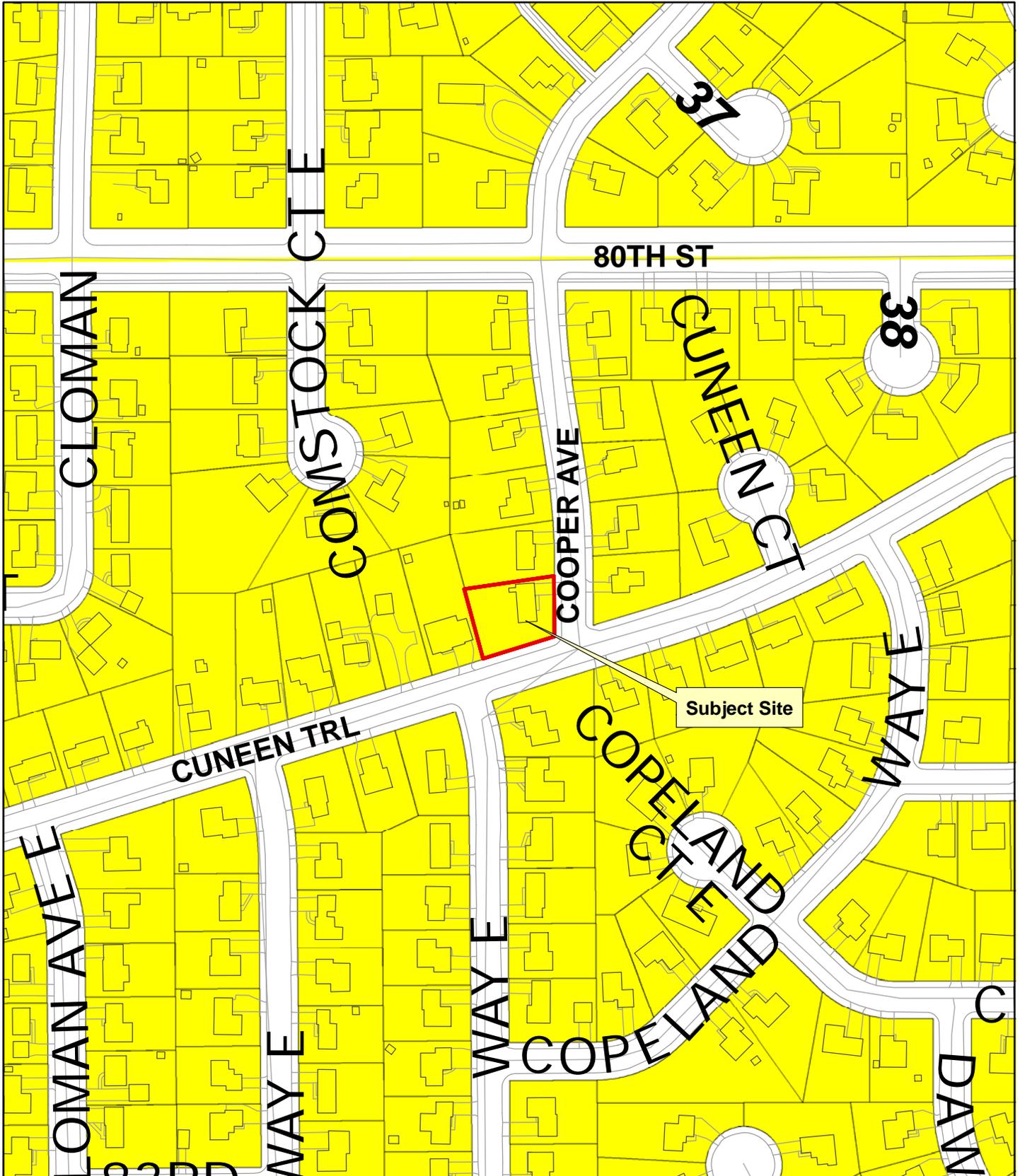
RECOMMENDATION

Staff believes that the variance criterion has not been met and therefore Staff recommends denial of the variance as presented.

Attachments: Exhibit A - Location/ Zoning Map
Exhibit B - Applicant Narrative
Exhibit C - Site Plan
Exhibit D - Proposed Alternative Location

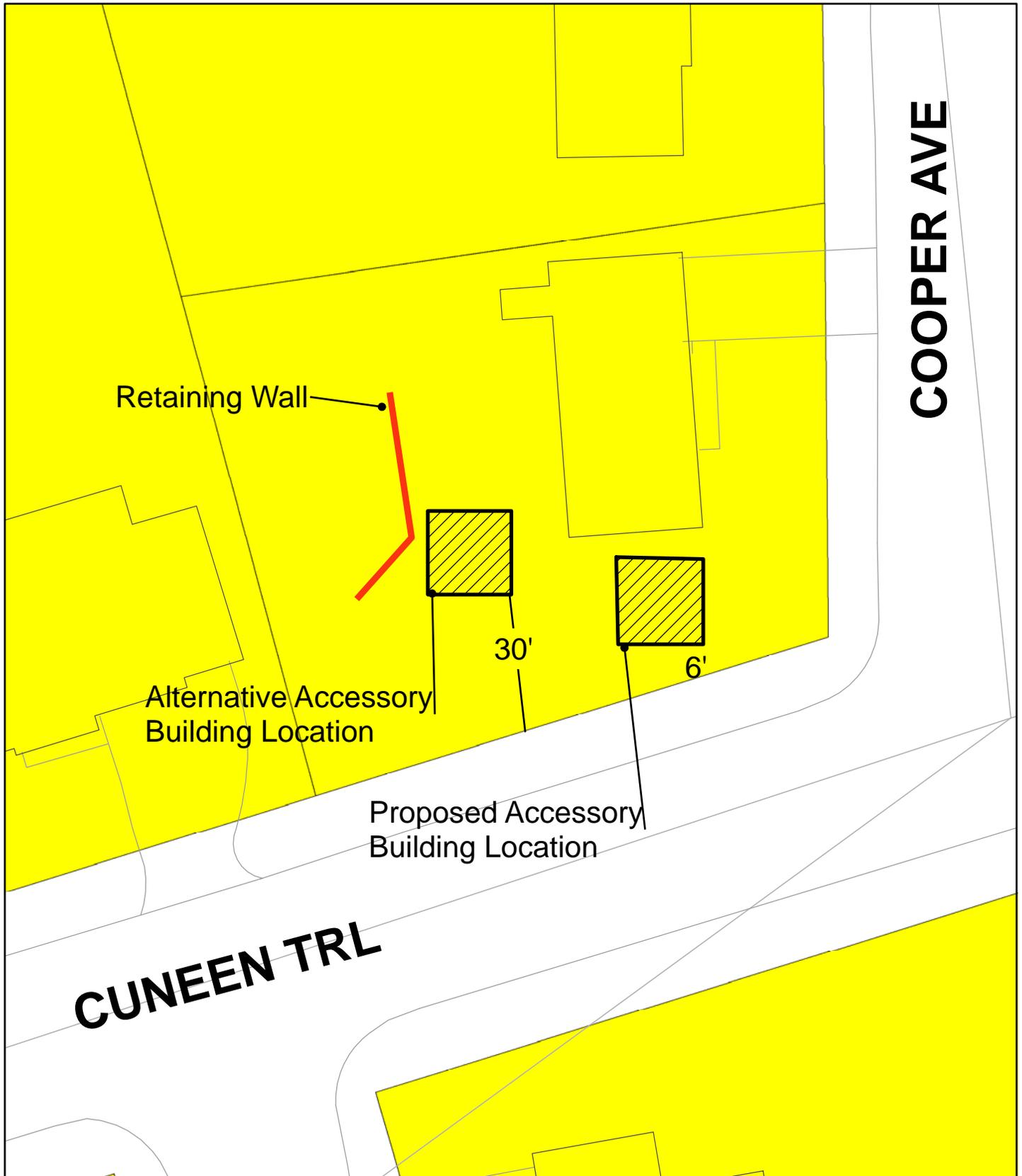


Bauch Variance Request Case No. 08-35V



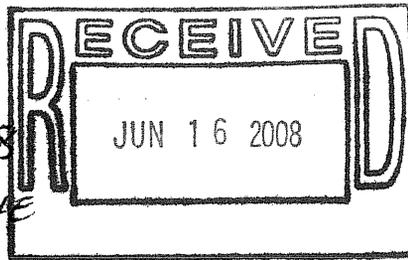


Bauch Variance Request Case No. 08-35V



COOPER AVE

CUNEEN TRL



WE WOULD LIKE TO BUILD A 18X18
STORAGE SHED NOT CONNECTED TO THE
HOUSE.

WE WOULD LIKE TO BUILD IT ON THE
SOUTH SIDE OF THE PROPERTY, THIS IS
THE ONLY PLACE WE CAN PUT A BUILDING
SINCE THE WEST SIDE OF THE PROPERTY
IS MOSTLY HILL.

THERE WILL BE NO DRIVEWAY AND IT WILL
HAVE A CLASS 5 FLOOR WITH 1 DRIVE-IN
DOOR AND 1 SERVICE DOOR. (NOT A GARAGE
BUT A STORAGE SHED.)

EXHIBIT B

RECEIVED
JUN 16 2008

8075 COOPER AVE

VANDER GON

8045 COOPER

BAUCH

STEWART
8046 COOPER

COONROD
SALZ
3723 CUNEENTRL

COOPER AVE

CUNEEN TR

8130 COOPER WAY

PENNINGTON

BOMBARDO

EXHIBIT C

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

CITY OF INVER GROVE HEIGHTS; Consider the first reading of an Ordinance Amendment to amend Section 515.30 regarding the definition of impervious coverage.

Meeting Date: August 11, 2008
 Item Type: Regular Agenda
 Contact: Jenn Emmerich; 651.450.2553
 Prepared by: Jenn Emmerich, Assistant City Planner
 Reviewed by:

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

PURPOSE/ACTION REQUESTED

- a) Consider the first reading of an Ordinance Amendment that would define impervious surface.
- Requires 3/5th's vote.

SUMMARY

Background The City Council directed staff to hold a public hearing regarding changing the allowed maximum impervious coverage in the “R” Zoning Districts. Upon review of the code, it was determined that a definition of impervious surface should also be adopted; however, a public hearing for the definition was not specifically noticed. Therefore, Planning Commission will hold a public hearing on September 2, 2008.

Analysis Upon review of the City Code, it was determined that impervious surface is used in several sections and that a definition of impervious surface exists in the Northwest Area Stormwater Manual. Staff composed the proposed definition with assistance from Tim Kuntz, City Attorney and forwarded the definition to Emmons and Olivier for review. Emmons and Olivier reviewed the proposed definition and did not think the new definition would have any unwanted effects on the Northwest Area Stormwater Manual. Therefore staff is recommending that the proposed definition be adopted in both the Zoning Code as well as the Northwest Area Stormwater Manual.

RECOMMENDATION

Planning Staff Recommends approving the first reading of this ordinance amendment.

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

Parks and Recreation Not applicable.

Attachment Ordinance Amendment Resolution

CITY OF INVER GROVE HEIGHTS

DAKOTA COUNTY, MINNESOTA

ORDINANCE NO. _____

AN ORDINANCE PROVIDING A DEFINITION OF THE TERM IMPERVIOUS SURFACE AND AMENDING SECTION 515.30 SUBD. 2 (ZONING CODE – DEFINITIONS) OF THE CITY CODE AND AMENDING SECTION 515.80 SUBD. 39 (I) OF THE CITY CODE RELATING TO THE INVER GROVE HEIGHTS NORTHWEST AREA STORMWATER MANUAL

The City Council of Inver Grove Heights hereby ordains as follows:

Section 1. AMENDMENT. Inver Grove Heights City Code Section 515.30 Subd. 2 is hereby amended by adding the definition for the term impervious surface to read as follows:

- 128.a. Impervious Surface - That surface of the lot (1) which has been covered or has been physically altered and (2) that contains a constructed hard surface, which would prevent or retard the entry of water into the soil and cause water to run off in greater quantities or at an increased rate of flow than prior to development. Examples include concrete, asphalt, pavers, permeable pavement systems and various compacted materials including aggregate, limestone, gravel driveways, gravel parking areas, gravel storage areas and recycled bituminous. Buildings, rooftops, sidewalks, patios, driveways, parking areas, storage areas, tennis and basketball courts, covered decks and decks with an impervious surface below and any other structure shall be included for the purpose of calculating maximum lot coverage. Exception: Decks with grass or other natural porous surfaces below will not be considered when calculating lot coverage percentage.

Section 2. AMENDMENT. The definition of impervious surface contained in Appendix C of the Inver Grove Heights Northwest Area Stormwater Manual dated July 2006, prepared by Emmons & Olivier Resources, as codified in Inver Grove Heights City Code Section 515.80 Subd. 39 (I), is hereby amended to read as follows:

~~Impervious surface. a surface in the landscape that impedes the infiltration of rainfall and results in an increased volume of surface runoff~~

Impervious surface. The term impervious surface, for purposes of the Inver Grove Heights Northwest Area Stormwater Manual, shall have the same meaning as that term is defined by Inver Grove Heights City Code Section 515.30 Subd. 2.

Section 3. EFFECTIVE DATE. This ordinance shall be in full force and effect from and after its passage and publication according to law.

Passed this _____ day of _____, 2008.

Ayes _____

Nays _____

George Tourville, Mayor

Attest:

Melissa Rheaume, Deputy Clerk

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL DIRECTION

CITY OF INVER GROVE HEIGHTS; Consider the first reading of an Ordinance Amendment to modify the requirements relating to the exterior building materials of all buildings in all residential zoning districts.

Meeting Date: August 11, 2008
 Item Type: Regular Agenda
 Contact: Jenn Emmerich; 651.450.2553
 Prepared by: Jenn Emmerich, Assistant City Planner
 Reviewed by:

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

PURPOSE/ACTION REQUESTED

- a) Consider the First Reading of an Ordinance Amendment that would allow certain exterior building materials on structures in all residential districts.
 - Requires 3/5th's vote.

SUMMARY

Background At the April 28, 2008 City Council meeting, Council directed staff to research the issue of exterior building materials. In response, staff has reviewed the current zoning ordinance and the zoning ordinances in the surrounding cities and has made a recommendation for a zoning code amendment. That information was brought back to Council on June 9, 2008.

Analysis City Council directed staff to review several items relating to exterior building materials including greenhouses, types of structures, zoning districts and accessory structure size. Additionally, staff reviewed the current code and the zoning codes for surrounding cities. After reviewing these issues, staff recommends a zoning code amendment that lists the allowed exterior building materials and an amendment to the definition of a structure.

RECOMMENDATION

Planning Staff Recommends an amendment to the current code that would require all exterior walls be covered with siding, stucco, brick, glass, composite plastic or other comparable material as approved by the Building Official and that cloth, fabric, canvas, plastic sheets, tarps, tarpaper and insulation be prohibited as final covers for exterior walls. Additionally, commercial greenhouses and playground equipment and apparatus should be excluded from the ordinance amendment.

Planning Commission Recommends approval of the ordinance amendment (8-1, Bartholomew). Chair Bartholomew expressed concerns regarding the removal of the lower threshold for structure size.

Enclosure: Ordinance Amendment
 Planning Report

CITY OF INVER GROVE HEIGHTS

DAKOTA COUNTY, MINNESOTA

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTION 515.90 SUBD. 19. (ZONING CODE – Exterior Building Materials) OF THE CITY CODE

The City of Inver Grove Heights hereby ordains as follows:

Section 515.90 Subd. 19. **Exterior Building Materials.**

Exterior surfaces of all principle and accessory structures in all residential zoning districts (“R”, “A” and “E” Districts) must be covered with siding, stucco, brick, glass, composite plastic or other comparable material as approved by the Building Official. Cloth, fabric, canvas, plastic sheets, tarps, tarpaper and insulation shall be prohibited as final covers for exterior walls.

Playground equipment and apparatus and commercial greenhouses are excluded from this exterior building materials requirement.

Sheet or corrugated steel or aluminum metal siding shall be prohibited on all detached accessory structures in the City, unless a conditional use permit is approved for its use by the City Council. A conditional use permit may only be issued by the City Council for sheet or corrugated steel or aluminum metal siding for lots in the “A” or “E-1” Zoning Districts, and only if the sheet or corrugated steel or aluminum metal siding has a thickness of at least 29 gauge, and comes with a manufacturer’s warranty of at least 20 years. There shall be a minimum space of six (6) feet between the principal and accessory structure unless attached, and a minimum space of six (6) feet between all other accessory structures. Any detached accessory structure that exceeds a gross floor area of 1,000 square feet must maintain a minimum setback from all property lines of 50 feet.

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

Passed this ____ day of _____, 2008.

Ayes ____

Nays ____

George Tourville, Mayor

Attest:

Melissa Rheaume, Deputy Clerk

CITY OF INVER GROVE HEIGHTS

DAKOTA COUNTY, MINNESOTA

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTION 515.30. (ZONING CODE – DEFINITIONS) OF THE CITY CODE

The City of Inver Grove Heights hereby ordains as follows:

Section 515.30 **Definitions.**

288. Structure - Anything constructed, ~~temporary or permanent, used or intended for supporting any use or occupancy, including buildings, sheds, garages, carports, manufactured homes, greenhouses, decks and other similar buildings. the uses of which require permanent location on the ground, or attached to something having a permanent location on the ground.~~ In Shoreland Management Overlay Districts a structure shall be any building or appurtenance, including decks, except aerial or underground utility lines, such as sewer, electric, telephone, telegraph, gas lines, towers, poles and other supporting facilities. In a flood plain a structure is anything constructed or erected on the ground or attached to the ground or on-site utilities, including, but not limited to, buildings, factories, sheds, detached garages, cabins, manufactured homes, travel trailers/vehicles not meeting the exemption criteria specified in Section 515.80, Subd. 29(M2) and other similar items.

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

Passed this ____ day of _____, 2008.

Ayes ____

Nays ____

George Tourville, Mayor

Attest:

Melissa Rheume, Deputy Clerk

CITY OF INVER GROVE HEIGHTS

DAKOTA COUNTY, MINNESOTA

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTION 515.90 SUBD. 18. (ZONING CODE – ACCESSORY STRUCTURES) OF THE CITY CODE

The City of Inver Grove Heights hereby ordains as follows:

Section 515.90 Subd. 18. **Accessory Structures.**

Exceptions to these requirements are:

- ~~1. Accessory structures to single family residential uses in all “A”, “E” and “R” Zoning Districts with gross floor areas of 120 square feet or less~~

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

Passed this _____ day of _____, 2008.

Ayes _____

Nays _____

George Tourville, Mayor

Attest:

Melissa Rheaume, Deputy Clerk

the conditional use permit to conceal any plastic greenhouse structures from neighboring properties.

Residential greenhouses in the Agricultural, Estate and Residential Zoning Districts would be required to follow the exterior building materials ordinance.

5) Accessory Structure Size

The current accessory structure sizes in all residential zoning districts have recently been reviewed by Council and it has been determined that no changes were necessary. As the proposed ordinance would prohibit all structures with a plastic exterior, size is irrelevant.

6) Impervious Surface

The impervious surface regulations are being brought to Council's attention at another meeting. It is immaterial for this specific zoning code amendment.

7) Prefabricated Storage Sheds

Prefabricated storage sheds are small buildings or Rubbermaid structures that can be purchased from home improvement stores like Menards, Lowes and Home Depot. These structures are generally smaller than 120 square feet and are currently only regulated by the setback codes. However, per Council's direction, staff has removed this lower threshold of 120 square feet. Therefore, all structures, regardless of size would have to meet all of the zoning code requirements, including the exterior building materials requirement.

Current Regulations. Exterior building materials are currently addressed in Section 515.90 Subd. 19 of the City Code. The code specifies exterior building materials for commercial, industrial and institutional buildings and it requires that all exterior surfaces of a residential building be completed within one year of issuance of a building permit. It currently does not address allowed exterior building materials for residential structures.

Information on allowed structure sizes, heights and setbacks is summarized on the attached document titled "Single Family Residential Building Info".

Other Cities.

Rosemount: Requires that all buildings over 120 square feet be constructed of brick, natural stone, decorative concrete block, cast in place concrete, wood, curtain wall panels of steel, fiberglass or aluminum, glass curtain wall panels or stucco.

Cottage Grove: All structures over 160 square feet be constructed of materials consistent with the existing principal structure.

Proposed Ordinance Language. Upon reviewing all of the supporting information, staff has prepared an ordinance amendment to Section 515.90 Subd. 19 - Exterior Building Materials, which would require all exterior walls to be covered with siding, stucco, brick, glass, composite plastic or other comparable material as approved by the Building Official and that cloth, fabric, canvas, plastic sheets, tarps, tarpaper and insulation be prohibited as final covers for exterior walls.

Additionally, per Council's recommendation, staff has drafted an amendment to Section 515.90 Subd. 18. - Accessory Structures, which no longer excludes buildings under 120 square feet. However, by removing this lower threshold, children's play structures would be prohibited. Therefore, staff has recommended that this type of structure be excluded from the exterior building materials requirements.

Lastly, staff recommends that the definition of structure be modified to remove the portion that refers to permanent location on the ground and add examples of structures. Staff is recommending this modification because often plastic structures are not permanently located on the ground and we do not want to exclude them from the exterior building materials ordinance amendment.

ALTERNATIVES

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

- A. **Approval.** If the Planning Commission finds the proposed amendment language to be acceptable, the Commission could recommend adoption of the attached ordinance amendment.
- B. **Modified Approval.** If the Planning Commission finds it acceptable to change the ordinance, but is not in agreement with the recommendation, the Commission could recommend adoption of a modified amendment.
- C. **Denial.** If the Planning Commission does not find it necessary to modify the existing language, the Commission could recommend denial of the proposed ordinance amendment.

RECOMMENDATION

Based on the City Council's comments and direction, Staff recommends that the ordinance be modified as shown in Exhibit A.

Attachments: Single Family Residential Building Info
Proposed Ordinance Amendment

Exhibit A

Excerpt from the Zoning Ordinance pertaining to the Exterior Building Materials, Accessory Structures and Definitions. Proposed changes are underlined.

Section 515.90 Subd. 19. **Exterior Building Materials.**

Exterior surfaces of all principle and accessory structures in all residential zoning districts (“R”, “A” and “E” Districts) must be covered with siding, stucco, brick, glass, composite plastic or other comparable material as approved by the Building Official. Cloth, fabric, canvas, plastic sheets, tarps, tarpaper and insulation shall be prohibited as final covers for exterior walls.

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Section 515.90 Subd. 18. **Accessory Structures.**

Exceptions to these requirements are:

- ~~1. Accessory structures to single family residential uses in all “A”, “E” and “R” Zoning Districts with gross floor areas of 120 square feet or less~~

Section 515.30 **Definitions.**

288. Structure - Anything constructed, temporary or permanent, used or intended for supporting any use or occupancy, including buildings, sheds, garages, carports, manufactured homes, greenhouses, decks and other similar buildings. ~~the uses of which require permanent location on the ground, or attached to something having a permanent location on the ground.~~ In Shoreland Management Overlay Districts a structure shall be any building or appurtenance, including decks, except aerial or underground utility lines, such as sewer, electric, telephone, telegraph, gas lines, towers, poles and other supporting facilities. In a flood plain a structure is anything constructed or erected on the ground or attached to the ground or on-site utilities, including, but not limited to, buildings, factories, sheds, detached garages, cabins, manufactured homes, travel trailers/vehicles not meeting the exemption criteria specified in Section 515.80, Subd. 29(M2) and other similar items.

SINGLE FAMILY RESIDENTIAL BUILDING INFO

City of Inver Grove Heights

May 28, 2008

Agricultural (A) District:

Principal Structures Setbacks:

Front: 30'
Rear: 60'
Side: 25'

Accessory Structure Setbacks:

Front: 30'
Rear: 60'
Side:
Building \leq 1,000 s.f.: 25'
Building $>$ 1,000 s.f.: 50'

Max Allowed Accessory Structure Size:

Lot size \geq 5 acres: 2,400 s.f.
Lot size \geq 2.5, but $<$ 5 acres: 1,600 s.f.
Lot size $<$ 2.5 acres: 1,000 s.f.

Max Number of Accessory Structures:

Lot size \geq 5 acres: 2
Lot size \geq 2.5, but $<$ 5 acres: 1
Lot size $<$ 2.5 acres: 1

Max Accessory Structure Height: 25'

Estate (E-1) District:

Total Max Building Coverage:

$>$ of 5% of lot area or 4,000 s.f.

Principal Structures Setbacks:

Front: 30'
Rear: 50'
Side: 10'

Accessory Structure Setbacks:

Front: 30'
Rear: 50'
Side:
Building \leq 1,000 s.f.: 10'
Building $>$ 1,000 s.f.: 50'

Max Allowed Accessory Structure Size:

Lot size \geq 5 acres: 2,400 s.f.
Lot size \geq 2.5, but $<$ 5 acres: 1,600 s.f.
Lot size $<$ 2.5 acres: 1,000 s.f.

Max Number of Accessory Structures:

Lot size \geq 5 acres: 2
Lot size \geq 2.5, but $<$ 5 acres: 1
Lot size $<$ 2.5 acres: 1

Max Accessory Structure Height: 25'

Estate (E-2) District:

Principal Structures Setbacks:

Front: 30'
Rear: 50'
Side: 10'

Accessory Structure Setbacks:

Front: 30'
Rear: 50'
Side: 10'

Total Max Building Coverage:

Lot Size \geq 5 acres: 5% of lot area
Lot Size $<$ 5 acres: 4,000 s.f.

Accessory Structure Standards:

Max Number: 1
Max Size: 1,000 s.f.
Max Height: 25'

Single Family Residential (R-1A, B, C) District:

Principal Structures Setbacks:

Front: 30'
Rear: 30'
Side: 10'

Maximum Impervious Surface:

The lesser of 30% or 4,000 s.f.

Accessory Structure Setbacks:

Front: 30'
Rear: 8'
Side: 5'

Max Accessory Structure Size: 1,000 s.f.

Max Accessory Structure Height: 25'

***Accessory Structures** include decks, sheds, and detached garages. All accessory structures under 120 s.f. do not require a building permit, but must comply with the standards listed above.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Resolution Adopting Revised Final Assessment Roll for City Project No. 2007-09C – 2007 Mill and Overlay.

Meeting Date: August 11, 2008
Item Type: Regular
Contact: Scott D. Thureen, Public Works Director
Prepared by: Scott D. Thureen, 651-450-2571
Reviewed by: SDT

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

PURPOSE/ACTION REQUESTED

Consider resolution adopting revised final assessment roll for City Project No. 2007-09C – 2007 Mill and Overlay.

SUMMARY

Sixty-three (63) parcels in the Traverse Pointe Association were proposed to be assessed \$231.83, each, for the subject project under the original final assessment roll. At the June 23, 2008 assessment hearing for City Project No. 2007-09C, the Council received a request to include 31 parcels in the Traverse Pointe Association (TPA) that would not be assessed by following the procedures in the City's Pavement Management Policy. These 31 parcels do not have common area that fronts on the public streets included in the project nor do they have a private street/driveway that accesses the public streets included in the project. The TPA bylaws call for all parcels in the association to be assessed for an improvement that benefits association property.

The Council agreed to delay invoicing the 63 parcels from the TPA that were included in the proposed final assessment roll until the TPA could approach the owners of the additional 31 parcels with waiver of assessment appeal agreements. The TPA delivered 13 executed agreements and a check in the amount of \$2,796.66 for the assessments that would be due for the remaining 18 parcels.

The original amount that was to be assessed against the 63 parcels was \$14,605.29. Dividing this amount equally among the 94 parcels in the TPA results in an assessment of \$155.37 per parcel. The proposed revised assessment roll includes this new amount for the original 63 parcels, the 13 parcels that waivers were provided for and the 18 parcels that the TPA provided payment for.

The waivers state that payment is due by August 28, 2008 to avoid an interest charge. This deadline will be pushed back to September 10, 2008 to allow 30 days for payment.

SDT/kf
Attachments: Resolution
Revised Assessment Roll

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

**RESOLUTION ADOPTING THE REVISED FINAL ASSESSMENT ROLL FOR THE 2007 PAVEMENT
MANAGEMENT PROGRAM, CITY PROJECT NO. 2007-09C – 2007 MILL AND OVERLAY PROJECT**

RESOLUTION NO. _____

WHEREAS, pursuant to proper notice duly given as required by law, the Council has met, heard and passed upon all objections to the proposed assessment for the improvements – City Project No. 2007-09C – 2007 Mill and Overlay Project which includes the following areas:

Area

73rd Street East, from Borman Avenue East to Boyd Avenue East; 74th Court East, from Boyd Avenue East to end of cul-de-sac; 79th Street East, from Blackstone Avenue East to Blaine Avenue East; Blackstone Avenue East, from Blueberry Street East to end of cul-de-sac; Blaine Avenue East, from Blanchard Way East to 64th Street East; Blueberry Street East, from Blackstone Avenue East to Blaine Avenue East; Borman Avenue East, from 71st Street East to 75th Street East; Boyd Avenue, from 73rd Street East to 75th Street East; Carmen Avenue, from Upper 55th Street East to 65th Street East; and Claude Way East, from Carmen Avenue East to Carmen Avenue East.

WHEREAS, thirty-one (31) parcels were added to the assessment roll at the request of the Traverse Pointe Association; and

WHEREAS, the original assessments for sixty-three (63) parcels listed on the original assessment roll have been adjusted downward to \$155.37 to account for the additional thirty-one (31) parcels; and

WHEREAS, thirteen (13) of the thirty-one (31) additional parcels provided waiver of assessment agreements for an amount up to \$155.37; and

WHEREAS, the Traverse Pointe Association provided payment in the amount of \$2,796.66 for the assessments for the remaining eighteen (18) of the thirty-one (31) additional parcels.

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

1. Such proposed assessment, a copy of which is attached hereto and made a part hereof, is hereby accepted and shall constitute the special assessment against the lands herein, and each tract of land therein included is hereby found to be benefited by the proposed assessment levied against it.
2. Such assessment shall be payable in equal installments extending over a period of five (5) years, the first of the installments to be payable on or before the first Monday in January 2009, and shall bear interest at the rate of six and one-quarter percent (6.25%) per annum from the date of adoption of this assessment resolution. To the first installment shall be added interest for one year on all unpaid installments.
3. The owner of any property, so assessed, may at any time prior to certification of the assessment to the County Auditor, pay the whole of the assessment on such property with interest accrued to the date of payment, to the City Treasurer, except that no interest shall be charged if the entire assessment is paid within thirty days from the adoption of this resolution; and the owner may, at any time thereafter, pay to the County Treasurer the entire amount of the assessment remaining unpaid, with interest accrued to December 31 of the year in which such payment is made. Such payment must be made before November 15, or interest will be charged through December 31 of the next succeeding year.
4. The Clerk, shall, forthwith, transmit a certified duplicate of this assessment to the County Auditor to be extended on the property tax lists of the County, and such assessments shall be collected and paid over the same manner as other municipal taxes.

RESOLUTION NO. _____
PAGE TWO

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

AYES:
NAYS:

George Tourville, Mayor

ATTEST:

Melissa Rheame, Deputy Clerk

CITY PROJECT NO. 2007-09C - 2007 MILL AND OVERLAY			
FINAL ASSESSMENT ROLL			
TAX PIN	HOUSE NO.	STREET NAME	ASSESSMENT
205353009104	2380	BLUEBERRY ST	\$992.46
205353008104	2394	BLUEBERRY ST	\$992.46
205353007104	2406	BLUEBERRY ST	\$992.46
205353006104	2420	BLUEBERRY ST	\$992.46
205353007103	2421	BLUEBERRY ST	\$992.46
205353005104	2434	BLUEBERRY ST	\$992.46
205353004104	2446	BLUEBERRY ST	\$992.46
205353008103	2447	BLUEBERRY ST	\$992.46
205353004103	2454	79TH ST	\$992.46
205353003103	2460	79TH ST E	\$992.46
205353003104	2460	BLUEBERRY ST	\$992.46
205353006101	2461	79TH ST E	\$992.46
205353009103	2461	BLUEBERRY ST	\$992.46
205353002103	2466	79TH ST E	\$992.46
205353004001	2467	79TH ST	\$576.52
205353003001	2473	79TH ST E	\$576.52
205353002104	2474	BLUEBERRY ST	\$992.46
205353010103	2475	BLUEBERRY ST	\$992.46
205353002001	2477	79TH ST E	\$576.52
205353001001	2483	79TH ST	\$576.52
205353001103	2484	79TH ST E	\$992.46
205353001104	2486	BLUEBERRY ST	\$992.46
205353011103	2487	BLUEBERRY ST	\$992.46
201428011001	2510	75TH ST	\$342.77
201428010001	2518	75TH ST	\$342.77
201428009001	2526	75TH ST E	\$342.77
201428008001	2534	75TH ST E	\$342.77
201428007001	2550	75TH ST E	\$342.77
201640007001	2554	76TH ST E	\$99.37
201640008001	2556	76TH ST E	\$99.37
201428006001	2558	75TH ST E	\$342.77
201640006001	2558	76TH ST E	\$99.37
201640005001	2560	76TH ST E	\$99.37
201428005001	2566	75TH ST E	\$342.77
201428004001	2574	75TH ST E	\$342.77
201428003001	2582	75TH ST	\$342.77
201640004001	2584	76TH ST E	\$99.37
201640001001	2586	76TH ST E	\$99.37
201428002001	2590	75TH ST	\$342.77
201428001001	2598	75TH ST	\$342.77
201640003002	2620	76TH ST E	\$99.37
201640002002	2630	76TH ST E	\$99.37
204060015001	2685	75TH ST	\$736.03
204060016001	2701	75TH ST	\$736.03
201821201001	2809	73RD ST E	\$992.46
201821202001	2827	73RD ST E	\$992.46
201821203001	2845	73RD ST E	\$992.46
206450401002	2865	74TH CT E	\$992.46
206450402002	2881	74TH CT E	\$992.46
206450415002	2884	74TH CT E	\$992.46
206450403002	2895	74TH CT E	\$992.46
206450414002	2904	74TH CT E	\$992.46
206450404002	2915	74TH CT E	\$992.46
206450405002	2929	74TH CT E	\$992.46
206450406002	2939	74TH CT E	\$992.46
206450413002	2942	74TH CT E	\$992.46
206450407002	2949	74TH CT E	\$992.46
206450412002	2958	74TH CT E	\$992.46

CITY PROJECT NO. 2007-09C - 2007 MILL AND OVERLAY

FINAL ASSESSMENT ROLL

TAX PIN	HOUSE NO.	STREET NAME	ASSESSMENT
206450408002	2959	74TH CT E	\$992.46
206450409002	2969	74TH CT E	\$992.46
206450411002	2970	74TH CT E	\$992.46
206450410002	2975	74TH CT E	\$992.46
200341002050	3240	57TH ST E	\$2,816.41
200341003050	5705	CARMEN AVE	\$2,543.20
207490001001	5890	CARMEN AVE	\$15,795.33
207490001001	5890	CARMEN AVE	\$3,325.80
208520001001	5891	CARMEN AVE	\$4,656.30
200341001555	5945	CARMEN AVE	\$2,406.69
200341001355	5995	CARMEN AVE	\$4,655.18
207125102002	6030	CARMEN AVE	\$16,415.23
207125101203	6042	CLAUDE WAY	\$2,653.53
207125007203	6080	CLAUDE WAY	\$4,431.90
207125201001	6085	CLAUDE WAY	\$10,268.03
207125005003	6100	CLAUDE WAY E	\$5,179.90
207125101201	6115	CARMEN AVE	\$2,867.46
207125003002	6160	CARMEN AVE	\$5,189.44
207125002002	6240	CARMEN AVE	\$5,179.90
207125001002	6244	CARMEN AVE	\$10,186.08
207125004003	6256	CLAUDE WAY E	\$6,830.55
207125003103	6288	CLAUDE WAY E	\$1,254.77
204510001001	6290	CLAUDE WAY E	\$8,438.56
200030001628	6415	CARMEN AVE E	\$12,646.25
201420101001	6457	BLAINE AVE	\$713.11
201420102001	6465	BLAINE AVE E	\$713.11
201420103001	6471	BLAINE AVE E	\$713.11
201420104001	6479	BLAINE AVE	\$713.11
201420105001	6485	BLAINE AVE	\$713.11
201420106001	6493	BLAINE AVE	\$713.11
201420107001	6499	BLAINE AVE	\$713.11
200040001176	6734	BLAINE AVE E	\$992.46
200040001082	6754	BLAINE AVE E	\$992.46
200040001255	6755	BLAINE AVE E	\$992.46
200040002155	6775	BLAINE AVE E	\$992.46
200040002082	6780	BLAINE AVE E	\$992.46
201810002805	6795	BENTON CIR	\$116.88
201810002905	6797	BENTON CIR	\$116.88
201810002705	6799	BENTON CIR	\$116.88
201810002605	6801	BENTON CIR	\$116.88
201810003105	6802	BENTON CIR	\$116.88
201810002405	6803	BENTON CIR	\$116.88
200040003082	6804	BLAINE AVE E	\$992.46
201810002505	6805	BENTON CIR	\$116.88
201810002205	6807	BENTON CIR	\$116.88
201810003005	6808	BENTON CIR	\$116.88
201810003205	6810	BENTON CIR	\$116.88
201810002305	6811	BENTON CIR	\$116.88
200040003255	6811	BLAINE AVE E	\$992.46
201810002105	6813	BENTON CIR	\$116.88
201810003305	6814	BENTON CIR	\$116.88
201810003505	6816	BENTON CIR	\$116.88
201810002005	6817	BENTON CIR	\$116.88
201810001805	6819	BENTON CIR	\$116.88
201810003405	6820	BENTON CIR	\$116.88
201810001905	6821	BENTON CIR	\$116.88
201810003705	6822	BENTON CIR	\$116.88
201810001605	6823	BENTON CIR	\$116.88

CITY PROJECT NO. 2007-09C - 2007 MILL AND OVERLAY			
FINAL ASSESSMENT ROLL			
TAX PIN	HOUSE NO.	STREET NAME	ASSESSMENT
201810003605	6824	BENTON CIR	\$116.88
200040004082	6824	BLAINE AVE E	\$992.46
200040003355	6825	BLAINE AVE E	\$992.46
201810003805	6826	BENTON CIR	\$116.88
201810001705	6827	BENTON CIR	\$116.88
201810000105	6827	BENTON WAY	\$116.88
201810005105	6828	BENTON WAY	\$116.88
201810001505	6829	BENTON CIR	\$116.88
201810000205	6829	BENTON WAY	\$116.88
201810003905	6830	BENTON CIR	\$116.88
201810000305	6831	BENTON WAY	\$116.88
201810004005	6832	BENTON CIR	\$116.88
201810005205	6832	BENTON WAY	\$116.88
201810001405	6833	BENTON CIR	\$116.88
201810000505	6833	BENTON WAY	\$116.88
201810005005	6834	BENTON WAY	\$116.88
201810001205	6835	BENTON CIR	\$116.88
201810004905	6836	BENTON WAY	\$116.88
201810000405	6837	BENTON WAY	\$116.88
201810005405	6838	BENTON CIR	\$116.88
201810004705	6838	BENTON WAY	\$116.88
201810001305	6839	BENTON CIR	\$116.88
201810004805	6840	BENTON WAY	\$116.88
200040005682	6840	BLAINE AVE E	\$992.46
201810001005	6841	BENTON CIR	\$116.88
201810004505	6842	BENTON WAY	\$116.88
201810000705	6845	BENTON WAY	\$116.88
201810004605	6846	BENTON WAY	\$116.88
201810000605	6847	BENTON WAY	\$116.88
201810004405	6848	BENTON WAY	\$116.88
201810000805	6849	BENTON WAY	\$116.88
201810004305	6850	BENTON WAY	\$116.88
201810000905	6851	BENTON WAY	\$116.88
201810004105	6852	BENTON WAY	\$116.88
201810001105	6853	BENTON WAY	\$116.88
200040005282	6854	BLAINE AVE E	\$992.46
201810005305	6861	BENTON WAY	\$116.88
201810004205	6862	BENTON WAY	\$116.88
201810005505	6863	BENTON WAY	\$116.88
201810005605	6865	BENTON WAY	\$116.88
201810005705	6867	BENTON WAY	\$116.88
201810005805	6871	BENTON WAY	\$116.88
201810005905	6873	BENTON WAY	\$116.88
201810006005	6875	BENTON WAY	\$116.88
201810006205	6877	BENTON WAY	\$116.88
201810006105	6879	BENTON WAY	\$116.88
201810006405	6881	BENTON WAY	\$116.88
201810006305	6883	BENTON WAY	\$116.88
201810006505	6885	BENTON WAY	\$116.88
201810006605	6887	BENTON AVE	\$116.88
201810006805	6889	BENTON WAY	\$116.88
201810006705	6891	BENTON WAY	\$116.88
201810101103	6901	BENTON WAY	\$144.74
201810100903	6902	BENTON WAY	\$144.74
201810101203	6903	BENTON WAY	\$144.74
201810101003	6904	BENTON WAY	\$144.74
201810101303	6905	BENTON WAY	\$144.74
201810100803	6906	BENTON WAY	\$144.74

CITY PROJECT NO. 2007-09C - 2007 MILL AND OVERLAY			
FINAL ASSESSMENT ROLL			
TAX PIN	HOUSE NO.	STREET NAME	ASSESSMENT
201810101403	6907	BENTON WAY	\$144.74
201810100703	6908	BENTON WAY	\$144.74
201810100603	6910	BENTON WAY	\$144.74
200040005482	6910	BLAINE AVE E	\$992.46
201810101503	6911	BENTON WAY	\$144.74
201810101603	6913	BENTON WAY	\$144.74
201810100503	6914	BENTON WAY	\$144.74
201810101703	6915	BENTON WAY	\$144.74
201810100403	6916	BENTON WAY	\$144.74
201810100303	6918	BENTON WAY	\$144.74
201810100103	6920	BENTON WAY	\$144.74
201810100203	6922	BENTON WAY	\$144.74
200040005782	6960	BLAINE AVE E	\$992.46
200040005882	6990	BLAINE AVE E	\$992.46
200090003002	7050	BLAINE AVE	\$992.46
200090005102	7076	BLAINE AVE E	\$992.46
201940001001	7100	BLAINE AVE	\$992.46
201940002001	7120	BLAINE AVE	\$992.46
201940003001	7140	BLAINE AVE	\$992.46
201940004001	7160	BLAINE AVE E	\$992.46
200090008025	7169	BLAINE AVE E	\$992.46
201940005001	7180	BLAINE AVE E	\$992.46
207315000803	7203	BRITTANY LN	\$74.51
207315000703	7205	BRITTANY LN	\$74.51
207315000603	7207	BRITTANY LN	\$74.51
207315000503	7209	BRITTANY LN	\$74.51
207315000103	7211	BRITTANY LN	\$74.51
207315000203	7213	BRITTANY LN	\$74.51
207315000303	7215	BRITTANY LN	\$74.51
207315000403	7217	BRITTANY LN	\$74.51
207315000903	7219	BRITTANY LN	\$74.51
207315001003	7221	BRITTANY LN	\$74.51
207315001103	7223	BRITTANY LN	\$74.51
200090009025	7225	BLAINE AVE E	\$992.46
207315001203	7225	BRITTANY LN	\$74.51
207315001603	7227	BRITTANY LN	\$74.51
207315001503	7229	BRITTANY LN	\$74.51
207315001403	7231	BRITTANY LN	\$74.51
207750032001	7233	BOND WAY	\$155.37
207315001303	7233	BRITTANY LN	\$74.51
207750033001	7235	BOND WAY	\$155.37
207315001703	7235	BRITTANY LN	\$74.51
207750034001	7237	BOND WAY	\$155.37
207315001803	7237	BRITTANY LN	\$74.51
207750035001	7239	BOND WAY	\$155.37
207315001903	7239	BRITTANY LN	\$74.51
207750036001	7241	BOND WAY	\$155.37
207315002203	7241	BRITTANY LN	\$74.51
207750037001	7243	BOND WAY	\$155.37
207315002103	7243	BRITTANY LN	\$74.51
207750038001	7245	BOND WAY	\$155.37
207315002003	7245	BRITTANY LN	\$74.51
207315003203	7246	BRITTANY LN	\$74.51
207750039001	7247	BOND WAY	\$155.37
207315002303	7247	BRITTANY LN	\$74.51
207315003103	7248	BRITTANY LN	\$74.51
207315002403	7249	BRITTANY LN	\$74.51
207315003003	7250	BRITTANY LN	\$74.51

CITY PROJECT NO. 2007-09C - 2007 MILL AND OVERLAY			
FINAL ASSESSMENT ROLL			
TAX PIN	HOUSE NO.	STREET NAME	ASSESSMENT
207315002503	7251	BRITTANY LN	\$74.51
207315002903	7252	BRITTANY LN	\$74.51
207315002803	7253	BRITTANY LN	\$74.51
207315003303	7254	BRITTANY LN	\$74.51
207315002703	7255	BRITTANY LN	\$74.51
207315003403	7256	BRITTANY LN	\$74.51
207315002603	7257	BRITTANY LN	\$74.51
207315003503	7258	BRITTANY LN	\$74.51
207315004503	7259	BRITTANY LN	\$74.51
207315003603	7260	BRITTANY LN	\$74.51
207315004603	7261	BRITTANY LN	\$74.51
207315004003	7262	BRITTANY LN	\$74.51
207315004703	7263	BRITTANY LN	\$74.51
207315003903	7264	BRITTANY LN	\$74.51
207315004803	7265	BRITTANY LN	\$74.51
207315003803	7266	BRITTANY LN	\$74.51
207315005203	7267	BRITTANY LN	\$74.51
207315003703	7268	BRITTANY LN	\$74.51
207315005103	7269	BRITTANY LN	\$74.51
207315004103	7270	BRITTANY LN	\$74.51
200090011025	7271	BLAINE AVE E	\$992.46
207315005003	7271	BRITTANY LN	\$74.51
207315004203	7272	BRITTANY LN	\$74.51
207315004903	7273	BRITTANY LN	\$74.51
207315004303	7274	BRITTANY LN	\$74.51
207315005303	7275	BRITTANY LN	\$74.51
207315004403	7276	BRITTANY LN	\$74.51
207315005403	7277	BRITTANY LN	\$74.51
207315005503	7279	BRITTANY LN	\$74.51
207315005603	7281	BRITTANY LN	\$74.51
207315006003	7283	BRITTANY LN	\$74.51
207315005903	7285	BRITTANY LN	\$74.51
201515001001	7287	BORMAN AVE	\$992.46
207315005803	7287	BRITTANY LN	\$74.51
207315005703	7289	BRITTANY LN	\$74.51
207315006803	7291	BRITTANY LN	\$74.51
207315006703	7293	BRITTANY LN	\$74.51
207750031001	7295	BRADEN TRL	\$155.37
207315006603	7295	BRITTANY LN	\$74.51
201515002001	7297	BORMAN AVE	\$992.46
207315006503	7297	BRITTANY LN	\$74.51
207315006103	7299	BRITTANY LN	\$74.51
207750030001	7301	BRADEN TRL	\$155.37
207315006203	7301	BRITTANY LN	\$74.51
201821201002	7302	BOYD AVE	\$992.46
207315006303	7303	BRITTANY LN	\$74.51
207315006403	7305	BRITTANY LN	\$74.51
201821201005	7307	BORMAN AVE	\$992.46
207750029001	7307	BRADEN TRL	\$155.37
201821201004	7310	BORMAN AVE E	\$992.46
207750028001	7313	BRADEN TRL	\$155.37
201821202005	7317	BORMAN AVE	\$992.46
201821216004	7317	BOYD AVE E	\$992.46
201821202002	7318	BOYD AVE E	\$992.46
207750027001	7319	BRADEN TRL	\$155.37
201821202004	7320	BORMAN AVE	\$992.46
201821215004	7323	BOYD AVE	\$992.46
207750026001	7325	BRADEN TRL	\$155.37

CITY PROJECT NO. 2007-09C - 2007 MILL AND OVERLAY			
FINAL ASSESSMENT ROLL			
TAX PIN	HOUSE NO.	STREET NAME	ASSESSMENT
201821203004	7326	BORMAN AVE	\$992.46
201821203005	7327	BORMAN AVE	\$992.46
207750043001	7328	BRADEN TRL	\$155.37
201821204004	7330	BORMAN AVE	\$992.46
201821203002	7330	BOYD AVE	\$992.46
207750025001	7331	BRADEN TRL	\$155.37
207750042001	7332	BRADEN TRL	\$155.37
207750041001	7336	BRADEN TRL	\$155.37
201821204005	7337	BORMAN AVE	\$992.46
207750024001	7337	BRADEN TRL	\$155.37
201821214004	7339	BOYD AVE E	\$992.46
207750040001	7340	BRADEN TRL	\$155.37
207750023001	7343	BRADEN TRL	\$155.37
207750044001	7344	BRADEN TRL	\$155.37
201821204002	7346	BOYD AVE E	\$992.46
201821205005	7347	BORMAN AVE	\$992.46
207750045001	7348	BRADEN TRL	\$155.37
201821213004	7349	BOYD AVE	\$992.46
207750022001	7349	BRADEN TRL	\$155.37
201821205004	7350	BORMAN AVE	\$992.46
201821205002	7352	BOYD AVE E	\$992.46
207750046001	7352	BRADEN TRL	\$155.37
207750021001	7355	BRADEN TRL	\$155.37
207750047001	7356	BRADEN TRL	\$155.37
201821206005	7357	BORMAN AVE	\$992.46
201821206004	7360	BORMAN AVE	\$992.46
207750048001	7360	BRADEN TRL	\$155.37
201821212004	7361	BOYD AVE E	\$992.46
207750020001	7361	BRADEN TRL	\$155.37
207750049001	7364	BRADEN TRL	\$155.37
201821206002	7366	BOYD AVE E	\$992.46
201821207005	7367	BORMAN AVE	\$992.46
207750019001	7367	BRADEN TRL	\$155.37
207325008002	7368	BOND WAY	\$155.37
207750050001	7368	BRADEN TRL	\$155.37
201821211004	7369	BOYD AVE	\$992.46
207325007002	7370	BOND WAY	\$155.37
201821207004	7370	BORMAN AVE	\$992.46
207325006002	7372	BOND WAY	\$155.37
207750051001	7372	BRADEN TRL	\$155.37
207750018001	7373	BRADEN TRL	\$155.37
207325005002	7374	BOND WAY	\$155.37
207750052001	7376	BRADEN TRL	\$155.37
201821208005	7377	BORMAN AVE	\$992.46
207325004002	7378	BOND WAY	\$155.37
207750017001	7379	BRADEN TRL	\$155.37
207325003002	7380	BOND WAY	\$155.37
201821208004	7380	BORMAN AVE	\$992.46
207750053001	7380	BRADEN TRL	\$155.37
207325002002	7382	BOND WAY	\$155.37
206450414201	7382	BORMAN AVE	\$992.46
207325001002	7384	BOND WAY	\$155.37
206450414101	7384	BORMAN AVE	\$992.46
207750054001	7384	BRADEN TRL	\$155.37
207325009002	7385	BOLTON WAY	\$155.37
207750013001	7385	BRADEN TRL	\$155.37
207750055001	7388	BRADEN TRL	\$155.37
207325010002	7389	BOLTON WAY	\$155.37

CITY PROJECT NO. 2007-09C - 2007 MILL AND OVERLAY			
FINAL ASSESSMENT ROLL			
TAX PIN	HOUSE NO.	STREET NAME	ASSESSMENT
207750014001	7391	BRADEN TRL	\$155.37
207750056001	7392	BRADEN TRL	\$155.37
207325011002	7393	BOLTON WAY	\$155.37
207750057001	7396	BRADEN TRL	\$155.37
207750015001	7397	BRADEN TRL	\$155.37
207325012002	7399	BOLTON WAY	\$155.37
207750063001	7400	BRADY PATH	\$155.37
207325028002	7402	BOLTON WAY	\$155.37
206450413101	7402	BORMAN AVE	\$992.46
207325013002	7403	BOLTON WAY	\$155.37
207750016001	7403	BRADEN TRL	\$155.37
207325029002	7404	BOLTON WAY	\$155.37
206450413201	7404	BORMAN AVE	\$992.46
207750062001	7404	BRADY PATH	\$155.37
201821210004	7405	BOYD AVE E	\$992.46
207325025002	7406	BOLTON WAY	\$155.37
207325014002	7407	BOLTON WAY	\$155.37
207325030002	7408	BOLTON WAY	\$155.37
201821201003	7408	BOYD AVE E	\$992.46
207750061001	7408	BRADY PATH	\$155.37
207750012001	7409	BRADEN TRL	\$155.37
207325026002	7410	BOLTON WAY	\$155.37
207325015002	7411	BOLTON WAY	\$155.37
204060001001	7411	BORMAN AVE	\$736.03
207325031002	7412	BOLTON WAY	\$155.37
207750060001	7412	BRADY PATH	\$155.37
201821209004	7413	BOYD AVE E	\$992.46
207325027002	7414	BOLTON WAY	\$155.37
207325016002	7415	BOLTON WAY	\$155.37
204060002001	7415	BORMAN AVE	\$736.03
207750011001	7415	BRADEN TRL	\$155.37
206450412101	7416	BORMAN AVE E	\$992.46
201821202003	7416	BOYD AVE E	\$992.46
207750059001	7416	BRADY PATH	\$155.37
206450412201	7418	BORMAN AVE E	\$992.46
204060003001	7419	BORMAN AVE	\$736.03
207750058001	7420	BRADY PATH	\$155.37
206450401001	7421	BOYD AVE E	\$992.46
207750010001	7421	BRADEN TRL	\$155.37
204060004001	7423	BORMAN AVE	\$736.03
207750004001	7424	BRADY PATH	\$155.37
207750009001	7427	BRADEN TRL	\$155.37
207750003001	7428	BRADY PATH	\$155.37
206450402001	7429	BOYD AVE E	\$992.46
206450411201	7430	BORMAN AVE E	\$992.46
206450416002	7430	BOYD AVE E	\$992.46
206450411101	7432	BORMAN AVE E	\$992.46
207750002001	7432	BRADY PATH	\$155.37
204060005001	7433	BORMAN AVE	\$736.03
207750005001	7433	BRADEN TRL	\$155.37
206450403001	7435	BOYD AVE E	\$992.46
207750001001	7436	BRADY PATH	\$155.37
204060006001	7437	BORMAN AVE S	\$736.03
207750006001	7439	BRADEN TRL	\$155.37
207325024002	7440	BOLTON WAY	\$155.37
204060007001	7441	BORMAN AVE	\$736.03
207325023002	7442	BOLTON WAY	\$155.37
207325022002	7444	BOLTON WAY	\$155.37

CITY PROJECT NO. 2007-09C - 2007 MILL AND OVERLAY			
FINAL ASSESSMENT ROLL			
TAX PIN	HOUSE NO.	STREET NAME	ASSESSMENT
206450417002	7444	BOYD AVE E	\$992.46
204060008001	7445	BORMAN AVE	\$736.03
207750007001	7445	BRADEN TRL	\$155.37
207325021002	7446	BOLTON WAY	\$155.37
207325020002	7448	BOLTON WAY	\$155.37
206450404001	7449	BOYD AVE E	\$992.46
207325019002	7450	BOLTON WAY	\$155.37
206450410101	7450	BORMAN AVE	\$992.46
207750008001	7451	BRADEN TRL	\$155.37
207325018002	7452	BOLTON WAY	\$155.37
206450410201	7452	BORMAN AVE	\$992.46
207325017002	7454	BOLTON WAY	\$155.37
206450418002	7456	BOYD AVE E	\$992.46
204060009001	7457	BORMAN AVE	\$736.03
204060010001	7461	BORMAN AVE	\$736.03
204060011001	7465	BORMAN AVE E	\$736.03
206450405001	7465	BOYD AVE E	\$992.46
204060012001	7469	BORMAN AVE	\$736.03
206450409201	7470	BORMAN AVE E	\$992.46
206450419002	7478	BOYD AVE E	\$992.46
206450409101	7480	BORMAN AVE E	\$992.46
204060013001	7481	BORMAN AVE	\$736.03
206450406001	7483	BOYD AVE	\$992.46
204060014001	7485	BORMAN AVE	\$736.03
201428012001	7538	BLAINE AVE	\$342.77
201428013001	7546	BLAINE AVE	\$342.77
201428014001	7554	BLAINE AVE	\$342.77
201428015001	7562	BLAINE AVE	\$342.77
201428016001	7570	BLAINE AVE	\$342.77
201428017001	7578	BLAINE AVE	\$342.77
201428018001	7586	BLAINE AVE	\$342.77
201640002001	7603	BORMAN WAY	\$99.37
201640003001	7605	BORMAN WAY	\$99.37
201640001002	7606	BORMAN WAY	\$99.37
201640004002	7608	BORMAN WAY	\$99.37
201640006002	7610	BORMAN WAY	\$99.37
201640005002	7612	BORMAN WAY	\$99.37
201640007002	7614	BORMAN WAY	\$99.37
201640008002	7616	BORMAN WAY	\$99.37
201640012002	7618	BORMAN WAY E	\$99.37
201640009002	7620	BORMAN WAY E	\$99.37
201640011002	7622	BORMAN WAY E	\$99.37
201640010002	7624	BORMAN WAY	\$99.37
201640024001	7625	BORMAN WAY E	\$99.37
201640023001	7627	BORMAN WAY	\$99.37
201640014002	7628	BORMAN WAY	\$99.37
201640013002	7630	BORMAN WAY E	\$99.37
201640015002	7632	BORMAN WAY E	\$99.37
201640016002	7634	BORMAN WAY	\$99.37
201640018002	7636	BORMAN WAY E	\$99.37
201640017002	7638	BORMAN WAY	\$99.37
201640021001	7639	BORMAN WAY	\$99.37
201640022001	7641	BORMAN WAY	\$99.37
201640020001	7643	BORMAN WAY	\$99.37
201640019001	7645	BORMAN WAY	\$99.37
201640019002	7646	BORMAN WAY E	\$99.37
201640020002	7648	BORMAN WAY	\$99.37
201640022002	7650	BORMAN WAY	\$99.37

CITY PROJECT NO. 2007-09C - 2007 MILL AND OVERLAY			
FINAL ASSESSMENT ROLL			
TAX PIN	HOUSE NO.	STREET NAME	ASSESSMENT
201640021002	7652	BORMAN WAY E	\$99.37
201640017001	7653	BORMAN WAY	\$99.37
201640018001	7655	BORMAN WAY	\$99.37
201640016001	7657	BORMAN WAY E	\$99.37
201640015001	7659	BORMAN WAY	\$99.37
201640023002	7660	BORMAN WAY E	\$99.37
201640024002	7662	BORMAN WAY	\$99.37
201640028102	7664	BORMAN WAY	\$99.37
201640025102	7666	BORMAN WAY	\$99.37
201640013001	7667	BORMAN WAY	\$99.37
201640014001	7669	BORMAN WAY E	\$99.37
201640027102	7674	BORMAN WAY	\$99.37
201640026102	7676	BORMAN WAY	\$99.37
201640030002	7720	BLAINE AVE	\$99.37
201640029002	7730	BLAINE AVE	\$99.37
201640031002	7740	BLAINE AVE	\$99.37
201640032002	7750	BLAINE AVE	\$99.37
205350016002	7755	BLAINE AVE E	\$992.46
205353001102	7891	BLACKSTONE AVE	\$992.46
205353007101	7892	BLACKSTONE AVE	\$992.46
205353002102	7895	BLACKSTONE AVE	\$992.46
205353008101	7896	BLACKSTONE AVE	\$992.46
205353003102	7899	BLACKSTONE WAY	\$992.46
205353004102	7903	BLACKSTONE AVE	\$992.46
205353005103	7906	BLACKSTONE AVE	\$992.46
205353005102	7907	BLACKSTONE AVE	\$992.46
205353006103	7910	BLACKSTONE AVE	\$992.46
205353006102	7911	BLACKSTONE AVE S	\$992.46
205353007102	7915	BLACKSTONE AVE	\$992.46
205353010104	7919	BLACKSTONE AVE	\$992.46
203450001001			\$3,615.83
207125007202			\$943.98
207125008002			\$5,179.90
207125009002			\$5,179.90
207125010002			\$11,168.01
207125001103			\$542.67
207125004101			\$10,359.80
203050001001			\$3,829.39
207125001001			\$7,158.92
200090001004			\$561.00
205675001001			\$6,948.55
200090001005			\$2,297.48
207125002001			\$5,233.94
207125007103			\$748.00
207125006003			\$5,179.90
200341001057			\$518.36
200040001654			\$1,895.25
207125101101			\$116.88
207125001103			\$8,592.46
200030002029			\$12,400.72
208140101000			\$992.46
200040001355			\$992.46
205353005001			\$576.52
200900001001			\$6,921.81
		TOTAL	\$419,205.81

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

CONSIDER OWNER’S REPRESENTATIVE AGREEMENT FOR PROPOSED PUBLIC SAFETY ADDITION AND CITY HALL REMODEL

Meeting Date: August 11, 2008
Item Type: Regular
Contact: JTeppen, Asst. City Admin
Prepared by:
Reviewed by:

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

PURPOSE/ACTION REQUESTED Consider approving an agreement for Owner’s Representative Services for the proposed Public Safety Addition and City Hall Remodel.

SUMMARY After authorization from the City Council Staff prepared a Request for Proposals for Owner’s Representative services for the proposed Public Safety Addition and City Hall Remodel. We received three responses to the posting and after interviewing two of the firms, and upon verbal approval from the Council we have been working with Krech O’Brien Mueller and Associates (KOMA), seeking advice on the agreement with the Architect, and since that approval, the initial stages of design development.

Staff has met with representatives from KOMA a few times to negotiate the terms and conditions of the attached agreement. The services outlined in the agreement will see us through construction of the proposed building and are proposed to cost \$329,000. This fee includes the work KOMA already has into the project (as previously authorized by the Council), and an additional number of site visits during construction of not less than twice a week.

Also attached to this memorandum is a letter from Mr. Brady Mueller of KOMA that speaks to insurance coverage. KOMA does not carry professional liability insurance for Owner’s Representative services. It would cost KOMA \$8,389.50 for this coverage for the term of the project. The coverage is on a “claims made” basis, the coverage applies during the term of the project and for five years after substantial completion, if any claim is made by the City it would have to be made during this time.

The insurance company will not allow the City to be an additional insured under the Professional Liability Policy – it is common that additional entities can’t be added as additional insured’s under Professional Liability policies.

Staff therefore recommends that the Council consider adding this to the agreement.

Staff feels strongly that the project will not proceed as smoothly without having and Owner’s Representative involved in all aspects; budgeting, design, construction, phasing, commissioning and final occupation. We believe that this will be money well worth spending and that by having an Owners Representative it will very likely result in a more cost effective end result.