

**INVER GROVE HEIGHTS CITY COUNCIL AGENDA**  
**MONDAY, SEPTEMBER 22, 2008**  
**8150 BARBARA AVENUE**  
**7:30 P.M.**

1. CALL TO ORDER
2. ROLL CALL
3. PRESENTATIONS:
  - A. Progress Plus

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 – September 8, 2008 Regular Council Meeting \_\_\_\_\_
- B. Resolution Approving Disbursements for Period Ending September 17, 2008 \_\_\_\_\_
- C. Pay Voucher No. 2 for City Project No. 2008–09H, South Grove Sod Replacement \_\_\_\_\_
- D. Pay Voucher No. 3 for City Project No. 2003–03, Southern Sanitary Sewer System Improvements \_\_\_\_\_
- E. Pay Voucher No. 4 for City Project No. 2003–15, Northwest Area Trunk Utility Improvements \_\_\_\_\_
- F. Pay Voucher No. 7 for City Project No. 2006–04, Drilling of City Well No. 9 \_\_\_\_\_
- G. Change Order No. 1 for City Project No. 2003–15A, Northwest Area Utility Improvements – Lift Station R–9.1 \_\_\_\_\_
- H. Construction Agreement with Xcel Energy for Street Lighting Facilities for City Project No. 2001–12, Concord Boulevard Improvements Phase 2 \_\_\_\_\_
- I. Approve Proposal to Install 66<sup>th</sup> Street Pressure Reducing Station \_\_\_\_\_
- J. Consider Contractor & Funding Source for Upgrades to Cahill Flag Poles/Banners \_\_\_\_\_
- K. Resolution Accepting the Proposal of Landmark Environmental for the Preparation of a Phase I Environmental Site Assessment for the Highway 52 Site \_\_\_\_\_
- L. Consider Contract for Additional Geotechnical Exploration \_\_\_\_\_
- M. Consider Amendments to City Code Section 900 – Civil Defense \_\_\_\_\_
- N. Award Purchase of PosiCheck3 Flow–Testing System to Heiman Fire Equipment \_\_\_\_\_
- O. Approve Renewal of 2 AM Liquor License for Celts Pub \_\_\_\_\_
- P. Schedule Special Meeting \_\_\_\_\_

Q. Re-Schedule Public Hearing to Consider Off-Sale Liquor License Application \_\_\_\_\_

R. 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. **CARL BOLANDER AND SONS;** Consider the following for property located on the East side of Concord Boulevard, north of 65<sup>th</sup> Street:

- i) **Ordinance Amendment** to Section 515.80. Subd. 38. Interim Uses, to allow the temporary crushing of concrete or asphalt aggregate associated with public road construction as an interim use \_\_\_\_\_
- ii) Resolution relating to an **Interim Use Permit** to allow the temporary crushing of concrete or asphalt aggregate for the Concord Boulevard reconstruction project \_\_\_\_\_

B. **STONEHENGE USA;** Consider the following action for property located on the West side of Clark Road, North of 117<sup>th</sup> Street:

- i) First Reading of an **Ordinance Amendment** to City Code Section 1500.13, Subd. 6 and Section 1105 relating to Junk Vehicles and Auto Auction Sales. \_\_\_\_\_

C. **SHORT DANCE STUDIOS;** Consider the following requests for the property located at 9295 Old Concord Boulevard:

- i) Resolution relating to a **Variance** from minimum lot size in the A, Agricultural zoning district for Outlot A, Short Properties \_\_\_\_\_
- ii) Consider withdrawal of an **Ordinance Amendment** Rezoning Outlot A, Short Properties to B-3, General Business, or consider an **Ordinance Amendment** Rezoning Outlot A, Short Properties to B-3, General Business if Variance request is denied \_\_\_\_\_

**PARKS AND RECREATION:**

D. **CITY OF INVER GROVE HEIGHTS;** Consider Improvements to the Southern Lakes Trail \_\_\_\_\_

E. **CITY OF INVER GROVE HEIGHTS;** Consider Lighting Improvements to Southern Lakes Skating Facility \_\_\_\_\_

**ADMINISTRATION:**

**F. CITY OF INVER GROVE HEIGHTS;** Consider Joint Powers Agreement with Dakota County  
to Abate Public Health Nuisance at 8689 Alvarado Court \_\_\_\_\_

**8. MAYOR AND COUNCIL COMMENTS**

**9. ADJOURN**

**INVER GROVE HEIGHTS CITY COUNCIL MEETING  
MONDAY, SEPTEMBER 8, 2008 - 8150 BARBARA AVENUE**

**CALL TO ORDER/ROLL CALL** The City Council of Inver Grove Heights met in regular session on Monday, September 8, 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, Parks & Recreation Director Carlson, and Recording Clerk Fox.

**3. PRESENTATIONS:**

**4. CONSENT AGENDA:**

Councilmember Madden removed Item **4C, Pay Voucher No. 1 for City Project No. 2008-09H, South Grove Sod Replacement** from the Consent Agenda.

Councilmember Klein removed items **4H, Resolution Providing Indemnification to the State of Minnesota with Respect to Stormwater Discharges into the Highway 55 Stormwater System** and **4I, Resolution Accepting Bid and Awarding Contract to Bituminous Roadways, Inc. for City Project No. 2008-13 – Courthouse Boulevard Court Street Improvements** from the Consent Agenda.

Councilmember Madden removed item **4K, Schedule Public Hearing – Liquor License Violation**, from the Consent Agenda.

- A. Minutes – August 25, 2008 Regular Council Meeting
- B. **Resolution 08-204** Approving Disbursements for Period Ending September 3, 2008
- D. Pay Voucher No. 3 - City Project No. 2008-09D, South Grove Urban Street Reconstruction Area 3
- E. Pay Voucher No. 10 for City Project No. 2003-15A, Northwest Area Utility Improvements – Lift Station R-9.1
- F. **Resolution 08-206** Authorizing Submittal of Application to the Minnesota Department of Transportation (Mn/DOT) for Funding through the Municipal Agreement Program
- G. **Resolution 08-207** Approving Individual Project Order (IPO) No. 5B with Kimley-Horn and Associates, Inc. for City Project No. 2007-17, Clark Road Improvements
- J. Purchase of Equipment for Parks Department
- L. Schedule Public Hearing – Issuance of New Off-Sale Liquor License
- M. Approve Request of Inver Hills Community College for Temporary Liquor License on October 9, 2008
- N. Approve Job Description and Compensation for Fire Department Lieutenant
- O. Approve 30-day suspension of Mike Rutkowski
- P. Approve Appointment of Judy Thill as the Full-Time Fire Chief
- Q. Personnel Actions

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

**Ayes: 5**

**Nays: 0      Motion carried.**

- C. Pay Voucher No. 1 - City Project No. 2008-09H, South Grove Sod Replacement

Councilmember Madden questioned how often the contractor is required to water the sod. He stated that he has heard comments from residents that the sod is not being watered as frequently as it should be. He noted that he has advised the property owners that they should water the sod in addition to what is being done by the contractor.

Mr. Thureen responded that the contract is set up for 60 days and requires that the sod gets an inch of water per week. He clarified that the inch of water includes rainfall.

**Motion by Klein, seconded by Madden, to approve Pay Voucher No. 1 for City Project No. 2008-09H, South Grove Sod Replacement.**

Mayor Tourville suggested that a notice go out to residents regarding the sod and watering requirements.

**Ayes: 5**

**Nays: 0 Motion carried.**

**H. Resolution Providing Indemnification to the State of Minnesota with Respect to Stormwater Discharges into the Highway 55 Stormwater System**

Councilmember Klein asked for an explanation of the agreement.

Mr. Thureen stated that as development occurs in the Northwest Area, a system of emergency overflows for regional basins is being provided at natural overflow locations to protect structures. He explained that the overflow for the area North of Highway 55 and generally between Argenta Trail and Highway 3 would flow South and connect to a culvert Mn/DOT has under Highway 55.

**Motion by Klein, seconded by Madden, to approve Resolution 08-205 Providing Indemnification to the State of Minnesota with Respect to Stormwater Discharges into the Highway 55 Stormwater System.**

**Ayes: 5**

**Nays: 0 Motion carried.**

**I. Resolution Accepting Bid and Awarding Contract to Bituminous Roadways, Inc. for City Project No. 2008-13, Courthouse Boulevard Court Street Improvements**

Councilmember Klein asked what the original estimate for the project was.

Mr. Thureen responded that the engineer's estimate was \$581,000.

Councilmember Klein clarified that the City would save approximately \$100,000 by accepting the bid from Bituminous Roadways.

Allan Cederberg, 1162 E. 82<sup>nd</sup> Street, asked why the Northwest Area Storm Water Fees are being used to fund the project.

Mr. Thureen clarified that Northwest Area Storm Water Fees are identified as a funding source for a small portion of the project that will raise a low point on Courthouse Boulevard Court to maximize the ponding abilities and avoid historical overflow issues.

**Motion by Klein, seconded by Grannis, to approve Resolution 08-208 Accepting Bid and Awarding Contract to Bituminous Roadways, Inc. for City Project No. 2008-13 – Courthouse Boulevard Court Street Improvements.**

**Ayes: 5**

**Nays: 0 Motion carried.**

**K. Schedule Public Hearing – Liquor License Violation**

Councilmember Madden noted that he will not be present at the October 13<sup>th</sup> meeting.

**Motion by Klein, seconded by Madden, to Schedule Public Hearing – Liquor License Violation.**

**Ayes: 5**

**Nays: 0 Motion carried.**

**5. PUBLIC COMMENT:**

William Hanson, 11468 Avery Drive, explained that he had a question about a motion passed at the August 25<sup>th</sup> City Council meeting regarding the ordinance amendment to increase the maximum

impervious surface coverage. He stated that the percentage is different than what was discussed prior to the adoption of the ordinance and questioned if the public had been given sufficient opportunity to comment on the amendment.

Mr. Link explained that as a result of the engineering analysis the maximum was set at 20% for all zoning districts.

Mr. Hanson questioned if he would now have to apply for a variance as prior to the modification he could have 4,000 square feet of impervious surface and now with the 20% maximum he would only be allowed 2,800 square feet.

Councilmember Klein clarified that City right-of-way is not included in the square footage calculation.

Mayor Tourville suggested that Mr. Hanson talk with Mr. Link to have someone look at his lot because a variance may not be necessary.

Mr. Hanson commented on the fact that the ordinance amendment has a greater effect on smaller lots than on larger lots.

Councilmember Klein commented on the storm water sewer improvements that have been done throughout the City and questioned why people with smaller lots and homes are being restricted in terms of impervious surface.

Councilmember Piekarski Krech responded that the point is to keep as much run-off out of the river as possible. She explained that the idea is to promote water quality and controlling impervious surface is a method to filter the stormwater and regenerate the City's aquifers.

Mayor Tourville suggested that the maximum impervious coverage percentage be reviewed for smaller lots.

**6. PUBLIC HEARINGS:** None.

**7. REGULAR AGENDA:**

**COMMUNITY DEVELOPMENT:**

**A. PINE BEND LANDFILL;** Consider Authorizing Submittal of Comments to the Minnesota Pollution Control Agency Regarding Pine Bend Landfill Permit Renewal

Mr. Link explained that the Pine Bend Landfill requires a solid waste permit from the Minnesota Pollution Control Agency to operate their landfill. He stated that the Minnesota Pollution Control Agency issues permits for five years and noted that Pine Bend has submitted a renewal application because their current permit is about to expire. He added that under the terms of the Non-Conforming Use Certificate the City has the right to review and comment on the renewal application and noted that a technical review was completed by Barr Engineering. He explained that Barr found the renewal application to be consistent with the Non-Conforming Use Certificate and the Conditional Use Permit and does not require modifications to either document. He stated that Barr recommended that the City comment on leachate recirculation, the gas monitoring system and financial assurances. He stated that Planning staff and the Environmental Commission recommended approval of the submission of comments to the Minnesota Pollution Control Agency and the Environmental Commission also recommended the addition of comments pertaining to odor control with leachate and asked that Pine Bend be commended on working with the City.

**Motion by Klein, seconded by Piekarski Krech, to Authorize Submission of Comments to the Minnesota Pollution Control Agency Regarding Pine Bend Landfill Permit Renewal**

**Ayes: 5**

**Nays: 0      Motion carried.**

**B. SURE LOCK STORAGE;** Consider a Resolution relating to an Interim Use Permit to allow an extension of the original time frame for property located at 10900 Courthouse Boulevard.

Mr. Link reviewed the location of the property and stated that in 2007 a final plat and interim use permit were approved for a mini-storage facility with outdoor storage. He explained that the interim use permit is valid for six years from the date of approval or until City sewer and water is available to the property, whichever occurs first. He stated that at the time of approval the Council was still discussing the details of extending sewer to this area of the City and an availability date was not known. He noted that City sewer is currently being installed and would be available to the property by the end of the year. He explained that the Interim Use Ordinance allows a one time extension of an approved use and the applicant needs an extension to the timeframe before a building permit can be issued. He stated that staff agrees with the need to extend the approval and noted that Sure Lock is requesting an extension to 2020 and staff has recommended an extension to 2017. He added that the Planning Commission unanimously recommended approval of the extension to 2020.

Roger Espeseth, Sure Lock Storage, commented on the additional financial expenditures that he has incurred in the process of developing the property and stated that he requested a 12 year interim use to protect himself financially.

**Motion by Madden, seconded by Piekarski Krech, to adopt Resolution 08-209 relating to an Interim Use Permit to allow an extension of the original time frame for property located at 10900 Courthouse Boulevard for 12 years to 2020.**

**Ayes: 5**

**Nays: 0      Motion carried.**

**C. CITY OF INVER GROVE HEIGHTS;** Consider the third reading of an Ordinance Amendment to modify the Zoning Ordinance relating to adding a definition of impervious surface

Mr. Link explained that this is an ordinance that defines what impervious surface is. He stated that the proposed definition would be used both in the Zoning Code and the Northwest Area Stormwater Manual and is also consistent with City practices over the last few years. He noted there have been no changes since the second reading. He added that both the Planning Commission and Planning staff are recommended approval of the third and final reading.

David Roth, 8418 College Trail, commented that he would like to see the definition changed. He stated that the definition contradicts itself because it says that permeable pavers would be an impervious surface. He suggested that portion be removed from the definition. He stated that if permeable pavers are engineered and installed correctly they can be a pervious surface. He suggested that a separate definition or regulation for permeable pavement systems be developed.

Councilmember Piekarski Krech stated that if permeable pavers are not properly installed and maintained they act as an impervious surface.

Mayor Tourville asked if staff could look into adding language to the ordinance regarding permeable pavers.

Mr. Link responded that there has been a lot of discussion at the staff level regarding this issue and noted that staff does encourage permeable paver systems. He reiterated that those types of systems do require different construction and maintenance techniques and added that staff does not have the means to verify that every property owner maintains their permeable surfaces correctly.

Mayor Tourville suggested that it may be best to pass the ordinance now but have the City do a better job of educating property owners on the systems that are accepted and the guidelines that need to be followed for installation and maintenance of those systems.

**Motion by Madden, seconded by Grannis, to adopt Ordinance No. 1180 amending the Zoning Ordinance to add a definition of impervious surface**

**Ayes: 5**

**Nays: 0      Motion carried.**

**D. CITY OF INVER GROVE HEIGHTS;** Consider the third reading of an Ordinance Amendment to modify Section 515.90 Subd. 18 & Subd. 19 of the Zoning Ordinance relating to exterior building materials for

all residential principle and accessory structures

Mr. Link noted that amendments to Subdivisions 18 and 19 are included for Council consideration. He stated that the amendments address exterior building materials for all residential structures. He explained that the amendment would define exterior building materials that are allowed and prohibited, as well as structures that would be exempt from the regulations. He clarified that for residential zoning districts the amendments would prohibit hoop structures and frames for hoop structures. He noted that existing situations would not be “grandfathered” in. He stated that Planning staff and the Planning Commission recommended approval of the Ordinances.

Councilmember Piekarski Krech commented on educating the public about the new regulations.

Mayor Tourville questioned if the City has an idea of where some of these structures are located. He suggested removing the prohibition of car ports.

Mr. Kuntz clarified that the ordinance that amends Subdivision 19 has car ports listed. He stated that there is a sentence that identifies the common types of things covered by the definition. He suggested that first it be eliminated as an example and to add language saying that this does not apply to car ports.

**Motion by Madden, seconded by Grannis, to adopt Ordinance No. 1181 and Ordinance 1182 amending Section 515.90, Subds. 18 & 19 of the Zoning Ordinance relating to exterior building materials for all residential principle and accessory structures with the removal of car ports.**

**Ayes: 5**

**Nays: 0      Motion carried.**

#### **FINANCE:**

#### **E. CITY OF INVER GROVE HEIGHTS; Proposed 2009 Tax Levies, Proposed 2009 Budgets and the Truth in Taxation Hearing**

Ms. Lanoue explained that the proposed 2009 tax levies and budgets need to be adopted by September 15<sup>th</sup>. She noted that the tax levies and the date for the Truth in Taxation public hearing must be certified to Dakota County by the same date. She explained that the proposed tax levies are 5.95% greater than in 2008 with an estimated 2.57% increase in the tax rate. She clarified that the budgets are still proposed and will change prior to final adoption in December and the tax levies can only be reduced after they are certified. She noted that the Finance Department recommended that a Truth in Taxation public hearing still be held even though the levies proposed for 2009 are \$65,479 under the maximum allowable levy for exemption from the Truth in Taxation public hearing requirement. She stated that the Truth in Taxation public hearing is proposed to be held on December 1, 2008 at 7:30 p.m. with a continuation to December 8<sup>th</sup>, if necessary.

Councilmember Madden stated that they all agree that the Truth in Taxation hearing needs to be held.

Councilmember Piekarski Krech noted that the Police and Fire levy are new components.

Ms. Lanoue added that the PERA special levies were also new.

Mayor Tourville asked what the increase was going to be.

Ms. Lanoue responded that the operating levy will increase by 3.25% and the overall increase City-wide is 5.95%.

**Motion by Madden, seconded by Grannis, to approve Resolution Nos. 08-210, 08-211, 08-212 and 08-213 adopting the Proposed 2009 Tax Levies, Proposed 2009 Budgets and Scheduling the Truth in Taxation Hearing.**

**Ayes: 5**

**Nays: 0      Motion carried.**

#### **PUBLIC WORKS:**

**F. CITY OF INVER GROVE HEIGHTS; Land Alteration Permit for Falcon Partners LTD for part of Lot 1,**

Block 1 of the Garvey Addition Plat

Mr. Thureen stated that the City received a call in 2004 expressing concerns regarding grading and drainage concerns on an adjacent property. He explained that the applicant called to increase the amount of fill and that was approved. He stated that during inspections in 2007 it was found that the amount of fill was exceeded. He explained that the applicant has developed a plan to re-grade the site to address any future run-off problems.

Councilmember Piekarski Krech asked what the zoning is on the site.

Mr. Link responded that he thought it was Agricultural.

Mayor Tourville asked if the applicant agreed with all the conditions.

Robert Mansfield, 1165 West 70<sup>th</sup> Street, responded that he agreed to all of the conditions as proposed. He stated that he also discussed a proposed a berm with the Assistant City Engineer.

**Motion by Madden, seconded by Klein, to approve the Land Alteration Permit for Falcon Partners LTD for part of Lot 1, Block 1 of the Garvey Addition Plat**

**Ayes: 5**

**Nays: 0            Motion carried.**

**ADMINISTRATION:**

**G. CITY OF INVER GROVE HEIGHTS;** Consider Amendments to City Code Section 900 – Civil Defense

Ms. Teppen explained that staff has been working on emergency plans and one area that was found to be neglected was the City Code with respect to how the City deals with emergency management plans. She stated that a revised code has been drafted for Council consideration.

Councilmember Madden questioned where people would go in case of emergency.

Ms. Teppen stated that they do have an emergency plan that exists outside of the City Code.

**Motion by Piekarski Krech, seconded by Madden, to approve the first reading of an Ordinance Amending City Code Section 900 – Civil Defense**

**Ayes: 5**

**Nays: 0            Motion carried.**

**8. MAYOR AND COUNCIL COMMENTS:**

Councilmember Madden thanked all of the volunteers and sponsors for Inver Grove Heights Days.

Councilmember Grannis asked about the schedule for updates from Progress Plus.

Mr. Lynch responded that there will be an update at the September 22<sup>nd</sup> Council meeting.

Mayor Tourville asked about the crushing of concrete on Concord Boulevard for Heritage Park.

Mr. Lynch explained that a proposal would be brought before the City Council. He stated that the contractor will grade and bring in clean fill to Heritage Village Park. He noted that this would also save money on the Concord Boulevard Project with the County.

Mayor Tourville reminded citizens that the Primary Election would be on Tuesday, September 9<sup>th</sup>.

The City Council decided they will meet at 7:00 a.m. on Wednesday morning to canvass the election results.

**Motion by Madden, seconded by Piekarski Krech, to recess the meeting until 7:00 a.m., September 10, 2008. The meeting was recessed by a unanimous vote at 9:15 p.m.**

The meeting reconvened on Wednesday, September 10<sup>th</sup> at 7:00 a.m. in the City Administrator's office at City Hall to canvass the results of the September 9, 2008 City Primary Election. Mayor Tourville called the meeting to order at 7:00 a.m. Present were Councilmembers Grannis, Madden and Piekarski Krech.

Assistant City Administrator Teppen was also present.

**CANVASS PRIMARY ELECTION RESULTS**

Ms. Teppen presented the tabulation of the votes cast at the Primary Election of September 9, 2008 and the official returns of the election judges.

**Motion by Piekarski Krech, seconded by Grannis, to adopt Resolution 08-214 Canvassing the Votes Cast at the September 9, 2008 Municipal Primary Election of the City of Inver Grove Heights and Declaring Candidate Results as Listed:**

Precinct No.	1	2	3	4	5	6	7	8	9	10	Total
<b>Mayor</b>											
Tom Bartholomew	65	51	95	163	148	142	125	166	40	45	1040
Greg Grover	8	11	12	19	26	30	31	29	6	8	180
George Tourville	86	52	110	121	163	138	73	187	34	63	1027
<b>Councilmembers</b>											
Tom Ebert	55	42	61	113	117	123	110	158	23	38	840
Vance "Chip" Grannis	71	55	100	148	152	107	92	177	31	52	985
Edward Gunter	13	14	14	12	18	23	33	25	6	7	165
Bill Klein	49	41	62	82	99	87	61	101	18	42	642
Michael Schaeffer	47	40	79	100	133	94	74	142	34	43	786
Dennis K. Schueller	43	19	70	83	96	105	68	78	29	35	626

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS, MINNESOTA** that the following persons are hereby declared as receiving the two (2) highest vote tallies for the position of Mayor and those names are to be placed on the November 4, 2008, Municipal General Election ballot:

- MAYOR:**
1. Tom Bartholomew
  2. George Tourville

**AND FURTHER, BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS, MINNESOTA** that the following persons are hereby declared as receiving the four (4) highest vote tallies for the position of Councilmember and those names are to be placed on the November 4, 2008, Municipal General Election ballot:

- COUNCILMEMBER:**
1. Tom Ebert
  2. Vance "Chip" Grannis
  3. Bill Klein
  4. Michael Schaeffer

**Turnout Percentage:** 11.92 %

**Ayes: 4**

**Nays: 0      Motion carried.**

**9. ADJOURN:** Motion by Piekarski Krech, seconded by Madden to adjourn. The meeting was adjourned by a unanimous vote on Wednesday, September 10<sup>th</sup> at 7:06 a.m.

**CITY OF INVER GROVE HEIGHTS**

**REQUEST FOR COUNCIL ACTION**

Meeting Date: September 22, 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 September 4, 2008 to September 17, 2008.

**SUMMARY**

Shown below is a listing of the disbursements for the various funds for the period ending September 17, 2008. The detail of these disbursements is attached to this memo.

General & Special Reveune	\$231,891.52
Debt Service & Capital Projects	2,758,365.02
Enterprise & Internal Service	231,893.73
Escrows	<u>22,656.70</u>
Grand Total for All Funds	<u><u>\$3,244,806.97</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 September 4, 2008 to September 17, 2008, and the listing of disbursements requested for approval.

**DAKOTA COUNTY, MINNESOTA**

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

**RESOLUTION APPROVING DISBURSEMENTS FOR THE  
PERIOD ENDING SEPTEMBER 17, 2008**

**WHEREAS**, a list of disbursements for the period ending September 17, 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	\$ 231,891.52
Debt Service & Capital Projects	2,758,365.02
Enterprise & Internal Service	231,893.73
Escrows	<u>22,656.70</u>
Grand Total for All Funds	<u>\$ 3,244,806.97</u>

Adopted by the City Council of Inver Grove Heights this 22th day of September, 2008.

Ayes:

Nays:

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

ATTEST:

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

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
09/10/2008	90227	AFSCME COUNCIL 5	city of inver grove	101-0000-203.10-00		9/2008 * Total	900.15 900.15
09/10/2008	90234	BARNA, GUZY, & STEFFEN	city of inver grove hgts	101-1100-413.30-43		9/2008 * Total	24.00 24.00
09/10/2008	90237	BEST WESTERN HOLIDAY LO	larry stanger	101-4000-421.50-75		9/2008 * Total	336.00 336.00
09/10/2008	90238	BOTTEN, HEATHER	lunches planning commiss	101-3000-419.60-65		9/2008 * Total	131.52 131.52
09/10/2008	90239	BRAUN INTERTEC CORPORAT	city of inver grove	101-3200-419.30-60		9/2008 * Total	650.80 650.80
09/10/2008	90243	CITY OF SAINT PAUL	inver grove heights city of inver grove hgts	101-4000-421.40-42 101-5200-443.60-16		9/2008 9/2008 * Total	43.56 1,285.72 1,329.28
09/10/2008	90247	COPY RIGHT	inver grove heights	101-4000-421.50-30		9/2008 * Total	178.72 178.72
09/10/2008	90250	DAKOTA CTY TECH COLLEGE	inver gr hgts police dept	101-4000-421.50-80		9/2008 * Total	630.00 630.00
09/10/2008	90251	DAKOTA CTY TREASURER-AU	city of inver grove city of inver grove city of inver grove	101-2000-415.30-70 101-4000-421.30-70 101-5100-442.30-70		9/2008 9/2008 9/2008 * Total	.64 1.60 63.92 66.16
09/10/2008	90253	DAKOTA ELECTRIC ASSN	acct 4267134	101-5400-445.40-20		9/2008 * Total	57.11 57.11
09/10/2008	90256	DODGE, STEVE	parking/baggage fees hotel expenses	101-5100-442.50-65 101-5100-442.50-75		9/2008 9/2008 * Total	161.00 922.39 1,083.39
09/10/2008	90262	FBI - LEEDA	attende; larry stanger	101-4000-421.50-80		9/2008 * Total	650.00 650.00
09/10/2008	90264	FRED PRYOR SEMINARS	e. carlson/t. o'connor	101-6000-451.50-80		9/2008 * Total	42.67 42.67
09/10/2008	90265	G & K SERVICES	acct 7494701 acct 7494701	101-5200-443.60-45 101-6000-451.60-45		9/2008 9/2008 * Total	149.52 58.53 208.05
09/10/2008	90266	GALLIS INC	acct 1931021	101-4000-421.60-65		9/2008 * Total	298.85 298.85
09/10/2008	90275	HENNEPIN TECHNICAL COLL	attende; joshua otis	101-4000-421.50-80		9/2008 * Total	185.00 185.00

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
09/10/2008	90276	HOISINGTON KOEGLER GROU	city of inver grove hgts	101-3200-419.30-60		9/2008 * Total	105.00 105.00
09/10/2008	90277	HOSE / CONVEYORS INC	city of inver grove hgts	101-6000-451.60-12		9/2008 * Total	51.28 51.28
09/10/2008	90279	INVER GROVE FORD	inver gr hgts police dept	101-4000-421.70-30		9/2008 * Total	266.88 266.88
09/10/2008	90280	IUOE	city of inver grove hgts	101-0000-203.10-00		9/2008 * Total	1,370.83 1,370.83
09/10/2008	90281	J. H. LARSON COMPANY	acct 03893	101-5200-443.60-16		9/2008 * Total	23.96 23.96
09/10/2008	90282	KIMBALL MIDWEST	cust 222006	101-6000-451.60-16		9/2008 * Total	100.15 100.15
09/10/2008	90284	KRUEGER EXCAVATING	permit canceled	101-0000-322.20-00		9/2008 * Total	128.00 128.00
09/10/2008	90285	LEAGUE OF MN CITIES	city of inver grove hgts	101-1000-413.50-70		9/2008 * Total	18,741.00 18,741.00
09/10/2008	90286	LELS	city of inver grove hgts	101-0000-203.10-00		9/2008 * Total	1,170.00 1,170.00
09/10/2008	90287	LELS SERGEANTS	city of inver grove hgts	101-0000-203.10-00		9/2008 * Total	210.00 210.00
09/10/2008	90291	MARK'S TOWING, INC.	cust ighpd	101-4000-421.60-65		9/2008 * Total	300.00 300.00
09/10/2008	90292	METEORLOGIX	acct 0581425 acct 0581425	101-5200-443.60-16 101-6000-451.30-70		9/2008 * Total	281.06 281.06 562.12
09/10/2008	90296	MN GFOA	attende; vickie gray	101-2000-415.50-80		9/2008 * Total	250.00 250.00
09/10/2008	90297	MN GLOVE & SAFETY, INC.	cust ctinve	101-5200-443.60-16		9/2008 * Total	200.00 200.00
09/10/2008	90299	MN POLLUTION CONTROL AG	city of inver grove hgts city of inver grove hgts	101-3200-419.30-60 101-3200-419.30-60		9/2008 * Total	825.00 525.00 1,350.00
09/10/2008	90300	MN RECREATION AND PARK	city of inver grove hgts	101-1100-413.50-25		9/2008 * Total	100.00 100.00
09/10/2008	90305	NEEDELS SUPPLY INC	city of inver grove hgts	101-4200-423.60-65		9/2008 * Total	72.27 72.27

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
09/10/2008	90306	NEXTEL COMMUNICATIONS	acct 266948529	101-4000-421.50-20		9/2008 * Total	579.29 579.29
09/10/2008	90311	PERKERWICZ, BOB	over pmt permit	101-0000-322.70-00		9/2008 * Total	12.87 12.87
09/10/2008	90312	PETTY CASH	mnapa luncheon coffee -lead training bldg officical certificat bldg official meeting	101-3200-419.50-80 101-5000-441.50-75 101-3300-419.50-70 101-3300-419.50-80		9/2008 9/2008 9/2008 9/2008 * Total	8.00 24.54 20.00 16.00 68.54
09/10/2008	90316	PRAIL, RYAN V	gas - inc	101-4000-421.50-65		9/2008 * Total	30.00 30.00
09/10/2008	90320	QWEST	acct 6514577674	101-6000-451.50-20		9/2008 * Total	41.11 41.11
09/10/2008	90321	QWEST	acct 6514577671	101-6000-451.50-20		9/2008 * Total	41.11 41.11
09/10/2008	90322	REGIONS INTERSTATE BILL	cust 14649	101-4200-423.60-65		9/2008 * Total	46.12 46.12
09/10/2008	90324	RIVARD STONE, INC.	acct 95952 acct 95952 acct 95952	101-6000-451.30-70 101-6000-451.40-47 101-6000-451.40-47		9/2008 9/2008 9/2008 * Total	1,917.00 1,552.56 106.50 3,576.06
09/10/2008	90329	SENSIBLE LAND USE COALI	j. emmerich/a. hunting	101-3200-419.50-80		9/2008 * Total	105.00 105.00
09/10/2008	90330	SIRCHIE FINGER PRINT LA	acct 000055077	101-4000-421.60-65		9/2008 * Total	135.17 135.17
09/10/2008	90332	SOLBERG AGGREGATE CO	city of inver grove hgts	101-5200-443.60-16		9/2008 * Total	21.35 21.35
09/10/2008	90335	STEENBERG, LUKE	station supplies	101-4200-423.40-42		9/2008 * Total	137.42 137.42
09/10/2008	90336	STRAIGHT RIVER MEDIA	city of inver grove	101-1100-413.50-32		9/2008 * Total	900.00 900.00
09/10/2008	90340	TERRI KENISON	city of inver grove	101-4200-423.40-40		9/2008 * Total	905.25 905.25
09/10/2008	90341	THUREN, SCOTT D	airline ticket hotel/food apwa registratin fees	101-5000-441.50-65 101-5000-441.50-75 101-5000-441.50-80		9/2008 9/2008 9/2008 * Total	442.00 621.03 605.00 1,668.03
09/10/2008	90347	UNIFORMS UNLIMITED	cust i14866	101-4000-421.60-45		9/2008	301.90

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
09/10/2008	90349	UNITED WAY	city of inver grove hgts	101-0000-203.13-00		* Total	301.90
09/10/2008	90350	USA MOBILITY WIRELESS I	acct 03174091	101-4000-421.50-20		9/2008	181.00
09/17/2008	90364	ACE PAINT & HARDWARE	acct 1126 cust 1126	101-6000-451.60-12 101-5200-443.60-16		* Total	181.00
09/17/2008	90366	ADMINISTRATION RESOURCE	city of inver grove hgts	101-1100-413.30-55		9/2008	22.06
			city of inver grove hgts	101-2000-415.30-55		9/2008	22.06
			city of inver grove hgts	101-3000-419.30-55		9/2008	12.50
			city of inver grove hgts	101-3200-419.30-55		9/2008	30.24
			city of inver grove hgts	101-3300-419.30-55		9/2008	8.50
			city of inver grove hgts	101-4000-421.30-55		9/2008	4.25
			city of inver grove hgts	101-5100-442.30-55		9/2008	14.25
			city of inver grove hgts	101-6000-451.30-55		9/2008	42.50
			member thomas link	101-3000-419.50-70		* Total	31.75
09/17/2008	90372	APA	member thomas link	101-3000-419.50-70		9/2008	1.96
09/17/2008	90374	AVR, INC.	acct 4753	101-6000-451.60-16		* Total	145.95
09/17/2008	90376	BITUMINOUS ROADWAYS, IN	cust 35265	101-5200-443.60-16		9/2008	475.00
09/17/2008	90377	BRYAN ROCK PRODUCTS	acct 1855	101-6000-451.60-16		* Total	475.00
09/17/2008	90380	CARQUEST OF ROSEMOUNT	acct 614420 acct 614420	101-6000-451.40-50 101-6000-451.40-50		9/2008	498.10
09/17/2008	90386	CREATIVE GRAPHICS OF PR	city of inver grove	101-3300-419.50-30		* Total	498.10
09/17/2008	90392	DAKOTA CITY TREASURER	city of inver grove	101-5400-445.40-20		9/2008	5,071.23
09/17/2008	90393	DAKOTA ELECTRIC ASSN	acct 4267134	101-5400-445.40-20		* Total	5,071.23
09/17/2008	90394	DANNER LANDSCAPING	city of inver grove	101-6000-451.60-16		9/2008	819.66
09/17/2008	90396	EARL F ANDERSEN INC	cust 4094	101-5200-443.60-16		* Total	819.66

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
09/17/2008	90398	FEDEX KINKO'S	acct 9980016701	101-6000-451.50-30		9/2008	63.04
			acct 9980016701	101-6000-451.50-30		9/2008	484.76
			acct 9980016701	101-6000-451.50-30		9/2008	41.73
						* Total	589.53
09/17/2008	90401	G & K SERVICES	acct 7494701	101-5200-443.60-45		9/2008	82.93
			acct 7494701	101-6000-451.60-45		9/2008	125.12
						* Total	208.05
09/17/2008	90402	GERTENS	acct 103566	101-6000-451.60-40		9/2008	43.12
			acct 103566	101-6000-451.60-16		9/2008	135.68
			acct 103566	101-6000-451.60-16		9/2008	190.74
			acct 103566	101-6000-451.60-16		9/2008	31.90
						* Total	401.44
09/17/2008	90410	HEALTH PARTNERS	city of inver grove hgts	101-0000-203.07-00		9/2008	74,235.80
			city of inver grove hgts	101-0000-203.08-00		9/2008	6,353.43
						* Total	80,589.23
09/17/2008	90411	HEALTH PARTNERS	city of inver grove hgts	101-0000-203.07-00		9/2008	2,968.13
			city of inver grove hgts	101-0000-203.08-00		9/2008	276.31
						* Total	3,244.44
09/17/2008	90414	HOISINGTON KOEGLER GROU	city of inver grove hgts	101-3200-419.30-60		9/2008	500.20
						* Total	500.20
09/17/2008	90415	HOSE / CONVEYORS INC	acct 1459	101-6000-451.60-12		9/2008	106.45
						* Total	106.45
09/17/2008	90418	J-C PRESS	cust 1598	101-1100-413.50-32		9/2008	2,358.98
						* Total	2,358.98
09/17/2008	90423	LANGUAGE LINE SERVICES	acct 9020909043	101-4000-421.50-20		9/2008	10.36
						* Total	10.36
09/17/2008	90426	LEVANDER, GILLEN & MILL	client 81000e	101-1000-413.30-40		9/2008	360.00
			client 81000e	101-1000-413.30-42		9/2008	11,311.39
			client 81000e	101-3200-419.30-42		9/2008	2,297.20
			client 81000e	101-3300-419.30-42		9/2008	574.20
			client 81000e	101-4000-421.30-42		9/2008	586.54
			client 81000e	101-5000-441.30-42		9/2008	1,364.09
						* Total	16,493.42
09/17/2008	90427	LEVANDER, GILLEN & MILL	client 92000e	101-4000-421.30-41		9/2008	18,337.12
						* Total	18,337.12
09/17/2008	90428	LEXISNEXIS	acct 1369635	101-4000-421.50-20		9/2008	71.70
						* Total	71.70
09/17/2008	90430	LILLIE SUBURBAN NEWSPAP	acct 1363	101-3200-419.50-25		9/2008	9.93
						* Total	9.93
09/17/2008	90431	LILLIE SUBURBAN NEWSPAP	acct 1363	101-6000-451.50-30		9/2008	26.48

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD / YEAR	AMOUNT
09/17/2008	90431	LILLIE SUBURBAN NEWSPAP	acct 1363	101-1000-413.50-25		9/2008	38.46
			acct 1363	101-3200-419.50-25		9/2008	19.86
						* Total	84.80
09/17/2008	90434	MN CHIEFS OF POLICE ASS	city of inver grove	101-4000-421.60-65		9/2008	58.25
						* Total	58.25
09/17/2008	90436	MN GFOA	attende; angie delgado	101-2000-415.50-80		9/2008	125.00
						* Total	125.00
09/17/2008	90437	MN GLOVE & SAFETY, INC.	acct ctinvp	101-6000-451.60-16		9/2008	496.40
			acct ctinvp	101-6000-451.60-45		9/2008	230.68
						* Total	727.08
09/17/2008	90439	MN PRIMA	attende; brenda plante	101-4000-421.50-80		9/2008	45.00
						* Total	45.00
09/17/2008	90440	MN STATE RETIREMENT SYS	fereydoon tahmooressi	101-0000-203.22-00		9/2008	9,721.03
						* Total	9,721.03
09/17/2008	90441	NEXTEL COMMUNICATIONS	acct 634573312	101-3300-419.50-20		9/2008	367.66
						* Total	367.66
09/17/2008	90443	NORTH COUNTRY INTERIORS	city of inver grove hgts	101-3300-419.30-70		9/2008	332.50
			city of inver grove hgts	101-3300-419.30-70		9/2008	991.05
			city of inver grove	101-3300-419.30-70		9/2008	126.49
						* Total	1,450.04
09/17/2008	90444	NORTHWEST LASERS, INC.	acct 143033	101-5100-442.60-65		9/2008	554.87
						* Total	554.87
09/17/2008	90445	O'BRIEN SEASONAL SERVIC	inver grove hgts	101-5200-443.40-46		9/2008	880.00
						* Total	880.00
09/17/2008	90449	PRO-SERVE INC	city of inver grove hgts	101-6000-451.60-35		9/2008	2,210.00
						* Total	2,210.00
09/17/2008	90453	RHEAUME, MELISSA	mileage	101-1200-414.50-65		9/2008	81.10
			meals - election staff	101-1200-414.50-75		9/2008	32.11
						* Total	113.21
09/17/2008	90454	RIVER HEIGHTS CHAMBER O	inver grove hgts pd	101-4000-421.50-70		9/2008	151.00
						* Total	151.00
09/17/2008	90458	SOLBERG AGGREGATE CO	city of inver grove hgts	101-5200-443.60-16		9/2008	744.41
						* Total	744.41
09/17/2008	90466	U OF M - CCE REGISTRATI	city of inver grove hgts	101-5200-443.50-80		9/2008	560.00
						* Total	560.00
09/17/2008	90467	U OF M - CCE REGISTRATI	attende; joe merchak	101-3300-419.50-80		9/2008	790.00
						* Total	790.00

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
09/17/2008	90472	VERIZON WIRELESS	acct 58056548100001	101-5100-442.50-20		9/2008 * Total	477.52 477.52
09/17/2008	90475	XCEL ENERGY	acct 5164351291	101-5400-445.40-20		9/2008 * Total	122.64 122.64
09/17/2008	90476	XCEL ENERGY	acct 5152791130 acct 5152791130	101-5200-443.40-20 101-5400-445.40-20		9/2008 * Total	100.11 8,332.88 8,332.99
09/17/2008	90478	XCEL ENERGY	acct 5151854463	101-4000-421.60-65		9/2008 * Total	37.22 37.22
09/10/2008	90236	BENGTSON, NICOLE	rnc packets mileage	201-1600-465.50-25 201-1600-465.50-65	** Fund Total	9/2008 9/2008 * Total	200,831.77 50.95 14.19 65.14
09/10/2008	90319	PROGRESS PLUS	acct 1053 acct 1053	201-1600-465.30-70 201-1600-465.40-65		9/2008 9/2008 * Total	1,516.12 200.00 1,716.12
09/10/2008	90360	YOURS TRULY MARKETING I	city of inver grove	201-1600-465.50-25		9/2008 * Total	2,423.42 2,423.42
09/17/2008	90430	LILLIE SUBURBAN NEWSPAP	acct 1363	405-9000-570.50-25	** Fund Total	9/2008 * Total	4,204.68 11.58 11.58
09/17/2008	90375	BARR ENGINEERING COMPAN	city of inver grove hgts	408-5900-708.30-30	** Fund Total	9/2008 * Total	11.58 421.50 421.50
09/17/2008	90398	FEDEX KINKO'S	acct 9980016701	421-5912-721.50-30	0112	9/2008 * Total	421.50 60.85 60.85
09/17/2008	90369	AMERICAN ENGINEERING TE	city of inver grove hgts	423-5903-723.30-34	0303	9/2008 * Total	60.85 10,000.00 10,000.00
09/17/2008	90389	DAHN CONSTRUCTION	souther sanitary sewer	423-5903-723.80-30	0303	9/2008 * Total	296,721.70 296,721.70
09/17/2008	90421	KIMLEY-HORN & ASSOCIATE	city of inver grove hgts	423-5903-723.30-30	0303	9/2008 * Total	20,322.65 20,322.65
09/17/2008	90426	LEVANDER, GILLEN & MILL	client 81000e	423-5903-723.30-42	0303	9/2008	9,550.01

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
4 Checks							* Total
09/17/2008	90390	DAKOTA CTY COMM DEV AGE	city of inver grove hghts	425-5911-725.30-30	9811	9/2008	3,500.00
			city of inver grove hghts	425-5911-725.30-30	9811	9/2008	8,986.05
			city of inver grove hghts	425-5911-725.30-30	9811	9/2008	1,800.00
			city of inver grove	425-5911-725.30-30	9811	9/2008	2,250.00
** Fund Total							336,594.36
09/17/2008	90426	LEVANDER, GILLEN & MILL	client 81000e	425-5906-725.30-42	0506	9/2008	409.20
			client 81000e	425-5922-725.30-42	0522	9/2008	202.50
* Total							611.70
09/17/2008	90459	ST. CROIX TREE SERVICE,	city of inver grove	425-5907-725.30-70	0507	9/2008	12,347.61
			city of inver grove	425-5907-725.30-70	0507	9/2008	18,531.00
* Total							30,878.61
3 Checks							** Fund Total
09/17/2008	90395	E.H. RENNER & SONS INC	drilling well 9	426-5904-726.80-30	0604	9/2008	39,520.00
* Total							39,520.00
1 Checks							** Fund Total
09/10/2008	90276	HOISINGTON KOEGLER GROU	city of inver grove hghts	427-5920-727.30-60	0720	9/2008	17,874.21
			city of inver grove hghts	427-5920-727.30-60	0720	9/2008	15,597.00
* Total							33,471.21
09/17/2008	90369	AMERICAN ENGINEERING TE	city of inver grove hghts	427-5913-727.30-34	0713	9/2008	1,632.70
* Total							1,632.70
2 Checks							** Fund Total
09/17/2008	90369	AMERICAN ENGINEERING TE	city of inver grove hghts	428-5913-728.30-34	0813	9/2008	2,575.00
* Total							2,575.00
09/17/2008	90385	COPY RIGHT	inverwood golf course	428-5919-728.60-65	0819	9/2008	878.02
* Total							878.02
09/17/2008	90421	KIMLEY-HORN & ASSOCIATE	city of inver grove hghts	428-5910-728.30-30	0809D	9/2008	11,383.09
			city of inver grove hghts	428-5910-728.30-30	0809D	9/2008	4,159.36
			city of inver grove hghts	428-5911-728.30-30	0811	9/2008	13,447.27
* Total							28,989.72
09/17/2008	90422	KRECH, O'BRIEN, MUELLER	city of inver grove	428-5918-728.30-70	0818	9/2008	35,935.50
* Total							35,935.50
09/17/2008	90426	LEVANDER, GILLEN & MILL	client 81000e	428-5910-728.30-42	0810	9/2008	506.50
			client 81000e	428-5911-728.30-42	0811	9/2008	270.00
* Total							776.50
09/17/2008	90430	LILLIE SUBURBAN NEWSPAP	acct 1363	428-5913-728.50-25	0813	9/2008	34.76

Prepared: 09/17/2008, 11:53:23  
 Program: GM179L  
 Bank: 00 City of Inver Grove Heights

City of Inver Grove Heights  
 CHECK REGISTER BY FUND

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
09/17/2008	90430	LILLIE SUBURBAN NEWSPAP	acct 1363	428-5913-728.50-25	0813	9/2008 * Total	54.49 89.25
09/17/2008	90452	REED BUSINESS INFORMATI	acct 821155	428-5913-728.50-25	0813	9/2008	243.36
			acct 821155	428-5913-728.50-25	0813	9/2008 * Total	243.36 486.72
09/17/2008	90461	STEVENS ENGINEERS INC	city of inver grove hgts	428-5906-728.30-30	0806	9/2008 * Total	3,938.31 3,938.31
				8 Checks	** Fund Total		73,669.02
09/17/2008	90426	LEVANDER, GILLEN & MILL	client 81000e	429-5901-729.30-42	0901	9/2008 * Total	711.50 711.50
09/17/2008	90431	LILLIE SUBURBAN NEWSPAP	acct 1363	429-5901-729.50-25	0901	9/2008 * Total	57.69 57.69
				2 Checks	** Fund Total		769.19
09/08/2008	90218	ARCON CONSTRUCTION CO I	south grove urban devel	440-5900-740.80-30	0809D	9/2008 * Total	838,658.08 838,658.08
09/08/2008	90222	URBAN COMPANIES	south grove sod	440-5900-740.80-30	0809H	9/2008 * Total	13,319.83 13,319.83
09/17/2008	90369	AMERICAN ENGINEERING TE	city of inver grove hgts	440-5900-740.30-34	0809D	9/2008	4,668.40
			city of inver grove hgts	440-5900-740.30-34	0809G	9/2008 * Total	3,197.00 7,865.40
09/17/2008	90405	GORMAN SURVEYING, INC	city of inver grove hgts	440-5900-740.30-32	0809D	9/2008	6,918.85
			city of inver grove hgts	440-5900-740.30-32	0809D	9/2008 * Total	8,302.62 15,221.47
09/17/2008	90426	LEVANDER, GILLEN & MILL	client 81000e	440-5900-740.30-42	0809D	9/2008 * Total	1,640.65 1,640.65
09/17/2008	90431	LILLIE SUBURBAN NEWSPAP	acct 1363	440-5900-740.50-25	0809G	9/2008 * Total	227.56 227.56
09/17/2008	90435	MN DEPT OF TRANSPORTATI	cust 1298	440-5900-740.30-34	0809D	9/2008 * Total	108.47 108.47
09/17/2008	90468	URBAN COMPANIES	south grove sod project	440-5900-740.80-30	0809H	9/2008 * Total	14,254.32 14,254.32
				8 Checks	** Fund Total		891,295.78
09/08/2008	90221	SHEEHY CONSTRUCTION COM	nw utility/lift station	446-5915-746.80-30	0315A	9/2008 * Total	75,996.20 75,996.20
09/17/2008	90371	AMES CONSTRUCTION INC	nw trunk utility	446-5915-746.80-30	0315	9/2008 * Total	1,247,384.99 1,247,384.99

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09/17/2008	90426	LEVANDER, GILLEN & MILL	client 81000e	446-5915-746.30-42	0315	9/2008 * Total	4,031.60 4,031.60
09/17/2008	90450	PROFESSIONAL SERVICE IN	acct 1010761 acct 1010761	446-5915-746.80-10 446-5915-746.80-10	0315 0315	9/2008 9/2008 * Total	3,831.50 1,625.00 5,456.50
09/17/2008	90430	LILLIE SUBURBAN NEWSPAP	acct 1363	452-9000-570.50-25	** Fund Total	9/2008 * Total	1,332,869.29 11.59 11.59
09/17/2008	90430	LILLIE SUBURBAN NEWSPAP	acct 1363	453-9000-570.50-25	1 Checks ** Fund Total	9/2008 * Total	11.59 11.59 11.59
09/10/2008	90225	ACE PAINT & HARDWARE	cust 1126 cust 1126	501-7100-512.60-16 501-7100-512.60-16	1 Checks ** Fund Total	9/2008 9/2008 * Total	7.98 25.15 33.13
09/10/2008	90253	DAKOTA ELECTRIC ASSN	acct 2148310	501-7100-512.40-20	1 Checks ** Fund Total	9/2008 * Total	8.92 8.92
09/10/2008	90265	G & K SERVICES	acct 7494701	501-7100-512.60-45	1 Checks ** Fund Total	9/2008 * Total	25.77 25.77
09/10/2008	90268	GERTEN'S LANDSCAPING	city of inver grove	501-7100-512.60-16	1 Checks ** Fund Total	9/2008 * Total	258.11 258.11
09/10/2008	90271	HAWKINS, INC.	cust 108816 cust 108816	501-7100-512.60-19 501-7100-512.40-42	1 Checks ** Fund Total	9/2008 9/2008 * Total	584.00 287.30 871.30
09/10/2008	90273	HD SUPPLY WATERWORKS LT	cust 99872 cust 99872	501-7100-512.75-50 501-7100-512.75-50	1 Checks ** Fund Total	9/2008 9/2008 * Total	918.43 224.94 1,143.37
09/10/2008	90292	METEORLOGIX	acct 0581425	501-7100-512.30-70	1 Checks ** Fund Total	9/2008 * Total	281.06 281.06
09/10/2008	90294	MN DEPT OF HEALTH	city of inver grove hgts	501-0000-381.10-00	1 Checks ** Fund Total	9/2008 * Total	11,638.00 11,638.00
09/10/2008	90298	MN PIPE & EQUIPMENT	acct 2195 acct 2195	501-7100-512.40-42 501-7100-512.60-40	1 Checks ** Fund Total	9/2008 9/2008 * Total	578.31 154.64 732.95
09/10/2008	90309	ONE CALL CONCEPTS INC	acct cinght1	501-7100-512.30-70	1 Checks ** Fund Total	9/2008 * Total	793.15 793.15

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09/10/2008	90312	PETTY CASH	plant supplies	501-7100-512.60-16		9/2008 * Total	17.55 17.55
09/10/2008	90348	UNITED PARCEL SERVICE	cut v4650v	501-7100-512.60-16		9/2008 * Total	19.65 19.65
09/10/2008	90358	XCEL ENERGY	acct 5160987097	501-7100-512.40-10		9/2008	21.67
			acct 5160987097	501-7100-512.40-20		9/2008 * Total	222.17 243.84
09/17/2008	90366	ADMINISTRATION RESOURCE	city of inver grove hgts	501-7100-512.30-55		9/2008 * Total	23.84 23.84
09/17/2008	90401	G & K SERVICES	acct 7494701	501-7100-512.60-45		9/2008 * Total	25.77 25.77
09/17/2008	90460	STATE OF MN-DEPT OF PUB	erc id 190710047	501-7100-512.40-40		9/2008 * Total	100.00 100.00
09/17/2008	90462	SUSA	attende; eric kramer	501-7100-512.50-80		9/2008 * Total	160.00 160.00
09/17/2008	90465	TWIN CITY FILTER SERVIC	acct city:igh	501-7100-512.40-40		9/2008 * Total	622.47 622.47
09/17/2008	90477	XCEL ENERGY	acct 5160987097	501-7100-512.40-10		9/2008	1,240.71
			acct 5160987097	501-7100-512.40-20		9/2008 * Total	28,981.94 30,222.65
						** Fund Total	47,221.53
09/10/2008	90265	G & K SERVICES	acct 7494701	502-7200-514.60-45		9/2008 * Total	11.04 11.04
09/10/2008	90293	METROPOLITAN COUNCIL	acct 5084	502-7200-514.40-15		9/2008 * Total	109,359.28 109,359.28
09/17/2008	90363	ABC RENTALS INC	city of inver grove hgts	502-7200-514.40-50		9/2008 * Total	167.83 167.83
09/17/2008	90366	ADMINISTRATION RESOURCE	city of inver grove hgts	502-7200-514.30-55		9/2008 * Total	15.91 15.91
09/17/2008	90391	DAKOTA CTY TREASURER	city of inver grove	502-0000-207.01-00		9/2008 * Total	80.00 80.00
09/17/2008	90401	G & K SERVICES	acct 7494701	502-7200-514.60-45		9/2008 * Total	11.04 11.04
09/17/2008	90471	USABLUEBOOK	acct 656648	502-7200-514.60-12		9/2008 * Total	104.69 104.69
09/17/2008	90477	XCEL ENERGY	acct 5160987097	502-7200-514.40-20		9/2008	197.08

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09/10/2008	90225	ACE PAINT & HARDWARE	cust 1126	503-8600-527.40-42	** Fund Total	9/2008	109,946.87
						* Total	8.59
09/10/2008	90228	ALL STAR PRO GOLF, INC.	inver wood golf course	503-8000-521.60-65		9/2008	8.59
						* Total	705.34
09/10/2008	90245	COLLEGE CITY BEVERAGE	acct 3592	503-8300-524.76-15		9/2008	705.34
						* Total	644.45
09/10/2008	90248	COVERALL OF THE TWIN CI	acct 2469	503-8500-526.40-40		9/2008	644.45
						* Total	1,118.25
09/10/2008	90249	CUSHMAN MOTOR COMPANY I	cust c0644	503-8400-525.40-41		9/2008	1,118.25
						* Total	158.43
09/10/2008	90252	DAKOTA ELECTRIC ASSN	acct 2013605	503-8600-527.40-20		9/2008	158.43
						* Total	183.78
09/10/2008	90254	DEX MEDIA EAST	acct 110360619	503-8500-526.50-25		9/2008	69.00
						* Total	69.00
09/10/2008	90265	G & K SERVICES	acct 0157401	503-8600-527.60-45		9/2008	50.66
						* Total	50.66
09/10/2008	90267	GARY'S PEST CONTROL	city of inver grove	503-8500-526.40-40		9/2008	63.90
						* Total	63.90
09/10/2008	90269	GREEN IMAGE	cust 200160	503-8600-527.40-42		9/2008	261.77
						9/2008	367.37
						9/2008	61.75
						* Total	690.89
09/10/2008	90301	MOYNIHAN, MATT	food for f & b	503-8300-524.76-05		9/2008	24.66
						* Total	24.66
09/10/2008	90302	MTI DISTRIBUTING CO	acct 402307	503-8600-527.60-08		9/2008	679.68
						9/2008	975.96
						9/2008	427.29
						9/2008	690.89
						9/2008	172.08
						9/2008	1,681.97
						9/2008	121.83
						* Total	387.45
						* Total	5,137.15
09/10/2008	90303	NAPA OF INVER GROVE HEI	acct 301	503-8600-527.40-42		9/2008	158.20
						9/2008	16.66
						* Total	174.86

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09/10/2008	90314	PLAISTED COMPANIES, INC	acct inw1	503-8600-527.60-20		9/2008 * Total	756.53 756.53
09/10/2008	90317	PRECISION SMALL ENGINE	acct 9583	503-8600-527.40-42		9/2008 * Total	116.15 116.15
09/10/2008	90318	PRECISION TURF & CHEMIC	acct inver01	503-8600-527.60-35		9/2008 * Total	4,966.31 4,966.31
09/10/2008	90337	SUMMIT FOOD EQUIPMENT S	acct 299	503-8300-524.40-42		9/2008 * Total	103.50 103.50
09/10/2008	90344	TURFWERKS	acct t11331	503-8600-527.40-42		9/2008 * Total	209.58 209.58
09/10/2008	90345	TWIN CITY SAW	inverwood golf course inverwood golf course	503-8600-527.40-42 503-8600-527.40-42		9/2008 9/2008 * Total	107.41 67.88 175.29
09/10/2008	90357	XCEL ENERGY	acct 5157543641 acct 5157543641	503-8500-526.40-10 503-8500-526.40-20		9/2008 9/2008 * Total	62.73 1,648.54 1,711.27
09/17/2008	90364	ACE PAINT & HARDWARE	acct 1126 acct 1126	503-8500-526.60-65 503-8500-526.60-65		9/2008 9/2008 * Total	10.11 5.31 15.42
09/17/2008	90366	ADMINISTRATION RESOURCE	city of inver grove hgts	503-8500-526.30-55		9/2008 * Total	4.25 4.25
09/17/2008	90373	ARCTIC GLACIER, INC.	acct 1726134 acct 1726134	503-8300-524.60-65 503-8300-524.60-65		9/2008 9/2008 * Total	129.64 172.52 302.16
09/17/2008	90378	BUSINESS VOICE	inverwood golf course	503-8500-526.50-25		9/2008 * Total	360.00 360.00
09/17/2008	90383	CHECKPOINT SYSTEMS INC	city of inver grove	503-8500-526.50-55		9/2008 * Total	183.50 183.50
09/17/2008	90384	COCA COLA BOTTLING COMP	outlet 3079049 outlet 3079049	503-8300-524.76-10 503-8300-524.76-10		9/2008 9/2008 * Total	366.52 97.06 463.58
09/17/2008	90385	COPY RIGHT	inver wood golf course	503-8000-521.50-30		9/2008 * Total	141.36 141.36
09/17/2008	90401	G & K SERVICES	acct 0157401	503-8600-527.60-45		9/2008 * Total	55.91 55.91
09/17/2008	90403	GLASS DOCTOR	inverwood golf course	503-8100-522.40-42		9/2008 * Total	195.10 195.10

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
09/17/2008	90408	GRANDMA'S BAKERY	acct 24400	503-8300-524.76-05		9/2008	55.28
			acct 24400	503-8300-524.76-05		9/2008	60.44
			acct 24400	503-8300-524.76-05		9/2008	60.44
			acct 24400	503-8300-524.76-05		9/2008	60.44
			acct 24400	503-8300-524.76-05		9/2008	60.44
			acct 24400	503-8300-524.76-05		9/2008	44.58
			acct 24400	503-8300-524.76-05		9/2008	44.58
			acct 24400	503-8300-524.76-05		9/2008	54.52
			acct 24400	503-8300-524.76-05		9/2008	55.66
			acct 24400	503-8300-524.76-05		9/2008	55.66
			acct 24400	503-8300-524.76-05		9/2008	50.12
			acct 24400	503-8300-524.76-05		9/2008	44.61
			acct 24400	503-8300-524.76-05		9/2008	44.61
			acct 24400	503-8300-524.76-05		9/2008	50.15
			acct 24400	503-8300-524.76-05		9/2008	44.58
			acct 24400	503-8300-524.76-05		9/2008	49.36
						* Total	835.47
09/17/2008	90412	HEGGIES PIZZA	acct 1708	503-8300-524.76-05		9/2008	40.90
						* Total	40.90
09/17/2008	90432	M. AMUNDSON LLP	inverwood golf course	503-8300-524.76-05		9/2008	146.08
						* Total	146.08
09/17/2008	90433	MENARDS - WEST ST. PAUL	cust 30170265	503-8600-527.60-12		9/2008	78.57
						* Total	78.57
09/17/2008	90442	NIKE USA, INC.	cust 79282	503-8200-523.76-20		9/2008	59.36
			cust 79282	503-8200-523.76-20		9/2008	92.93
						* Total	152.29
09/17/2008	90447	PERFORMANCE DRAFT BEER	inver wood golf course	503-8300-524.40-42		9/2008	30.00
						* Total	30.00
09/17/2008	90455	SCHAEFFER MFG CO	acct 2237861	503-8600-527.60-22		9/2008	1,130.10
						* Total	1,130.10
09/17/2008	90463	TDS METROCOM	acct 6514573667	503-8500-526.50-20		9/2008	281.73
						* Total	281.73
09/17/2008	90464	THOR GUARD INC	cust inv01	503-8600-527.40-42		9/2008	443.78
						* Total	443.78
09/17/2008	90469	US FOODSERVICE	acct 223000	503-8300-524.60-65		9/2008	107.84
			acct 223000	503-8300-524.76-05		9/2008	418.93
			acct 223000	503-8300-524.60-65		9/2008	27.25
			acct 223000	503-8300-524.76-05		9/2008	454.53
			acct 223000	503-8300-524.76-10		9/2008	27.95
						* Total	1,036.50
09/10/2008	90229	AMERICAN SOCCER COMPANY	acct 254651	504-6100-452.60-09	R40140	9/2008	138.26
						** Fund Total	22,965.29

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09/10/2008	90232	BACKUS, RAY	senior trip canceled	504-0000-227.10-00		9/2008	51.00
						* Total	51.00
09/10/2008	90233	BARIE, KIRSTEN	class canceled	504-0000-347.00-00	R41050	9/2008	84.00
						* Total	84.00
09/10/2008	90261	FAFFLER, ANN	senior trip canceled	504-0000-227.10-00		9/2008	36.00
						* Total	36.00
09/10/2008	90264	FRED PRYOR SEMINARS	e. carlson/t. o'connor	504-6100-452.50-80	R90100	9/2008	42.66
						* Total	42.66
09/10/2008	90272	HAYMAN, HYLAS & ATHENA	senior trip canceled	504-0000-227.10-00		9/2008	102.00
						* Total	102.00
09/10/2008	90278	IKON OFFICE SOLUTIONS	cust 3281870	504-6100-452.40-44	R90100	9/2008	353.76
						* Total	353.76
09/10/2008	90308	O'CONNOR, TERI	mileage	504-6100-452.50-65	R90100	9/2008	6.97
						* Total	6.97
09/10/2008	90313	PIERMANTIER, DOLORES	senior trip canceled	504-0000-227.10-00		9/2008	51.00
						* Total	51.00
09/10/2008	90323	REYNOLDS, BETTY	senior trip canceled	504-0000-227.10-00		9/2008	51.00
						* Total	51.00
09/10/2008	90328	SAM'S CLUB	acct 7715090065702540	504-6100-452.60-09	R20680	9/2008	280.06
						* Total	280.06
09/10/2008	90331	SODERSTROM, DIANNE	senior trip canceled	504-0000-227.10-00		9/2008	36.00
						* Total	36.00
09/10/2008	90333	SOUTH ST PAUL UMPIRES A	city of inver grove	504-6100-452.30-70	R50100	9/2008	3,483.00
						* Total	3,483.00
09/10/2008	90334	ST. CROIX LESSON CENTER	city of inver grove	504-6100-452.30-70	R20680	9/2008	5,250.00
						* Total	5,250.00
09/10/2008	90339	TARGET BANK	acct 9555069370	504-6100-452.60-09	R55000	9/2008	42.27
						* Total	42.27
09/10/2008	90343	TUNELL, LEANN	canceled class	504-0000-347.00-00	R40140	9/2008	45.00
						* Total	45.00
09/10/2008	90346	TWIN CITY TRUCK & VAN R	city of inver grove	504-6100-452.40-50	R20680	9/2008	478.98
						* Total	478.98
09/10/2008	90353	VIVEIROS, JOYCE	senior trip canceled	504-0000-227.10-00		9/2008	51.00
						* Total	51.00
						* Total	138.26

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09/10/2008	90354	WEITZEL, JASON	league sb championship	504-6100-452.60-09	R50100	9/2008 * Total	120.00 120.00
09/17/2008	90366	ADMINISTRATION RESOURCE	city of inver grove hgts	504-6100-452.30-55	R90100	9/2008 * Total	8.06 8.06
09/17/2008	90382	CHAMPIONSHIP PRODUCTS	cust igh parks & rec	504-6100-452.60-45	R40100	9/2008	343.20
			cust igh parks & rec	504-6100-452.60-45	R40100	9/2008	64.40
			acct ighparks & rec	504-6100-452.60-45	R40140	9/2008	475.20
			acct ighparks & rec	504-6100-452.60-45	R40140	9/2008	382.80
			acct ighparks & rec	504-6100-452.60-45	R40140	9/2008	382.80
						* Total	1,648.40
			21 Checks		** Fund Total		12,359.42
09/10/2008	90224	ABRAHAMSON, TAMMY	pool supplies	505-6200-453.60-40	C50000	9/2008 * Total	67.05 67.05
09/10/2008	90244	COCA COLA BOTTLING COMP	acct 3291552	505-6200-453.76-10	C30200	9/2008 * Total	264.98 264.98
09/10/2008	90264	FRED PRYOR SEMINARS	e. carlson/t. o'connor	505-6200-453.50-80	C10000	9/2008 * Total	42.67 42.67
09/10/2008	90274	HEALTH INFORMATION RESO	city of inver grove	505-6200-453.50-70	C15500	9/2008 * Total	29.95 29.95
09/10/2008	90278	IKON OFFICE SOLUTIONS	cust 3281870	505-6200-453.40-44	C10000	9/2008 * Total	825.44 825.44
09/10/2008	90295	MN DEPT OF LABOR & INDU	acct 93055	505-6200-453.50-70	C25000	9/2008 * Total	80.00 80.00
09/10/2008	90308	O'CONNOR, TERI	mileage	505-6200-453.50-65	C10000	9/2008 * Total	12.91 12.91
09/10/2008	90312	PETTY CASH	membership letters	505-6200-453.50-35	C10100	9/2008 * Total	10.90 10.90
09/10/2008	90325	ROACH, RICK	mileage	505-6200-453.50-65	C25000	9/2008 * Total	19.31 19.31
09/10/2008	90327	SAM'S CLUB	acct 7715090061606950	505-6200-453.60-40	C60100	9/2008	158.53
			acct 7715090061606950	505-6200-453.60-65	C65100	9/2008	533.20
			acct 7715090061606950	505-6200-453.76-05	C30300	9/2008	117.88
			acct 7715090061606950	505-6200-453.76-10	C65100	9/2008	21.30
						* Total	830.91
09/10/2008	90339	TARGET BANK	acct 9555069370	505-6200-453.60-65	C16000	9/2008 * Total	9.58 9.58
09/10/2008	90351	VISTAR CORPORATION	acct 10135003	505-6200-453.60-65	C30400	9/2008	42.72
			acct 10135003	505-6200-453.76-05	C30400	9/2008	437.00

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09/10/2008	90351	VISTAR CORPORATION	acct 10130236 acct 10095779 acct 10095779 acct 10095779 acct 10095779	505-6200-453.76-05 505-6200-453.60-65 505-6200-453.76-05 505-6200-453.76-05 505-6200-453.60-65	C30100 C16000 C30200 C30200 C30200	9/2008 9/2008 9/2008 9/2008 9/2008	442.17 74.30 890.96 57.72 193.04
			acct 10095779	505-6200-453.76-05	C16000	* Total	2,362.54
09/10/2008	90352	VISTAR CORPORATION	acct 10130236 acct 10130236	505-6200-453.60-65 505-6200-453.76-05	C30100 C30100	9/2008 9/2008	31.82 178.10
			mileage	505-6200-453.50-65	C16000	* Total	209.92
09/10/2008	90361	ZHAIVORNOK, ALYA				9/2008	59.67
						* Total	59.67
09/17/2008	90366	ADMINISTRATION RESOURCE	city of inver grove hghts	505-6200-453.30-55	C25000	9/2008	19.98
						* Total	19.98
09/17/2008	90368	AL'S COFFEE COMPANY	acct 2269	505-6200-453.76-10	C30100	9/2008	527.20
						* Total	527.20
09/17/2008	90370	AMERICAN RED CROSS	acct x10866	505-6200-453.60-18	C50000	9/2008	120.00
						* Total	120.00
09/17/2008	90384	COCA COLA BOTTLING COMP	outlet 3291552 outlet 3291552 outlet 3291554 outlet 3291555	505-6200-453.60-65 505-6200-453.76-10 505-6200-453.76-10 505-6200-453.76-10	C30200 C30200 C30100 C30100	9/2008 9/2008 9/2008 9/2008	38.00 329.56 182.68 297.14
						* Total	847.38
09/17/2008	90387	CULLIGAN	acct 157011438908 acct 157011438908	505-6200-453.60-16 505-6200-453.60-65	C25000 C10000	9/2008 9/2008	791.30 45.50
						* Total	836.80
09/17/2008	90399	FERRELLGAS	acct 7757735	505-6200-453.60-21	C21000	9/2008	277.27
						* Total	277.27
09/17/2008	90400	FIRST IMPRESSION GROUP,	acct 3022	505-6200-453.50-30	C91000	9/2008	2,502.75
						* Total	2,502.75
09/17/2008	90404	GLEWWE DOORS	veterans memorial	505-6200-453.40-40	C21000	9/2008	528.76
						* Total	528.76
09/17/2008	90406	GRAINGER	act 806460150	505-6200-453.60-16	C25000	9/2008	127.03
						* Total	127.03
09/17/2008	90409	HAWKINS, INC.	acct 1226360 acct 1226360 acct 108815	505-6200-453.60-15 505-6200-453.60-16 505-6200-453.60-15	C25000 C21000 C25000	9/2008 9/2008 9/2008	1,505.16 449.96 624.19
						* Total	2,579.31
09/17/2008	90413	HILLIYARD INC	acct 267670	505-6200-453.60-11	C25000	9/2008	210.24
						* Total	210.24

Prepared: 09/17/2008, 11:53:23  
 Program: GMI79L  
 Bank: 00 City of Inver Grove Heights

City of Inver Grove Heights  
 CHECK REGISTER BY FUND

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
09/17/2008	90416	HUEBSCH SERVICES	acct 92965	505-6200-453.40-40	C25000	9/2008 * Total	101.28 101.28
09/17/2008	90420	KIMBALL MIDWEST	acct 226819	505-6200-453.60-12	C25000	9/2008 * Total	132.16 132.16
09/17/2008	90429	LILLIE SUBURBAN NEWSPAP	acct 9587 - vmcc	505-6200-453.50-25	C91000	9/2008 * Total	319.00 319.00
09/17/2008	90456	SCHINDLER ELEVATOR CORP	cust 1077364	505-6200-453.40-40	C25000	9/2008 * Total	210.51 210.51
09/17/2008	90457	SIMON'S APPLIANCE	cust 6514502587	505-6200-453.60-11	C25000	9/2008 * Total	330.15 330.15
09/17/2008	90366	ADMINISTRATION RESOURCE	city of inver grove hgts	602-2100-415.30-55	** Fund Total	9/2008 * Total	14,495.65 .76 .76
09/10/2008	90225	ACE PAINT & HARDWARE	cust 1126	603-5300-444.60-12	** Fund Total	9/2008 * Total	8.91 5.85 14.76
09/10/2008	90231	ASTLEFORD INT'L & ISUZU	cust 1454	603-0000-145.50-00	** Fund Total	9/2008 * Total	338.82 338.82
09/10/2008	90241	CANON BUSINESS SOLUTION	acct 1061833	603-5300-444.40-42	** Fund Total	9/2008 * Total	405.26 405.26
09/10/2008	90242	CARQUEST OF ROSEMOUNT	acct 614420	603-5300-444.40-41	** Fund Total	9/2008 * Total	14.15 42.13 4.66 92.62 38.34 78.03 5.61 20.18 66.80 362.52
09/10/2008	90257	DON PIEHL	city of inver grove	603-5300-444.60-40	** Fund Total	9/2008 * Total	576.82 79.09 655.91
09/10/2008	90259	EMERGENCY AUTOMOTIVE TE	city of inver grove	603-5300-444.40-41	** Fund Total	9/2008 * Total	6.26 6.26
09/10/2008	90260	FACTORY MOTOR PARTS COM	cust 10799	603-5300-444.40-41	** Fund Total	9/2008 * Total	190.61 190.61

City of Inver Grove Heights  
 CHECK REGISTER BY FUND

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
09/10/2008	90263	FIRE EQUIPMENT SPECIALT	cust 20599ghfd	603-5300-444.40-41		9/2008 * Total	208.87 208.87
09/10/2008	90265	G & K SERVICES	acct 7494701 acct 7494701	603-5300-444.40-65 603-5300-444.60-45		9/2008 9/2008 * Total	101.09 40.61 141.70
09/10/2008	90282	KIMBALL MIDWEST	cust 222006 cust 222006 cust 222006	603-0000-145.50-00 603-5300-444.60-12 603-5300-444.60-12		9/2008 9/2008 9/2008 * Total	26.81 207.32 33.34 267.47
09/10/2008	90283	KREMER SPRING & ALIGNME	cust city15	603-5300-444.40-41		9/2008 * Total	542.00 542.00
09/10/2008	90288	LITTLE FALLS MACHINE IN	cust inver	603-5300-444.40-41		9/2008 * Total	107.96 107.96
09/10/2008	90289	LIVING COLOR	city of inver grove hqts city of inver grove hqts	603-5300-444.40-40 603-5300-444.40-40		9/2008 9/2008 * Total	2,220.00 600.00 2,820.00
09/10/2008	90312	PETTY CASH	dot inspection decals	603-5300-444.40-41		9/2008 * Total	16.00 16.00
09/10/2008	90315	POMP'S TIRE SERVICE, IN	acct 4502557 acct 4502557	603-0000-145.50-00 603-5300-444.60-14		9/2008 9/2008 * Total	1,159.79 117.58 1,277.37
09/10/2008	90338	SWEEPER SERVICES	city of inver grove hqts	603-5300-444.40-41		9/2008 * Total	485.64 485.64
09/10/2008	90344	TUREWERKS	cust t11270	603-5300-444.40-41		9/2008 * Total	39.80 39.80
09/10/2008	90355	WHITAKER LINCOLN MERCUR	cust 4198	603-5300-444.80-70		9/2008 * Total	74.23 74.23
09/10/2008	90359	YOCUM OIL COMPANY, INC.	cust 502860	603-0000-145.60-00		9/2008 * Total	27,550.75 27,550.75
09/17/2008	90364	ACE PAINT & HARDWARE	cust 1126	603-5300-444.40-40		9/2008 * Total	23.41 23.41
09/17/2008	90380	CARQUEST OF ROSEMOUNT	cust 614420	603-5300-444.60-12		9/2008 * Total	17.31 17.31
09/17/2008	90381	CATCO PARTS SERVICE	cust 136090	603-0000-145.50-00		9/2008 * Total	453.65 453.65
09/17/2008	90397	EMERGENCY AUTOMOTIVE TE	cust inver grove hts city cust inver grove hts city cust inver grove hts city	603-5300-444.80-70 603-5300-444.80-70 603-5300-444.80-70		9/2008 9/2008 9/2008 * Total	900.71 563.59 115.94 1,379.24

Program: GM179L  
 Bank: 00 City of Inver Grove Heights

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
09/17/2008	90397	EMERGENCY AUTOMOTIVE TE	cust inver grove hts city	603-5300-444.80-70		9/2008 * Total	223.03 1,803.27
09/17/2008	90401	G & K SERVICES	acct 7494701	603-5300-444.40-65		9/2008	101.10
			acct 7494701	603-5300-444.60-45		9/2008 * Total	40.61 141.71
09/17/2008	90420	KIMBALL MIDWEST	acct 222006	603-5300-444.60-12		9/2008 * Total	163.86 163.86
09/17/2008	90424	LANGULA HARDWARE INC	inver grove hgts	603-5300-444.40-41		9/2008 * Total	68.79 68.79
09/17/2008	90451	R & R CARPET SERVICE	city of inver grove hgts	603-5300-444.40-65		9/2008 * Total	69.23 69.23
09/17/2008	90474	WHITAKER LINCOLN MERCUR	acct 4198	603-5300-444.40-41		9/2008	321.10
			acct 4198	603-5300-444.40-41		9/2008 * Total	790.91 1,112.01
09/17/2008	90476	XCEL ENERGY	acct 5152791130	603-5300-444.40-10		9/2008	156.36
			acct 5152791130	603-5300-444.40-20		9/2008 * Total	2,024.35 2,180.71
						** Fund Total	41,539.88
09/10/2008	90246	COORDINATED BUSINESS SY	cust 4502512	604-2200-416.40-44		9/2008 * Total	194.92 194.92
09/17/2008	90446	OFFICE EQUIPMENT FINANC	acct 923425	604-2200-416.40-50		9/2008 * Total	1,314.33 1,314.33
09/17/2008	90448	PRECISION DATA SYSTEMS	city hallcopy/legal paper	604-2200-416.60-05		9/2008	1,029.00
			police copy paper	604-2200-416.60-05		9/2008 * Total	362.60 1,391.60
						** Fund Total	2,900.85
09/10/2008	90240	BROTHERS MFG	city of inver grove	605-3100-419.60-11		9/2008 * Total	134.62 134.62
09/10/2008	90290	LONE OAK COMPANIES, INC	city of inver grove hgts	605-3100-419.50-35		9/2008 * Total	411.56 411.56
09/10/2008	90307	NS/I MECHANICAL CONTRAC	city of inver grove hgts	605-3100-419.40-40		9/2008 * Total	31.17 31.17
09/10/2008	90310	ONVOY INC	acct 001555726455	605-3100-419.50-20		9/2008 * Total	1,009.80 1,009.80
09/10/2008	90326	SAM'S CLUB	acct 7715090063580633	605-3100-419.60-11		9/2008 * Total	142.48 142.48

Program: GM179L  
 Bank: 00 City of Inver Grove Heights

City of Inver Grove Heights  
 CHECK REGISTER BY FUND

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD / YEAR	AMOUNT
09/10/2008	90342	THYSSENKRUPP ELEVATOR C	acct 941639	605-3100-419.40-40		9/2008 * Total	271.70 271.70
09/10/2008	90356	XCEL ENERGY	cust 5142529960 cust 5142529960	605-3100-419.40-10 605-3100-419.40-20		9/2008 * Total	101.13 4,102.33 4,203.46
09/17/2008	90417	INTEGRA TELECOM	cust 2129	605-3100-419.40-40		9/2008 * Total	112.50 112.50
09/17/2008	90451	R & R CARPET SERVICE	city of inver grove hgts	605-3100-419.40-65		9/2008 * Total	124.50 124.50
09/17/2008	90470	USA MOBILITY WIRELESS I	acct 03174935	605-3100-419.40-40		9/2008 * Total	3.81 3.81
09/17/2008	90479	ZEE MEDICAL SERVICE	acct 701	605-3100-419.60-65		9/2008 * Total	107.19 107.19
09/10/2008	90226	ADVANCED TECHNOLOGY SYS	cust cityinver	606-1400-413.60-10		9/2008 * Total	187.43 187.43
09/10/2008	90258	EASTON, DIANE	heat sink fan	606-1400-413.60-10		9/2008 * Total	83.25 83.25
09/17/2008	90367	ADVANCED TECHNOLOGY SYS	cityinver	606-1400-413.40-49		9/2008 * Total	150.00 150.00
09/17/2008	90379	CANON BUSINESS SOLUTION	acct 1061833 acct 1061833	606-1400-413.60-10 606-1400-413.60-10		9/2008 * Total	146.20 98.88 245.08
09/17/2008	90438	MN OFFICE OF ENTERPRISE	cust b00659	606-1400-413.30-70		9/2008 * Total	100.00 100.00
09/08/2008	90219	HENNEPIN COUNTY DISTRICT	nicholas allen kanienski	702-0000-229.10-00		9/2008 * Total	50.00 50.00
09/08/2008	90220	HENNEPIN COUNTY DISTRICT	dominique kwyan robinson	702-0000-229.10-00		9/2008 * Total	50.00 50.00
09/10/2008	90223	SAM'S CLUB	acct 7715090061845624	702-0000-229.02-00		9/2008 * Total	200.00 200.00
09/10/2008	90230	ARAMARK REFRESHMENT SER	cust 39398 cust 39398 cust 39398	702-0000-228.65-00 702-0000-228.65-00 702-0000-228.65-00		9/2008 * Total	123.51 123.51 14.86 261.88

11 Checks

\*\* Fund Total

5 Checks

\*\* Fund Total

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
09/10/2008	90235	BARR ENGINEERING COMPAN	city of inver grove hgts	702-0000-228.75-00		9/2008	1,285.50
						* Total	1,285.50
09/10/2008	90304	NATIONWIDE GROUP	escrow balance	702-0000-228.68-00		9/2008	1,088.41
						* Total	1,088.41
09/16/2008	90362	DAKOTA CITY DISTRICT COU	inver grove hgts pd	702-0000-229.10-00		9/2008	250.00
						* Total	250.00
09/17/2008	90388	CULLIGAN	acct 157984732428	702-0000-228.63-00		9/2008	40.05
						* Total	40.05
09/17/2008	90426	LEVANDER, GILLEN & MILL	client 81000e	702-0000-228.80-00		9/2008	3,069.00
			client 81000e	702-0000-230.25-00		9/2008	8,531.77
			client 81000e	702-0000-230.33-00		9/2008	1,152.00
			client 81000e	702-0000-230.38-00		9/2008	2,131.67
						* Total	14,884.44
09/17/2008	90430	LILLIE SUBURBAN NEWSAP	acct 1363	702-0000-228.85-00		9/2008	11.59
						* Total	11.59
09/17/2008	90431	LILLIE SUBURBAN NEWSAP	acct 1363	702-0000-228.75-00		9/2008	13.24
			acct 1363	702-0000-229.35-00		9/2008	11.59
						* Total	24.83
09/17/2008	90473	WASHINGTON COUNTY SHERI	ben karl brackkraw	702-0000-229.10-00		9/2008	300.00
						* Total	300.00
						** Fund Total	18,446.70
09/10/2008	90235	BARR ENGINEERING COMPAN	city of inver grove hgts	703-5500-446.30-30		9/2008	825.00
			city of inver grove	703-5500-446.30-30		9/2008	3,209.50
						* Total	4,034.50
09/10/2008	90270	GREENMAN TECHNOLOGIES O	city of inver grove	703-5500-446.40-25		9/2008	130.50
			city of inver grove	703-5500-446.40-25		9/2008	21.00
						* Total	151.50
09/17/2008	90419	JR'S APPLIANCE DISPOSAL	inver grove hgts	703-5500-446.40-25		9/2008	24.00
						* Total	24.00
						** Fund Total	4,210.00
						*** Bank Total	3,244,806.97
						*** Grand Total	3,244,806.97

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

**Consider Pay Voucher No. 2 for City Project No. 2008-09H – South Grove Sod Replacement Project**

Meeting Date: September 22, 2008  
 Item Type: Consent  
 Contact: Scott D. Thureen, 651.450.2571  
 Prepared by: Scott D. Thureen, Public Works Director  
 Reviewed by: N/A *SDT kb*

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

**PURPOSE/ACTION REQUESTED**

Consider Pay Voucher No. 2 for City Project No. 2008-09H – South Grove Sod Replacement Project.

**SUMMARY**

The improvements were ordered as part of the 2008 Pavement Management Program. The contract was awarded in the amount of \$63,400 to Urban Companies, on June 23, 2008 for City Project No. 2008-09H South Grove Sod Replacement Project.

The contractor has completed the work through September 15, 2008 in accordance with the contract plans and specifications. A five (5) percent retainage will be maintained until the project is completed.

I recommend approval of Pay Voucher No. 2 in the amount of \$14,254.32 for work completed on City Project No. 2008-09H – South Grove Sod Replacement Project.

SDT/kf  
Attachment: Pay Voucher No. 2



CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

**Consider Payment Voucher No. 3 for City Project No. 2003-03 – Southern Sanitary Sewer System Improvements**

Meeting Date: September 22, 2008  
 Item Type: Consent  
 Contact: Scott D. Thureen, 651.450.2571  
 Prepared by: Scott D. Thureen, Public Works Director  
 Reviewed by: N/A *SAT ES*

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

**PURPOSE/ACTION REQUESTED**

Consider Payment Voucher No. 3 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 September 15, 2008 in accordance with the contract plans and specifications. A five percent (5%) retainage will be maintained until the project is completed.

I recommend approval of Payment Voucher No. 3 in the amount of \$296,721.70 for work on City Project No. 2003-03 – Southern Sanitary Sewer System Improvements.

SDT/kf  
 Attachments: Payment Voucher No. 3



CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

**Consider Pay Voucher No. 4 for City Project No. 2003-15 – Northwest Area Trunk Utility Improvements.**

Meeting Date: September 22, 2008  
 Item Type: Consent  
 Contact: Steve W. Dodge, 651.450.2541  
 Prepared by: Steve W. Dodge, Asst. City Engineer  
 Reviewed by: Scott D. Thureen, Public Works Director

*SST*      *ST*

<b>Fiscal/FTE Impact:</b>	
<input type="checkbox"/>	None
<input type="checkbox"/>	Amount included in current budget
<input type="checkbox"/>	Budget amendment requested
<input type="checkbox"/>	FTE included in current complement
<input type="checkbox"/>	New FTE requested – N/A
<input checked="" type="checkbox"/>	Other: 2003-15 Project Funds and Contingency Funds

**PURPOSE/ACTION REQUESTED**

Consider Pay Voucher No. 4 for City Project No. 2003-15 – Northwest Area Trunk Utility Improvements.

**SUMMARY**

The improvements were ordered by the City Council on November 14, 2005. The contract was awarded to Ames Construction in the amount of \$9,537,706.15 on April 14, 2008. The total contract amount to date, which includes change order no. 1 in the amount of \$115,212.50, is \$9,652,918.65.

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

Public Works recommends approval of contractor Pay Voucher No. 4 in the amount of \$1,247,384.99 for City Project No. 2003-15 – Northwest Area Trunk Utility Improvements.

SD/kf  
 Pay Voucher No. 4



CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

**Pay Voucher No. 7 – City Project No. 2006-04, Drilling of City Well No. 9**

Meeting Date: September 22, 2008  
Item Type: Consent  
Contact: Scott D. Thureen, 651.450.2571  
Prepared by: Scott D. Thureen, Public Works Director  
Reviewed by: *SST*

**Fiscal/FTE Impact:**

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

**PURPOSE/ACTION REQUESTED**

Consider Pay Voucher No. 7 for City Project No. 2006-04 – Drilling of City Well No. 9.

**SUMMARY**

The improvements were ordered by the City Council on November 13, 2007. The contract was awarded to E. H. Renner & Sons, Inc. in the amount of \$294,960.00 on January 14, 2008. The contractor has completed the work through September 4, 2008 in accordance with the contract plans and specifications. A 5% retainage will be maintained until the project is completed.

Public Works and Bonestroo recommend approval of contractor Pay Voucher No. 7 in the amount of \$39,520.00 for work completed on City Project No. 2006-04 – Drilling of City Well No. 9.

SDT/kf  
Pay Voucher No. 7



Owner:	City of Inver Grove Heights, 8150 Barbara Avenue, Inver Grove Heights, MN 550	Date:	September 4, 2008
For Period:	8/1/2008 to 9/4/2008	Request No:	7
Contractor:	E.H. Renner & Sons, Inc., 15688 Jarvis St. NW, Elk River, MN 55330		

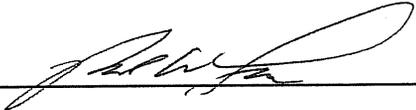
**CONTRACTOR'S REQUEST FOR PAYMENT**

DEEP WELL NO. 9  
 BONESTROO FILE NO. 000476-07004-0  
 CITY PROJECT NO. 2006-4

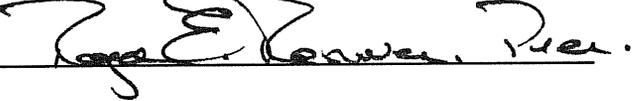
**SUMMARY**

1	Original Contract Amount		\$	<u>294,960.00</u>
2	Change Order - Addition	\$	<u>0.00</u>	
3	Change Order - Deduction	\$	<u>0.00</u>	
4	Revised Contract Amount		\$	<u>294,960.00</u>
5	Value Completed to Date		\$	<u>253,615.03</u>
6	Material on Hand		\$	<u>0.00</u>
7	Amount Earned		\$	<u>253,615.03</u>
8	Less Retainage 5%		\$	<u>12,680.75</u>
9	Subtotal		\$	<u>240,934.28</u>
10	Less Amount Paid Previously		\$	<u>201,414.28</u>
11	Liquidated damages -		\$	<u>0.00</u>
12	AMOUNT DUE THIS REQUEST FOR PAYMENT NO. <u>7</u>		\$	<u><u>39,520.00</u></u>

Recommended for Approval by:  
**BONESTROO**

  
 \_\_\_\_\_

Approved by Contractor:  
**E.H. RENNER & SONS, INC.**

  
 \_\_\_\_\_

Approved by Owner:  
**CITY OF INVER GROVE HEIGHTS**

\_\_\_\_\_  
 George Tourville

\_\_\_\_\_  
 Mayor

Specified Contract Completion Date:  
 \_\_\_\_\_

Date:  
September 22, 2008

**CITY OF INVER GROVE HEIGHTS**

**REQUEST FOR COUNCIL ACTION**

**Consider Change Order No. 1 for City Project No. 2003-15A – Northwest Area Utility Improvements, Lift Station R-9.1.**

Meeting Date:	September 22, 2008		<b>Fiscal/FTE Impact:</b>
Item Type:	Consent		None
Contact:	Steve Dodge, 651-450-2541		Amount included in current budget
Prepared by:	Steve Dodge, Asst. City Engineer		Budget amendment requested
Reviewed by:	Scott D. Thureen, Public Works Director		FTE included in current complement
		<i>SA</i> <i>CB</i>	New FTE requested – N/A
		X	Other: 2003-15A Project and Contingency Funds

**PURPOSE/ACTION REQUESTED**

Consider Change Order No. 1 for City Project No. 2003-15A – Northwest Area Utility Improvements, Lift Station R-9.1.

**SUMMARY**

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

Change Order No. 1 is for work performed outside the scope of the original project contract to include dewatering a substantial amount of groundwater at an additional cost of \$87,860.00 and the Utility Division requesting new shafts to accommodate a variable frequency drive (VFD) at an expense of \$27,112.00. Adding a VFD in the future will be more energy efficient and allow a pump to handle a greater range of sewage flow variations. A VFD is capable of providing a pumping capacity to better match the varying flows anticipated as the Northwest Area develops and save on energy usage and pump wear. The shafts needed to be redesigned in order to handle the variation in torque and vibrations on the shaft that a VFD produces.

Change Order No. 1 is funded through the 2003-15A project and the contingency funds.

I recommend approval of Change Order No. 1 in the amount of \$114,972.00 for work on City Project No. 2003-15A – Northwest Area Utility Improvements, Lift Station R-9.1 for a revised contract amount of \$1,847,272.00.

SDT/kf

Attachment: Change Order No. 1

**CHANGE ORDER NO. 1**

**CITY PROJECT NO. 2003-15A  
NORTHWEST AREA TRUNK UTILITY IMPROVEMENTS  
LIFT STATION R-9.1**

<b>Owner:</b> City of Inver Grove Heights 8150 Barbara Avenue Inver Grove Heights, MN 55077	<b>Date of Issuance:</b> September 16, 2008
<b>Contractor:</b> Sheehy Construction Company P.O. Box 64570 St. Paul, MN 55164	<b>Engineer:</b> Bolton & Menk, Inc. 12224 Nicollet Ave Burnsville, MN 55337

Purpose of Change Order:

Compensate the Contractor for work performed outside of the scope of the original project contract.

Whereas the Contractor encountered substantial ground water on the site that was not shown on the soil boring and required dewatering of the site for a two month period while the lift station was constructed. Therefore, it is mutually agreed and understood that the Contractor shall be compensated for the additional costs for all labor, equipment, and materials associated with the dewatering. The total additional costs associated with the dewatering amounts to \$87,860.00.

Whereas, the large pumps (200 hp) in the lift station are to be operated as a fixed speed pump, however, the pump shafts would not allow for future conversion to a variable frequency drive (VFD) due to vibration issues. Therefore, it is mutually agreed and understood that the Contractor shall be compensated for obtaining new shafts for the large pumps to allow for future installation of a VFD on the pumps. The total additional costs associated with the addition of the new shafts amounts to \$27,112.00.

The Contractor will not make claim of any kind or character whatsoever for any other costs or expenses that may have incurred or that may be hereafter incurred in performing the work and furnishing the labor or materials required by this agreement.

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIME
Original Contract Price: \$1,732,300.00	Original Contract Time: 365 Days
Previous Change Orders No. <u>NA</u> to No. <u>1</u>	Net Change from Previous Change Orders
Contract Price Prior to this Change Order \$1,732,300.00	Contract Time Prior to this Change Order
Net Increase of this Change Order \$114,972.00	Net Increase (Decrease) of Change Order None
Contract Price with all Approved Change Orders \$1,847,272.00	Contract Time with Approved Change Orders 365 Days
Recommended By: _____ Engineering Project Manager	Approved By: _____ Project Manager – Bolton & Menk, Inc.

Approved By:

  
\_\_\_\_\_  
Scott D. Thureen, City Engineer

Approved By:

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

Date of Council Action:

\_\_\_\_\_  
September 22, 2008

**CITY OF INVER GROVE HEIGHTS**

**REQUEST FOR COUNCIL ACTION**

Approve Construction Agreement with Xcel Energy for Street Lighting Facilities for City Project No. 2001-12 – Concord Boulevard Improvements Phase 2

Meeting Date: September 22, 2008  
Item Type: Consent  
Contact: Scott D. Thureen, 651.450.2571  
Prepared by: Scott D. Thureen, Public Works Director  
Reviewed by: *SDT*

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

**PURPOSE/ACTION REQUESTED**

Consider approval of Construction Agreement for Street Lighting Facilities with Xcel Energy for City Project No. 2001-12 – Concord Boulevard Improvements Phase 2.

**SUMMARY**

Prior to ordering the subject project on April 14, 2008, staff discussed the proposal to install decorative lighting in the section of the project from 68<sup>th</sup> Street East to 65<sup>th</sup> Street East. Staff had quotes from Xcel Energy to furnish and install two types of lighting: one that matched the style of decorative lighting that we currently have along Cahill Avenue, and one that matched the style of decorative lighting that South St. Paul is using on its portion of the Concord Boulevard project. The Council directed staff to proceed with the style of lighting being used by South St. Paul on the Concord Boulevard project.

The attached contract was executed by staff previously to allow installation of the necessary underground facilities in coordination with the County's contractor. I recommend Council approval of the contract.

SDT/kf  
Attachment: Contract



Outdoor Lighting  
825 Rice Street  
St. Paul, MN 55117

## Construction Agreement For Street Lighting Facilities

The **City of Inver Grove Heights** ("Customer") and Northern States Power Company, a Minnesota Corporation d/b/a Xcel Energy ("Xcel Energy" or "Company") agree to this Construction Agreement for Street Lighting Facilities, including the attached Terms and Conditions, for the following street light facilities:

Customer: **City of Inver Grove Heights**

Address: **8150 Barbara Ave**

City: **Inver Grove Heights**

State: **MN** Zip Code: **55077**

Project charges of: **One hundred three thousand, nine hundred eight dollars and no/100 Dollars: \$103,908.00**

In accordance with the following terms of payment: **Payment due 30 days after construction is complete**

For Association or City of: **Inver Grove Heights**

Streetlights/Facilities Location: **On Concord Street – 68<sup>th</sup> to 65<sup>th</sup> Street**

Rate Code: **A30 Q – Prepay Option – Monthly street light fee – 150W HPS Cobra Cutoff Fixture - \$6.91**

Service consisting of:

Installation of Company Owned streetlight facilities consisting of:	
<b><u>Designation of Lamps:</u></b>  INSTALL 13 - 100W HPS BLACK CALIFORNIA K424 FIXTURES WITH SPIKES ON 15' BLACK FLUTED FIBERGLASS POLES ON SCREW-IN ANCHOR BASES FED WITH 2 #6 CU WIRES (BLACK & WHITE) AND 1 #8 CU WIRE (GREEN GROUND) IN 1 1/2" CONDUIT ***ESTIMATE IS BASED ON 1/2 PLOW AND 1/2 DIRECTIONAL BORE***	<b><u>Number of Luminaries:</u></b>
Moving the following Company Owned street light facilities to a new location: N/A	
Construction process valid for 30 days from <b>September 2008</b>	

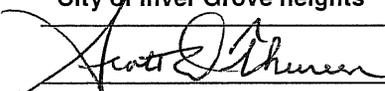
Customer and Xcel Energy agree to the attached terms and conditions for the installation and moving of the facilities identified above. Customer and Xcel Energy agree that the operation of the newly installed or moved facilities shall be subject to the General Street Lighting Contract for Operations & Maintenance Services between Customer and Xcel Energy, dated **January 8, 1970**.

Dated this 11<sup>TH</sup> day of SEPTEMBER 2008

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

Customer: City of Inver Grove heights

Xcel Energy: \_\_\_\_\_

By: 

By: \_\_\_\_\_

Title: PUBLIC WORKS DIRECTOR

Title: **Stephen R. Foss, Director Business Operations – Minnesota as authorized agent for Northern States Power Co.**

<b>XCEL ENERGY USE ONLY</b>	Date: July 25, 2008	Div: Newport
Xcel Energy Outdoor Lighting Consultant	Edward P Bieging Jr.	
Xcel Energy Project Number:		
Customer Charges Paid:		

## TERMS AND CONDITIONS

Customer and Company agree to the following terms and conditions:

1. **Acceptance.** Execution of this Agreement constitutes Customer's acceptance of the express terms of Company's proposal and the offer contained therein, which are included and incorporated into this Agreement. Any additional or different terms proposed by Customer, or any attempt by Customer to vary in any degree any of the terms in this Agreement in Customer's acceptance, are hereby objected to and rejected, and (i) such additional or different terms shall not operate as a rejection of the incorporation of the Company's proposal in this Agreement unless such variances are with respect to terms involving the description, quantity, or delivery schedule of the Work to be performed by Company as described in Company's proposal ("the Work" means the supplying of any labor, materials, or any other work of Company expressly described in Company's proposal); (ii) such additional or different terms shall be deemed a material alteration hereof; and (iii) Company's proposal shall be deemed accepted by Customer and incorporated into this Agreement without said additional or different terms.
2. **Request for Installation; Rights.** Customer requests that Company install outdoor lighting at the location(s) designated on page one and/or as shown on the attached exhibit. Customer grants Company any right, privilege and easement to install, operate and maintain its facilities, including underground facilities, on the property.
3. **Installation Requirements.** Customer agrees that, prior to Company starting work: (1) the route of Company's service installation shall be accessible to Company's equipment; (2) Customer will remove all obstructions from the route at no cost or expense to Company; (3) Customer will clearly mark all septic tanks, drain-fields, sprinkler systems, water wells, owner-installed electric or pipeline facilities, or other Customer-owned facilities in the installation route; and (4) the ground elevation along the route shall not be above or more than four inches below the final grade. Company will contact the appropriate agency to locate 3<sup>rd</sup> party utility facilities (phone, cable, etc.) on Customer property. Customer agrees Company is not responsible for damage to Customer-owned underground facilities not marked at the time of outdoor lighting service installation.
4. **Installation Cost Contribution.** Customer agrees to pay an installation cost contribution provided in Project Charges on page one. Customer is responsible for any additional installation costs incurred by Company because of (1) soil conditions that impair the installation of underground facilities, such as rock formations, etc., and (2) sidewalks, curbing, black top, paving, sod or other landscaping and obstructions along the cable route, such as extensive existing underground facilities, etc.
5. **Winter Construction Charges.** When underground facilities are installed between October 1 and April 15, inclusive, because of failure of Customer to meet all requirements of the Company by September 30, or because the Customer's property, or the streets leading thereto, are not ready to receive the underground facilities by such date, such work will be subject to a Winter Construction Charge when winter conditions of six inches or more of frost exist, snow removal or plowing is required to install service, or burners must be set at the underground facilities in order to install service for the entire length of the underground service. Winter construction will not be undertaken by the Company where prohibited by law or where it is not practical to install underground facilities during the winter season. The charges apply to frost depths of 18" or less. At greater frost depths, the Company may individually determine the job cost. The Company also reserves the right to charge for any unusual winter construction expenses. All winter construction charges are non-refundable and are in addition to any normal construction charges.
6. **Schedule; Delays.** Quoted shipping and completion dates are approximate and are based on prompt receipt of all necessary information and approvals from Customer and access as required by Company and its contractors or subcontractors (if any) to the site and to the equipment which is the subject of this Agreement. If Company's performance is delayed by Customer's suspension of work, in whole or in part, or by any act or omission of Customer, the time for performance will be extended by the period of time required by Company to return to the state of performance that existed before the delay. If the delay or suspension continues for sixty (60) days, Company has the right to cancel or renegotiate the Agreement. Customer will pay an equitable adjustment based



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on a claim submitted by Company for all reasonable costs, damages and expenses incurred by Company incident to the delay or suspension.

7. **Changes.** The prices for any extras or changes to the scope of the Work or modifications to the payment or performance schedule will be agreed upon in writing before either party will be obligated to proceed with such changes. Performance of any change will not waive any claims for equitable adjustment in price or schedule.
8. **Relocating Facilities.** Customer agrees to pay the cost of relocating any portion of facilities, including underground facilities, to accommodate Customer or as required due to altering of grade, additions to structures, installation of patios, decks, gardens, sidewalks, curbing, paving, blacktop, sod, landscaping or any other condition which makes maintenance of the Company's facilities impractical.
9. **Environmental.** Prior to the start of the Work, Customer will provide notice of any hazardous materials or hazardous situations that it is aware of with respect to the facilities where the Work is to be performed or that could affect the Work. In the event Company encounters the existence of asbestos, asbestos containing materials, formaldehyde, lead, or potentially toxic or otherwise hazardous material in the performance of the Work, the discovery thereof shall constitute a cause beyond Company's reasonable control and Company shall have the right to cease or not commence the Work until the area has been made safe by Customer or Customer's representative, at Customer's expense.
10. **Restoration.** Company will restore any excavation of the boulevard on Customer's property with existing soil so it is level and clean. Customer is responsible for the final compacting, loam, seeding, sod or watering of the boulevard at Customer's expense unless otherwise noted on page one of this Agreement.
11. **Additional Charges.** In addition to the project charges on page one of this Agreement, Company shall be compensated for any added costs of performing the Work attributable to any one or more of the following: (i) any and all extras and change orders and any and all other additional work mutually agreed by Customer and Company; (ii) any and all costs and expenses related to asbestos or other environmental matters, any unforeseen conditions or any changes in the law; and (iii) any and all added costs and expenses of performing the Work attributable to any change by Customer in the criteria or information for the facility or to any delay or breach by Customer or its subcontractors.
12. **Operations; Maintenance.** Customer requests and authorizes Company to provide illumination and maintain the street lighting facilities under the Terms and Conditions as described in Customer's General Street Lighting Contract for Operations & Maintenance Services with Company, which shall be effective upon the completion date of the street light installation.
13. **Payments.** Unless otherwise specified in Company's proposal, Company may at its option invoice Customer upon completion of the Work or invoice Customer on a monthly basis for construction work performed under this Agreement. Customer shall pay Company all invoiced amounts within thirty (30) days of receipt of invoice.
14. **Termination.** Customer may terminate the Agreement only upon written notice to Company and payment to Company for all (i) services and Work rendered or performed to the effective date of such termination; (ii) materials, supplies and equipment purchased prior to the effective date of such termination; and (iii) costs incurred by Company as a result of such termination.
15. **Warranties.** Company shall perform the Work in a safe and professional manner in accordance with all applicable codes, standards, regulations and laws. Company shall repair, replace or correct to Customer's satisfaction all faulty or substandard work or defects in materials which appear within ninety (90) days from the date of completion of the Work. Acceptance of the Work or payment by Customer shall not affect this obligation. **THE WARRANTIES SET FORTH IN THIS AGREEMENT ARE EXCLUSIVE AND IN LIEU OF ALL STATUTORY OR IMPLIED WARRANTIES (INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR ANY IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE).**
16. **Limitation of Remedies.** **IN NO EVENT, WHETHER BASED ON CONTRACT, INDEMNITY, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, SHALL COMPANY BE LIABLE TO CUSTOMER FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHATSOEVER**

**INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS OR REVENUE.** In no event whatsoever shall Company ever be liable to Customer for any damages or other amounts (including, without limitation, direct or actual damages), whether arising in contract or tort (including, without limitation, negligence) or otherwise, under or in connection with this Agreement or the Work, in an amount, in the aggregate, in excess of the total price paid for the Work; any and all claims for damages in excess of such amount being hereby forever waived and released by Customer; provided, however, that nothing contained in this sentence shall waive or limit any direct damages which Customer may suffer on account of Company's gross negligence or willful misconduct.

17. **Force Majeure.** Neither party will be liable to the other for any delay or failure to perform due to any cause beyond its reasonable control, including fire, flood, strike or other labor difficulty, act of God, or act of any governmental authority. The party experiencing the force majeure will notify the other party promptly, and appropriate adjustments will be negotiated. In the event of delay in performance due to force majeure, the date of delivery or time for completion will be extended by a period of time reasonably necessary to overcome the effect of such delay, provided that if such delay continues for 60 days the party not experiencing the force majeure may terminate this Agreement.
18. **Document Approval.** Company may request that Customer review documents developed by Company for conformity with Customer requirements or specifications. Unless Customer advises Company otherwise in writing within fifteen (15) days after Company's submission, Company may consider the documents approved and proceed with work. Changes thereafter, made at the direction of Customer, will entitle Company to adjustment by change order.
19. **Documentation and Proprietary Information.** Customer will provide Company with accurate and complete information in order to permit Company to successfully undertake and complete the Work. Company shall not be prohibited from disclosure or use of proprietary or confidential information or documents necessary for Company to secure or maintain in effect any license or permit, or otherwise to complete the Work. Where Customer information is incomplete or incorrect, resulting in delay or extra work, Company will be entitled to adjustment by change order.
20. **Work Product.** All reports, drawings, plans, specifications, calculations, studies, software programs, tapes, models and memoranda, if any, assembled or prepared by Company or Company's affiliates, independent professional associates, agents, consultants, contractors or subcontractors pursuant to this Agreement are instruments of service in respect of the Work, and Company shall retain all ownership and property interest therein, whether or not the Work is completed. Customer may make and retain copies for information and reference in connection with the Work; *provided, however*, that it is understood and agreed that such documents are not intended to be re-used by Customer or others on extensions of the project or on any other project or any other purpose other than as expressly set forth in this Agreement, and Customer shall not re-use or disclose to any third party all or any portion of such work product without the express prior written consent of Company.
21. **Customer Facilities.** Company does not assume any responsibility for the adequacy, safety or satisfactory performance of Customer's facilities. Customer shall, to the fullest extent permitted by law, indemnify, defend and hold harmless Company and its officers, directors, agents, employees, and representatives from and against any and all losses, claims, damages, expenses (including attorneys' fees and costs) arising, for any reason whatsoever, out of the failure, non-operation or faulty performance of Customer's facilities (except to the extent of Company's gross negligence or willful misconduct).
22. **Subcontracting.** Company may subcontract any portion or all of the Work without the approval of Customer.
23. **Independent Contractor.** Nothing contained in this Agreement nor any acts of the parties shall be construed to create the relationship of principal and agent, or of limited or general partner, or of joint venture or of any association between or among the parties to this Agreement, except that of owner and independent contractor.
24. **Title; Rights of Access.** Customer warrants that it has fee simple title to the property. Customer hereby grants to Company the right to enter and improve the real property for the purposes stated herein.
25. **Ownership.** Customer shall acquire no right, title or interest in any portion of the Work or Company's equipment or facilities placed in, on, over, through and/or under the real property by Company. The Work constructed and installed by Company on the real property of Customer shall be and mean the personal property of Company,



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shall not be considered a fixture of the property, shall not attach to the realty, and shall not be alienable or lienable by Customer or any other party. Further, Company may remove, repair and replace the Work and its component system and equipment at any time without notice in Company's sole and absolute discretion.

26. **Other.** It is agreed that failure by Customer or by Company at any time or from time to time to enforce any of the provisions of this Agreement shall not be construed to be a waiver of such provision or of Customer's right or Company's right, respectively, to thereafter enforce each and every provision hereof. This Agreement contains, with respect to the specific services to be performed by Company, the entire understanding of the parties, and shall supersede any other oral or written agreements and be binding upon and inure to the benefit of the parties' successors and assigns. This Agreement may not be modified in any way without the written consent of both parties. If any provision of this Agreement is determined by a court to be unenforceable, then such provision will be deemed null and void but the remaining provisions shall be enforceable according to their terms. This Agreement shall be construed and interpreted in accordance with the internal laws of the State of Minnesota (as opposed to conflicts of laws provisions) as though all acts and omissions contemplated hereby or related hereto occurred in Minnesota. No course of prior dealing, usage of trade and course of performance shall be used to modify, supplement or explain any terms of this Agreement. Neither Party will assign or otherwise transfer its rights or obligations hereunder, in whole or in part, without the advance written consent of the other. Notwithstanding the above, Company may assign its rights or obligations to any of its affiliates without the written consent of Customer.
27. **Governing Law.** The Terms and Conditions provided herein and the rights of all the parties hereunder shall be construed under and governed by the laws of the State of Minnesota.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

**Approval of Proposal to Install 66<sup>th</sup> Street Pressure Reducing Station**

Meeting Date: September 22, 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: Water Connection Fund

**PURPOSE/ACTION REQUESTED**

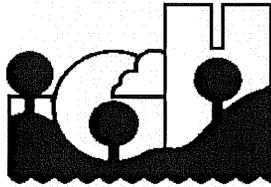
Consider approval of proposal to install 66<sup>th</sup> Street Pressure Reducing Station.

**SUMMARY**

At its July 28, 2008 meeting, the Council approved the purchase of a six-inch pressure reducing station for the City’s water main system serving the “Concord Pressure Zone.” The Utility Division has requested a quote for assistance with the installation of the pressure reducing station. The contract would be funded from the Water Connection Fund. I recommend approval of the proposal from Gartzke Construction, Inc. in the amount of \$4,400.00.

SDT/kf

Attachment: Memo from Jim Sweeney, with proposal



City of Inver Grove Heights  
UTILITY DIVISION

## MEMORANDUM

TO : Scott Thureen  
FROM : Jim Sweeney  
SUBJECT : **66<sup>th</sup> Street Pressure Station**  
DATE : September 16, 2008

---

Attached is a proposal from Gartzke Construction Inc. to complete the installation of the 66<sup>th</sup> St. Pressure Station. The proposal covers the required equipment and estimated time to complete the work. Any required trucking of materials, and restoration of the bituminous surface will be performed by Public Works personnel.

Site preparation and excavation will occur on Monday September 29<sup>th</sup>. Delivery of the valve vault package and installation is scheduled for Tuesday September 30<sup>th</sup>. Temporary water service will be supplied for 4170 66<sup>th</sup> Street, and 6611 Concord Boulevard (Turrito`s Restaurant) see attached map.

Thanks, Jim

# GARTZKE CONSTRUCTION, INC.

2177 Highland Drive Hastings, MN 55033 651-437-8760

TO: Jim Sweeny  
ADDRESS  
City of Inver Grove Hts.

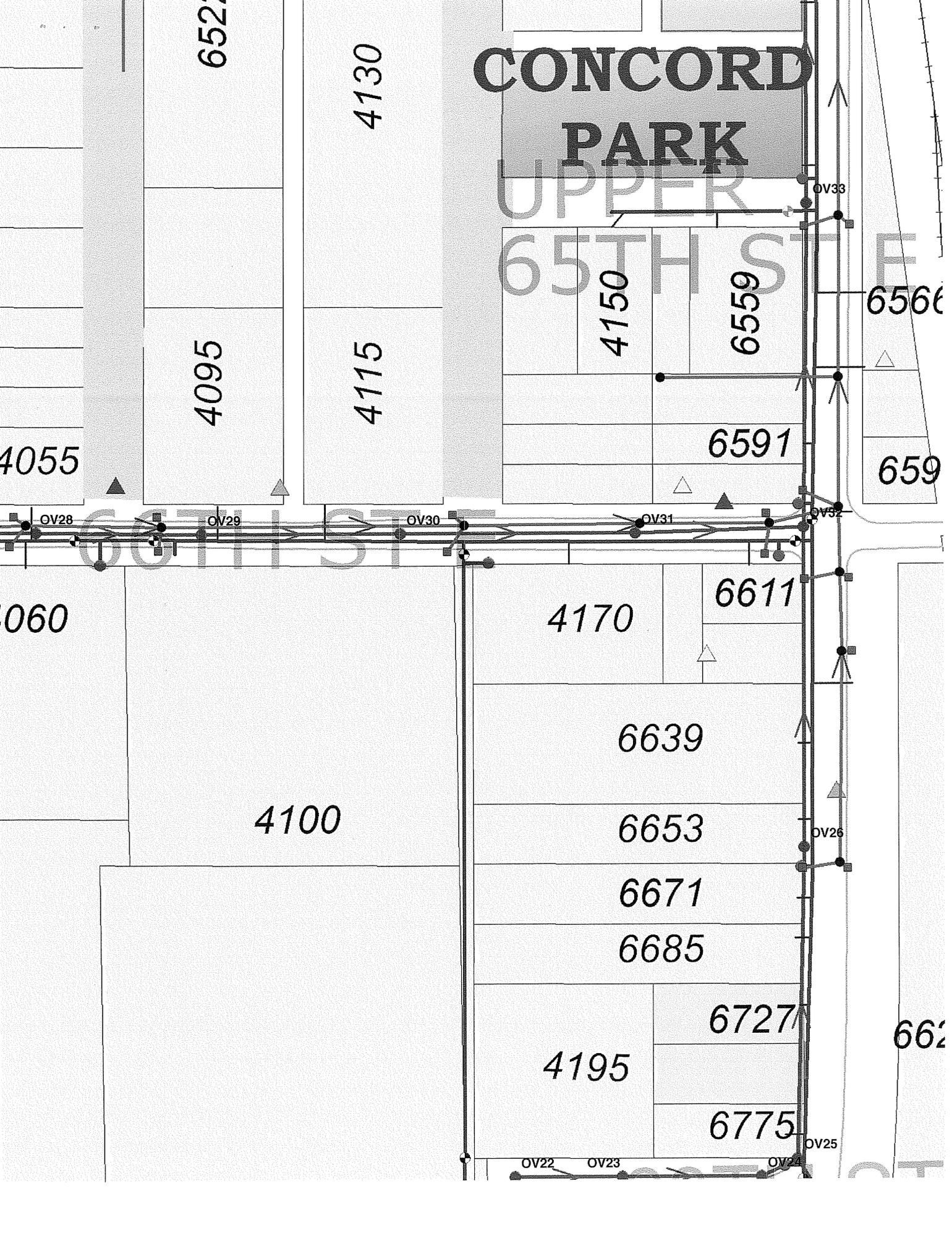
1

DATE: 9/13/08  
JOB SITE: Inver Grove Hts.

<u>DATE</u>	<u>DESCRIPTION</u>	<u>UNIT</u>	<u># OF UNITS</u>	<u>UNIT RATE</u>	<u>SUBTOTAL</u>	<u>TOTAL</u>
	Estimate to install PRV station					
	backhoe and operator	hr	10.00	\$130.00	\$1,300.00	
	foreman truck and tools	hr	10.00	\$60.00	\$600.00	
	bobcat and operator	hr	4.00	\$85.00	\$340.00	
	laborers	hr	20.00	\$50.00	\$1,000.00	
	crane and operator	lump su	1.00	\$1,200.00	\$1,200.00	
	TOTAL ESTIMATE				\$4,440.00	

# CONCORD PARK

## UPPER 65TH STREET



**CITY OF INVER GROVE HEIGHTS**

**REQUEST FOR COUNCIL ACTION**

Consider Contractor and Funding Source for the Upgrades to the Cahill Flag Pole\Banners

Meeting Date: September 22, 2008  
 Item Type: Consent Agenda  
 Contact: Eric Carlson – 651.450.2587  
 Prepared by: Eric Carlson  
 Reviewed by: Eric Carlson – Parks & Recreation

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

**PURPOSE/ACTION REQUESTED**

Approve funding from the Close Bond Fund for Cahill Flag Pole\Banner work from Design Flags and Flagpoles in an amount not to exceed \$6,000 from the Closed Bond Fund.

**SUMMARY**

A number of years ago the City and business owners along Cahill Ave upgraded the streetscape. There were a number of improvements made along with the addition of flags and banners. There are three issues for your consideration:

**Re-installation of Flag Poles**

A few years ago, three flag poles at 70<sup>th</sup> and Cahill were removed due to the reconstruction of 70<sup>th</sup>. We have identified a location along Cahill south of Bremer Bank in the existing right-of-way for these flag poles to be re-installed.

**Repair of Flag Pole damaged by vehicle accident**

Recently a vehicular accident damaged a flag pole. The City is in the process of collecting the repair cost from the drivers insurance carrier.

**General repair and upkeep**

Some of the flag poles have needed repair and replacement of normal "wear and tear" items.

We have secured quotes for the work as follows:

Design Flags & Flagpoles	\$7,532 + tax
American Flagpole & Flag Co	\$7,724 + tax

Funding comes from the reimbursement of the insurance claim of \$2,098.05 and the balance (\$6,000) from the Closed Bond Fund.

**CITY OF INVER GROVE HEIGHTS**

**REQUEST FOR COUNCIL ACTION**

**Accepting Proposal of Landmark Environmental for Phase I Environmental Assessment for Highway 52 Site**

Meeting Date: September 22, 2008  
 Item Type: Consent  
 Contact: Thomas J. Link: 651-450-2546  
 Prepared by: Thomas J. Link, Director of  
 Community Development  
 Reviewed by:

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

**PURPOSE/ACTION REQUESTED**

The City Council is to consider adopting a Resolution Accepting the Proposal of Landmark Environmental to Prepare a Phase I Environmental Site Assessment for the Highway 52 Site, as attached.

**SUMMARY**

This last spring, the Minnesota Department of Transportation (MnDOT) granted the City access to their property to perform an environmental investigation. The property lies between Blaine Avenue and Highway 52, south of Upper 55<sup>th</sup> Street and has sometimes been referred to as the “McGroarty Park” property. The site may be contaminated with lead since it was previously used as a shooting range. Such contamination would have to be cleaned up prior to development of the site.

This summer, the City distributed Requests For Proposals (RFP’s) for the preparation of a Phase I Environmental Site Assessment for the property. The Phase I study is a preliminary research of possible contamination. The Phase I analysis would focus primarily on the MnDOT property but would also include the City property to the north.

The RFP’s were distributed to six firms. Five of these firms submitted proposals. All of the proposers were found to be well qualified to perform the work. Staff interviewed the three firms which it believed to be the most qualified.

Staff is recommending the selection of Landmark Environmental to perform the Phase I analysis. Landmark’s proposal has the best project approach and the most experienced project manager. The firm has extensive experience with environmental investigation, especially lead contaminated sites. Landmark also has strong working relationships with the Minnesota Pollution Control Agency and Dakota County Environmental Management Department. The cost of the environmental assessment would be \$2,920. Monies for the investigation are included in the 2008 budget.

Staff recommends approval of the Resolution Accepting the Proposal of Landmark Environmental for the Preparation of a Phase I Environmental Site Assessment for the Highway 52 Site, as attached.

Enclosures: Resolution  
 Proposal

**CITY OF INVER GROVE HEIGHTS  
DAKOTA COUNTY**

**RESOLUTION ACCEPTING THE PROPOSAL OF LANDMARK ENVIRONMENTAL FOR THE  
PREPARATION OF A PHASE I ENVIRONMENTAL SITE ASSESSMENT FOR THE  
HIGHWAY 52 SITE**

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

**WHEREAS**, the site is a 50 acre property lying along the east side of State Highway 52, south of Upper 55<sup>th</sup> Street, and

**WHEREAS**, the southern part of the site is excess right-of-way owned by the Minnesota Department of Transportation (MnDOT), and

**WHEREAS**, the City is exploring the possibility of acquiring the MnDOT property for development purposes, and

**WHEREAS**, the MnDOT property was previously owned by the St. Paul Rod and Gun Club and was used as a shooting range, and

**WHEREAS**, the use of the property as a shooting range may have caused environmental contamination of the site, and

**WHEREAS**, the City desires an environmental investigation of the site to determine the type and extent of possible contamination, and

**WHEREAS**, the City distributed a Request for Proposal to six firms, and received proposals from five of the firms, and

**WHEREAS**, the City has reviewed the proposals and found the proposal of Landmark Environmental Inc. to be the most qualified;

**NOW, THEREFORE, BE IT RESOLVED, THAT THE CITY COUNCIL OF THE CITY OF INVER GROVE HEIGHTS, MINNESOTA** hereby accepts the proposal of Landmark Environmental to perform a Phase I Environmental Site Assessment of the Highway 52 site and authorize staff to enter into a contract with Landmark Environmental in the amount of \$2,920.

Adopted by the City Council of Inver Grove Heights, Minnesota this 22<sup>nd</sup> day of September 2008.

AYES:  
NAYS:

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

ATTEST:

\_\_\_\_\_  
Melissa Rheume, Deputy Clerk

Response to City of Inver Grove Heights  
Request for Proposals

Highway 52 Site  
Phase I Environmental Site Assessment

Prepared for:  
City of Inver Grove Heights

June 19, 2008

# **Response to Request For Proposal City of Inver Grove Heights Highway 52 Site Environmental Investigation**

## **Background**

As described in a recent Request For Proposal (RFP), the City of Inver Grove Heights (City) has invited Landmark Environmental, LLC (Landmark) to submit a proposal to perform an environmental investigation comprised of a Phase 1 Environmental Site Assessment (Phase I Assessment) for the Highway 52 site (Site). According to the RFP, the Site is the location of the former St. Paul Rod and Gun Club. According to the RFP and the Dakota County records included in Attachment 1, the Site (approximately 50-acres) is owned by the Minnesota Department of Transportation (MnDOT). The RFP and one of the documents in Attachment 1 also indicate that the City owns the 13.25-acre property located directly north of the Site.

Landmark understands that MnDOT conducted a remediation in the mid-1980's. During the remediation, surface soils were excavated and lead pellets and shot were removed. However, very little is known about the completeness or success of the remediation as no verification sampling was conducted and no final report was written. It is also our understanding that the City is exploring the possibility of acquiring the Site from MnDOT for future commercial development. The Site is zoned Office Planned Unit Development. Possible future uses for the Site include office buildings, medical clinics, and research facilities.

## **Proposed Scope of Work**

The Phase 1 Assessment will identify possible areas of concern, past uses, previous owners of the Site, and any information which may indicate the need for further investigation. To define and assess potential environmental issues, Landmark Environmental, LLC (Landmark) will conduct the Phase I Assessment in accordance with the U.S. Environmental Protection Agency (EPA) All Appropriate Inquiries (AAI) Final Rule and the current American Society of Testing and Materials (ASTM) E1527-05 Standard (the "Practice"). The AAI Final Rule provides an EPA-approved process for conducting a Phase I Assessment in order to qualify for defenses to and exemptions from Superfund (Comprehensive Environmental Response, Compensation, and Liability Act [CERCLA]) liability and for meeting certain EPA brownfield grant requirements. The current Practice was developed in 2005 with the intent of providing the scope and standard of work to permit the City to satisfy the requirements to qualify for AAI and to evaluate the Site for potential environmental contamination and assess potential liability for the contamination by focusing on identifying recognized environmental conditions (RECs).

As requested in the RFP, Landmark will also conduct the Phase I Assessment in accordance with applicable Minnesota Pollution Control Agency (MPCA) Voluntary Investigation and Cleanup (VIC) Program guidelines, as we anticipate the City will request technical assistance and liability protections from the MPCA VIC Program. The stated objectives of the VIC Program guidance is to establish a minimum level of inquiry; to determine whether the Properties have been the site of a release or threatened release; and to determine the types of additional inquiry that should be included in the Phase II Investigation Work Plan.

The Phase I Assessment will consist of a review of available regulatory, land use, and previous investigation information, as well as visual Property inspection and interviews with individuals knowledgeable about the Property. The Phase I Assessment will also involve the collection and evaluation of available historical information to determine if evidence exists indicating an existing release, a past release, or a material threat of a release of hazardous substances, hazardous materials or petroleum products to the Property.

The proposed scope of work for the Phase I Assessment will **not** involve the collection and analysis of any type of sample or survey with respect to structural engineering matters; environmental regulations compliance, industrial hygiene, and health and safety programs; or asbestos-containing materials, radon, lead-based paint, lead in drinking water, wetlands, cultural and historic resources, ecological resources, endangered species, and high voltage powerlines. At the City's request, Landmark can expand the scope of the Phase I Assessment to include one or more of the aforementioned issues.

## **A. Project Approach**

Based on our experience and taking into account the current available information, Landmark has a clear understanding of how the scope of work will be accomplished, including the process and the product. Landmark is familiar with the Site. We have already conducted a drive-by Site inspection (See the photos in Attachment 2). We are well versed in the applicable Phase I Assessment regulations, standards and guidelines.

The Phase I Assessment process will accurately document historic and current land uses and identified RECs. The Phase I Assessment Report (Report) will summarize historic land use, regulatory concerns, and observations made during a Site reconnaissance. The Report will also identify all RECs requiring follow-up investigation, offer conclusions and, if requested, provide recommendations. The Report will include the following: a Site location map and a Site Description map showing the locations of the identified RECs and potential areas of concern; regulatory records; historical documents; any pertinent document on file with the City, MnDOT, Dakota County and the MPCA; aerial photographs; water well records; Site reconnaissance checklists and photographs. Landmark prides itself on completing thorough, concise, clear, and well-organized Phase I Assessment reports to document our work. To save the cost of preparing the Phase I Assessment Report, Landmark has prepared prototype documents that ensure compliance

with applicable regulations, standards and guidelines. Our Phase I Assessment Report prototype has been accepted or approved by MPCA or other regulatory agencies on numerous projects.

Landmark understands that, depending on the findings of the Phase I Assessment, the City may need additional environmental services. We understand that these services will be completed under a separate proposals and contracts. Examples of environmental services Landmark can provide following the completion of the Phase I Assessment may include any of the following:

1. Phase II Environmental Investigation, including the collection, analysis and evaluation of soil and water samples;
2. Preparation of investigation work plans, response action plans, contingency plans, and other reports, as necessary;
3. Communication and coordination with the City, the MPCA, Dakota County and other parties involved in Site acquisition;
4. Field oversight and monitoring during response action implementation; and
5. Preparation of applications for brownfield or economic development funding.

## **B. Project Personnel**

Landmark's project team for the Phase I Assessment will include Ken Haberman, the principle-in-charge and project manager of the project; Dale Trippler, who will conduct the Property reconnaissance, conduct the interviews and prepare the Phase I Assessment Report; and Jessica Fitzpatrick, who will review and summarize the regulatory data and historical documents and any available documents on file with City, MnDOT, Dakota County and the MPCA for incorporation into the Phase I Assessment Report. As requested, attached is a copy of an organizational chart that shows the lines of authority and responsibilities for the project (see Attachment 3). Resumes that describe the educational background and experience for Ken, Dale and Jessica are also attached (see Attachment 4). As these resumes show, the project team has experience with similar environmental investigation and remediation projects and has a great deal of experience with the MPCA and Dakota County – both as former employees and as environmental consultants.

As a result, we believe Landmark's project team is in the unique position to offer both technical assistance and regulatory advice to the City. The project team is very familiar with the meaning of and requirements for the various liability protections and assurance letters available from the MCPA VIC Program and can provide advice as to the best combination of protections and assurances for the project. Ken Haberman worked for the MPCA for 16 years during which time he managed the VIC Program. Dale Trippler worked for various cleanup programs at the MPCA for over two decades. Jessica Fitzpatrick previously worked for Dakota County and participated in early efforts to identify and document various brownfield sites throughout Dakota County. In addition, Ken and Jessica are also very familiar with MnDOT. Landmark has a master service

agreement with MnDOT which requires Ken to routinely communicate with Nancy Radle and Jessica to work at the MnDOT offices in St. Paul once or twice a week.

We believe it is important to provide continuity to all of our projects. For this reason, the Landmark project team involved in the Phase I Assessment work will stay involved with the project if it leads to additional investigation and cleanup actions.

Landmark's principal contact for this project will be Ken Habeman, President of Landmark, who may be reached at the following mailing address, telephone and fax numbers and email address:

Landmark Environmental, LLC  
2042 West 98<sup>th</sup> Street  
Bloomington, MN 55431  
Telephone: (952) 887-9601 ext. 208  
Fax: (952) 887-9605  
khaberman@landmarkenv.com

### **C. Relevant Experience**

Landmark specializes in providing professional consulting services to clients who buy, sell, redevelop, and manage properties affected by environmental conditions. These properties are often referred to as "brownfields." Landmark has had the opportunity to provide a full range of environmental services involving the investigation and cleanup of gun ranges and other lead contaminated sites located in Inver Grove Heights, Eagan, Edina, White Bear Lake and near Drummond, Wisconsin. A summary of these projects is included in Attachment 5. Attachment 5 also includes a description of four other Landmark projects that started out as Phase I Assessments for a municipality and lead to the investigation, cleanup and redevelopment activities. For each of these projects, Landmark provided the municipality with assistance in obtaining using state and federal grants to pay for the environmental investigation and/or cleanup activities. These projects include the BridgePoint Business Park (former Stockyards) in South St. Paul, the Minnesota Bio Business Center in Rochester, the Hennepin Paper Company/Mill Park project in Little Falls, and the Bruce Vento Nature Sanctuary project in St. Paul.

Landmark staff has a great deal of experience in conducting Phase I Assessments. Our experience helps us—and our clients—anticipate how the RECs identified during the Phase I Assessment will lead to "actual environmental conditions" encountered during follow-up investigations, cleanup actions and redevelopment. Our experience allows us, early in the process, to define the scope of work for any subsequent actions and to anticipate project schedules and costs.

More often than not, Landmark is hired to conduct Phase I Assessments that involve a level of effort and scope of work that goes beyond the typical ASTM standard in order to meet the more comprehensive guidelines established by the MPCA VIC Program. We are accustomed to conduct Phase I Assessments in a manner that our clients can be

confident that the Phase I Assessment will also meet the federal requirements if the City is interested in seeking an EPA brownfield grants in the future.

Landmark has completed numerous Phase I Assessments for real estate transactions. We are also accustomed to conducting Phase I Assessments involving large, multi-parcel, industrial/commercial properties that are to be developed for commercial uses. Landmark staff has used Phase I Assessment information to scope and prepare Phase II Investigation work plans for hundreds of properties.

Landmark believes that Phase I Assessments are not meant to be research projects – for research sake. We focus our work on the information City project staff will need to make informed decisions and to move a project forward. We effectively evaluate and summarize existing data to reduce additional investigation needs, and we design investigations with end development in mind to reduce “surprises” at the time of the property transaction or during redevelopment.

Landmark has an excellent working relationship with MnDOT. As stated, Landmark has a contract with MnDOT to provide professional environmental consulting services primarily related to helping MnDOT obtain No Further Action and Site Closure assurances from the MPCA. As stated, Landmark personnel, including Jessica, routinely office at MnDOT to have direct access to project files and MnDOT staff. We have had a number of opportunities to work on environmental assessment and cleanup projects in Dakota County and also have developed an excellent working relationship with the staff in the Dakota County Environmental Management Department.

## **D. Performance**

Landmark has a total of 12 environmental professionals, including two Civil Engineers, one Environmental Engineer, four Environmental Scientists, four Geoscientists (geologists or hydrogeologists) and one Geological Engineer.

Landmark’s current workload is quite busy, but, we can assure the City that Landmark is willing and able to commit key personnel to the project this project and any subsequent phases leading up to acquisition and redevelopment, if necessary.

Landmark can offer this assurance for the following reasons:

- The project team knows the ins and outs of Phase I Assessments and how to obtain the right information to meet applicable requirements.
- We are a small company that provides personalized attention to our clients – we do not have hundreds of clients, so every client is very important to us.

- We specialize in property transaction and redevelopment assistance—it is not just part of our business. As a result, our personnel have experience in getting a project started in a short amount of time and the expertise to provide assistance through each phase of the project.
- We are not burdened with layers of internal bureaucracy—and, as a result, we will not waste time making decisions and responding to the City’s needs

## **E. References**

The following listed clients serve as references for Landmark with respect to the Phase I Assessment. Additional references can be provided to the City, upon request.

South St. Paul, Housing and  
Redevelopment Authority  
125 Third Avenue North  
South St. Paul, MN 55075  
Attn: Ms. Branna Lindell  
651-554-3272

Gopher Resource Corporation  
3385 Highway 149 South  
Eagan, MN 55121  
Attn: John Tapper  
651-454-3310

City of St. Paul  
Real Estate Office  
140 City Hall  
15 W. Kellogg Blvd.  
St. Paul, MN 55102-1613  
Attn: Bruce Engelbrecht  
651-266-8854

City of Little Falls  
City Hall, P.O. Box 244  
100 NE 7th Avenue  
Little Falls, MN 56345-0244  
Attn: Jerry Lochner  
320-616-5500

American Iron & Supply Company  
2800 Pacific Street  
Minneapolis, MN 55411  
Attn: Mark Newbury  
612-529-9221

US Bank  
Real Estate Technical Services  
900 West County Road 42  
Burnsville, MN 55337  
Attn: Wally Jaax  
952-435-3235

City of Rochester  
201 4<sup>th</sup> Street S.E.  
Rochester, MN 55904  
Attn: Doug Knott  
507-328-2003

Opus Corporation  
10350 Bren Road West  
Minnetonka, MN 55343  
Attn: Ms. Margaret Knowlton  
952-656-4683

Landmark currently has multi-year contracts with MnDOT, American Iron & Supply, Gopher Resource Corporation, Hennepin County, Metropolitan Council, Minneapolis Community Planning and Economic Development, Opus Corporation, South St. Paul Housing and Redevelopment Authority, and US Bank. Examples of government clients

with whom Landmark has worked under project-specific contracts include the City of St. Paul, City of Rochester, City of Little Falls, Dakota County, Minnesota Department of Administration, Mahtomedi Public School District, Minneapolis Public School District, Minnesota Historical Society, the Minnesota Counties Insurance Trust, Swift County, Wayzata School District and the White Bear Lake School District.

Additional information on Landmark's professional services, projects and staff can be found at <http://landmarkenv.com>.

## **F. Conflict of Interest**

As previously stated, Landmark has a contract with MnDOT. Landmark contacted Nancy Radle to ask if she thought there were any conflicts of interest. Because our contract work with MnDOT does not involve the Site, Ms. Radle stated that she did not believe there was any conflict of interest. We also have a contract with Gopher Resource Corporation that previously involved the investigation and cleanup of a property in the former Kisling Site, which is located in Inver Grove Heights. However, this work was completed more than 5 years ago.

## **G. Schedule**

Landmark proposes to complete the Phase I Assessment and prepare a draft Report for submittal to the City within 3 weeks following written authorization to proceed. Attachment 6 includes a schedule of tasks as requested in the RFP. The proposed schedule can be adjusted, if necessary, to accommodate the City's needs. Although Attachment 6 does not identify specific points of communications (e.g., meetings) between the City and Landmark, Landmark will be in contact with the City on a regular basis and be available to attend meetings, as requested by the City.

## **H. Costs**

Landmark can complete the Phase I Assessment for the Site for a not to exceed cost of \$2,920, as shown in the following table.

The cost assumes that three hard copies and one electronic copy of the Report will be provided to the City. All out-of-scope work requested or pre-approved by the City will be billed on a time and materials basis in accordance with the terms and conditions set forth in the agreement between the City and Landmark.

Landmark will maintain required insurance coverage during the project. A copy of our certificate of insurance will be provided to the City upon signature of the agreement between the City and Landmark.

## Cost Table

Task	Labor	Expenses	Totals
<b>Preparation Work</b>			
Coordinate Property Reconnaissance, Conduct Phone Interviews, Order EDR and HIG Documents	<b>\$240</b> (3 hrs @ \$80/hr)	Copies: <b>\$0</b>	<b>\$240</b>
Review Documents on File with the City, MnDOT, the City, MPCA and Dakota County	<b>\$400</b> (4 hours @ \$100/ hr)	Cost of Travel and Copying: <b>\$40</b>	<b>\$440</b>
<b>Property Inspection and Travel</b>			
Property Reconnaissance	<b>\$240</b> (3 hours @ \$80/ hr)	Cost of Travel and Film: <b>\$20</b>	<b>\$260</b>
<b>Data Evaluation and Report Preparation</b>			
Data Evaluation	<b>\$640</b> (8 hrs @ \$80/ hr)	Historical Documents and Reg. Database Packages: <b>\$400</b>	<b>\$1,040</b>
Report Preparation and Production*	<b>\$640</b> (8 hrs @ \$80/ hr)	Cost of Copying: <b>\$30</b>	<b>\$670</b>
Meetings	<b>260</b> (2 hrs @ \$130/ hr)	Cost of Travel: <b>\$10</b>	<b>\$270</b>
<b>TOTAL Phase I Assessment COSTS</b>			<b>\$2,920</b>

Attachment 1

Dakota County Real Estate Records

☰ Tax Parcels

☰ **CITY OF INVER GROV E HEIGHTS**  
INVER GROVE HEIGHTS

Parcel ID	<b>200331001156</b> 
Owner Name	City Of Inver Grov E Heights
Joint Owner	
Owner Address	8150 Barbara Ave
Owner Address 2	
City/State/Zip	Inver Grove Heights Mn 55077
Common Name	
Property Address	
Property City	INVER GROVE HEIGHTS
Use	Exempt
Homestead	N
Year Built	0
Dwelling Type	
Home Style	
Square Footage	0
Estimated Land Value	\$457,300
Estimated Building Value	\$0
Total Estimated Value	\$457,300
Tax Capacity	\$0
Special Assessments	\$0
Total Property Tax	\$0
Date of Sale	
Sale Value	\$0
Acres	13.25
School District	199
Watershed District	LOWER MISSISSIPPI
Plat Name	SECTION 33 TWN 28 RANGE 22
Lot and Block	33 28 22
Legal Description	S 44 R OF SE 1/4 OF SW 1/4 & S 13 R OF E 13 R OF SW 1/4 OF SW 1/4 EX PT IN R/W STH #3 EX PT SE'LY OF LINE COM SE COR SW 1/4 W ON S LINE 110 FT TO BEG NE'LY TO PT 290 FT N OF SE COR SAID SW 1/4 & THERE TERM
Property Info	<a href="#">Link to Info</a>

☰ Municipal Boundary

☰ **INVER GROVE HEIGHTS**

☰ Sections

☰ **33-28-22**

☰ Property Maps

☰ **3302822**

☰ Parcels - Market Value



 Tax Parcels

 STATE OF MN  
INVER GROVE HEIGHTS

Parcel ID	200040001325 
Owner Name	State Of Mn
Joint Owner	
Owner Address	% Treasurer-Auditor
Owner Address 2	1590 Highway 55
City/State/Zip	Hastings Mn 55033-2343
Common Name	
Property Address	
Property City	INVER GROVE HEIGHTS
Use	Exempt
Homestead	N
Year Built	0
Dwelling Type	
Home Style	
Square Footage	0
Estimated Land Value	\$601,100
Estimated Building Value	\$0
Total Estimated Value	\$601,100
Tax Capacity	\$0
Special Assessments	\$0
Total Property Tax	\$0
Date of Sale	
Sale Value	\$0
Acres	21.29
School District	199
Watershed District	LOWER MISSISSIPPI
Plat Name	SECTION 4 TWN 27 RANGE 22
Lot and Block	4 27 22
Legal Description	E 1562.88FT OF N 1055.34FT OF N 1/2 OF NW 1/4 EX N 435.6FT OF W 500FT & EX PT LY E OF L PARR WITH & 40FT E OF L DES: BEG AT PT ON E- W SEC L 40FT W OF CTR OF SEC N PARR N-S L 1370FT DEF L TANG CUR RAD 816FT ANG 20D 296FT TANG TO CUR 150FT DEF R TANG CUR RAD 816FT ANG 20D 296FT TANG TO CUR 100FT DEF R TANG CUR RAD 816FT ANG 20D 296FT & THERE TERM
Property Info	<a href="#">Link to Info</a>

Tax Parcels Comparable Properties

STATE OF MN  
INVER GROVE HEIGHTS

Parcel ID	200040003025
Owner Name	State Of Mn
Joint Owner	
Owner Address	% Treasurer-Auditor
Owner Address 2	1590 Highway 55
City/State/Zip	Hastings Mn 55033-2343
Common Name	
Property Address	
Property City	INVER GROVE HEIGHTS
Use	Exempt
Homestead	N
Year Built	0
Dwelling Type	
Home Style	
Square Footage	0
Estimated Land Value	\$917,700
Estimated Building Value	\$0
Total Estimated Value	\$917,700
Tax Capacity	\$0
Special Assessments	\$0
Total Property Tax	\$0
Date of Sale	
Sale Value	\$0
Acres	31.2
School District	199
Watershed District	LOWER MISSISSIPPI
Plat Name	SECTION 4 TWN 27 RANGE 22
Lot and Block	040000 4 2722
Legal Description	SE 1/4 OF NW 1/4
Property Info	<a href="#">Link to Info</a>

Municipal Boundary

INVER GROVE HEIGHTS

Sections

4-27-22

Property Maps

402722

Parcels - Market Value

917700

Parcels - Recent Sales

0

Parcels - Year Built

 Tax Parcels

 STATE OF MN  
 INVER GROVE HEIGHTS

Parcel ID	200040002125 
Owner Name	State Of Mn
Joint Owner	
Owner Address	% Treasurer-Auditor
Owner Address 2	1590 Highway 55
City/State/Zip	Hastings Mn 55033-2343
Common Name	
Property Address	
Property City	INVER GROVE HEIGHTS
Use	Exempt
Homestead	N
Year Built	0
Dwelling Type	
Home Style	
Square Footage	0
Estimated Land Value	\$86,600
Estimated Building Value	\$0
Total Estimated Value	\$86,600
Tax Capacity	\$0
Special Assessments	\$0
Total Property Tax	\$0
Date of Sale	
Sale Value	\$0
Acres	2.32
School District	199
Watershed District	LOWER MISSISSIPPI
Plat Name	SECTION 4 TWN 27 RANGE 22
Lot and Block	4 27 22
Legal Description	E 1562.88FT OF N 1/2 OF NW 1/4 EX N 1055.34FT EX PT LY E OF L PARR WITH & 40FT E OF L DES: BEG AT PT ON E-W SEC L 40FT W OF CTR OF SEC N PARR N-S L 1370FT DEF L TANG CUR RAD 816FT ANG 20D 296FT TANG TO CUR 150FT DEF R TANG CUR RAD 816FT ANG 20 D 296FT TANG TO CUR 100FT DEF R TANG CUR RAD 816FT ANG 20D 296FT & THERE TERM
Property Info	<a href="#">Link to Info</a>

## Attachment 2

### Property Photographs

Photograph Log  
Highway 52 Site  
Inver Grove Heights, Minnesota  
June 2008



East side looking west



East side looking west



East side looking west



North side looking south



North side looking southwest



Southeast side looking west

## Attachment 3

### Organizational Chart

# Highway 52 Site Team Organization

**Mr. Thomas J. Link**  
Director of Community Development  
City of Inver Grove Heights

**Ken Haberman**  
President  
Project Manager

Over 25 years experience in environmental investigation and cleanup; will serve as the primary contact with the City during the Phase I Assessment.

**Dale Trippler**

Senior Environmental Scientist

Over 30 years experience in environmental investigation and cleanup; will conduct the Site reconnaissance, conduct interviews and prepare Phase I Assessment Report.

Historic Information Gatherer  
Subcontractor

Will provide aerial photographs and any other available historical documents

**Jessica Fitzpatrick**

Environmental Scientist

Over 15 years experience in Phase I Assessments; will review and summarize regulatory database and documents on file with governmental agencies.

Environmental Data Resources  
Subcontractor

Will provide regulatory database research information

# Attachment 4

## Resumes

**KENNETH M. HABERMAN**  
**Senior Environmental Scientist, President**

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**Experience** Ken has over twenty-five years of experience working in the environmental field in the areas of property investigation and remediation, environmental permitting, environmental review and planning, and regulatory and policy development. Ken also serves as the Board Chair for *Minnesota Brownfields*, a non-profit organization that promotes the current brownfields programs as well as identifying policies and initiatives that can enhance these programs.

Prior to the establishment of Landmark Environmental, LLC in 2000, Ken was a Vice-President at Barr Engineering Company. Prior to joining Barr in 1996, he worked for the Minnesota Pollution Control Agency (MPCA) for approximately sixteen years. From 1989 to 1996, Ken managed the MPCA, Voluntary Investigation and Cleanup (VIC) Program. His in-depth and practical knowledge of technical, policy, and liability issues enable him to provide a unique perspective on regulatory, technical and policy issues associated with brownfield redevelopment, real estate transactions and voluntary investigations and cleanups.

Since entering the private sector, Ken has been involved in a variety of projects as a regulatory liaison and/project manager. His main function has been to provide project-specific advice and to develop strategies so his clients obtain the most timely and relevant regulatory approvals and liability protection assurances. These projects have ranged from small and relatively straightforward real estate transactions to large and complicated redevelopment projects. The types of projects have included Superfund sites; residential properties, including meth labs; underutilized properties that include former municipal and industrial dumps; commercial properties, including former dry cleaning operations and gasoline stations with leaking underground storage tanks; and a number of operating and abandoned industrial sites. These properties have been redeveloped into new commercial office space, residential developments, parks and expanded industrial facilities. A few examples of the redevelopment projects in Minnesota include:

- The Bruce Vento Nature Sanctuary restoration project,
- The Mill Park demolition, cleanup and restoration project in Little Falls,
- The Terra Springs, former Territorial Prison, redevelopment project in Stillwater,
- The Best Buy redevelopment project in Richfield,
- The US Bank-West Side Flats redevelopment project in St. Paul,
- The Northern Pacific Center (former BN Car Shop Site) redevelopment project in Brainerd,
- The St. Croix Partners (Former Schnitzer Superfund/Watkins Trucking Site) redevelopment project, and
- The Gateway redevelopment project in Roseville.

With the project team, Ken develops investigation and cleanup strategies for properties affected by past industrial or commercial use and waste disposal practices. He has extensive understanding of Superfund, brownfields, voluntary cleanup, hazardous waste and petroleum laws, policies and regulations. He also has experience serving as an expert

witness. In addition, Ken has had the opportunity to participate as a private consultant in legislative advisory committees relating to brownfields and voluntary cleanup programs.

While working at the MPCA, Ken negotiated and drafted industrial wastewater discharge permits, reviewed and prepared Environmental Assessment Worksheets and Environmental Impact Statements, and managed project activities related to the investigation and cleanup of listed Superfund sites, including conducting extensive searches to identify potential responsible parties. While supervising the MPCA, VIC Program, in addition to his management responsibilities, Ken's experience also included:

- Developing and implementing legislative initiatives and policy decisions related to the VIC program, including the Minnesota Land Recycling Act (LRA) of 1992 and amendments to the LRA in 1993, 1994, and 1995.
- Negotiating and implementing one of the nation's first Superfund Memorandum of Agreements between a state and the U.S. Environmental Protection Agency (EPA).
- Negotiating and directing the first EPA Brownfields Pilot Grant Project in Minnesota.
- Managing VIC program staff and activities, including providing technical assistance and liability assurances to voluntary parties, primarily for the purpose of facilitating the transfer, financing, and development of industrial and commercial properties.
- Serving on two national state-voluntary-cleanup committees, a national ASTM task force to develop risk-based cleanup standards, and several metropolitan redevelopment coordinating work groups.

- Education** M.A., Environmental Studies, Bemidji State University, Bemidji, MN, 1980  
B.S, Biology and Earth Science, University of Minnesota, 1975  
Fellowship at the University of Minnesota, Humphrey Institute of Public Affairs, 1999/2000
- Presentations** U.S. Environmental Protection Agency National Brownfields Conference, Detroit, Michigan, May 2008  
CHMM Course (2003, through 2008)  
Presentation at University of Minnesota Law School (2007 and 2008)  
Presentation at St. Thomas Law School (2002, 2003 and 2004)  
Presentation at Hamline Law School (2003)  
Minnesota Environmental Law Institute Annual Seminar, St. Paul, May 2001  
Annual International Association of Environmental Impact Assessment Conference, Glasgow, Scotland, June 1999  
Academy of Certified Hazardous Materials Managers National Conference, St. Paul, August 1998  
17th Annual Hazardous Waste Management Summer Institute, University of Missouri-Columbia, August 1998

**DALE TRIPPLER**  
**Senior Environmental Scientist**

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**Experience** Dale has worked in the environmental field for the past 31 years. Prior to joining Landmark Environmental, LLC, he worked at the Minnesota Pollution Control Agency (MPCA). Dale's primary responsibility at Landmark is to manage projects related to investigations and remediation activities for properties impacted by dry cleaner operations and to assist clients with requesting reimbursement from the Minnesota Drycleaner Fund. During his time at the MPCA, Dale was assigned to the following programs: Water Quality, Solid Waste, Hazardous Waste, Superfund, Voluntary Investigation and Cleanup, Closed Landfill Program (CLP) and Drycleaner (DC) Fund.

Dale's experience includes conducting fieldwork, writing proposed rules, interagency coordination interagency communications, carrying out program planning and development activities, and managing projects and budgets. For the past five years, Dale authored the CLP Annual Report to the Minnesota Legislature. This report details how the CLP spent approximately \$18 million annually and what the CLP intends to accomplish in the next year. Concurrently, Dale was the MPCA's administrator of the DC Fund for the past ten years. The DC Fund has paid out over \$5 million dollars to owners of drycleaner sites who cleaned up contaminated soil and ground water.

Other assignments at the MPCA included:

- Ten years experience as a project manager in the Superfund Program overseeing site cleanups; the largest was the WDE Landfill cover installation. Dale oversaw the installation of a \$14 Million cover by the RP Group at the WDE LF.
- Three years leading a team working on a special "soil lead" project which evaluated lead contamination throughout the entire state of Minnesota and reported our findings to the Legislature. This three person project collected and analyzed thousands of soil samples from every corner of Minnesota, and made a recommendation to the Legislature on how they should address the problem.
- Three years working on the development of a statewide ambient ground water monitoring system for the MPCA which included over 300 sampling points spread over the entire state of Minnesota. Using this system and the data collected allows the MPCA to have a pretty good idea what ambient ground water conditions are, or should be, prior to any local contamination occurring.

**Education** BA, Geography, St. Cloud State University, 1968  
Graduate Studies in Geography, 1971-73

**JESSICA M. FITZPATRICK**  
**Environmental Scientist, Vice President**

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**Experience** Since 1995, Jessica Fitzpatrick has worked in the environmental field. As one of the founding partners of Landmark, she supervises a team of nine scientists and engineers who conduct ASTM Phase I Environmental Site Assessments (Phase I ESAs) performed in accordance with ASTM-E-1527-05 standard, All Appropriate Inquiry Standard, and MPCA guidelines. Phase I ESA results are then used as the basis for drafting work plans for investigations to determine the magnitude and extent of soil and groundwater contamination on brownfield properties. Because Phase I ESAs gather environmental data related to past, present and futures uses into one concise document, they can be used to further cost recovery related to property transactions. She is a Minnesota Department of Health Certified Asbestos Inspector. Examples are:

- Project manager for a series of three sequential Phase I ESAs performed in accordance with ASTM-E-1527-05 standard, All Appropriate Inquiry Standard and MPCA guidelines that were conducted prior to the multi-use residential-retail redevelopment of two commercial city blocks in Uptown. The first Phase I ESA involved a former gas station; the second, an office/warehouse facility; and the third consisted of an assemblage of commercial parcels with past activities that included fuel storage, auto repair, and tool manufacturing. In addition to summarizing historical land use on an assemblage of approximately 12 parcels, each Phase I ESA accurately assessed potential future environmental risks based on proposed redevelopment plans.
- Project manager for a nation-wide developer for the concurrent assessment of numerous noncontiguous properties utilizing a limited assessment approach that involved reviewing regulatory records and aerials photographs, and conducting site visits to target sites with the greatest environmental concerns so Phase II investigations were conducted on those sites only.
- Project manager for a Phase I ESA for a downtown Minneapolis residential redevelopment of an entire city block involving an assemblage of parcels, multiple parties, volumes of previous investigation data, and numerous potential environmental concerns for the redeveloper. Recommended further Phase II investigation in order to develop the block under liability protections from the state.
- Project manager for Phase I ESAs on at least 150 additional properties with various land uses including a machine shop, auto dealership, former gas station, farmstead, former gravel pits, restaurants, and manufacturing facilities; identified recognized environmental conditions leading to Phase II environmental investigations.

**Education** B.A., Environmental Studies (biology minor and GIS concentration), University of St. Thomas, 1996 (summa cum laude)

**Certifications** Minnesota Department of Health Certified Asbestos Inspector

# Attachment 5

## Project Examples

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## EXPERIENCE WITH LEAD-IMPACTED PROPERTIES

Landmark has experience investigating and managing the cleanup of properties impacted by lead. Examples of a few of our lead-impacted projects include the following:

**Wipperman Gun Range, City of Edina:** Landmark staff assisted the City of Edina with preparation of a focused feasibility study, completion of a response action plan (RAP) and design, preparation of bidding documents, construction oversight of excavation and stabilization of lead shot-contaminated soil. Treated soil was placed on-site and covered with a liner and soil. The work was conducted reviewed and approved by the MPCA VIC Program.

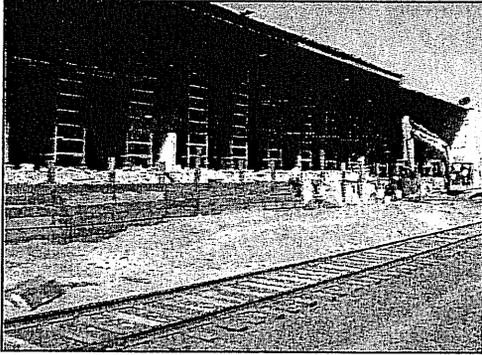
**Will Family Rifle Range, Trust For Public Lands:** Landmark conducted a Phase I Environmental Site Assessment, a Phase II Environmental Investigation and directed remediation activities at a former rifle range located on a 23-acre property near Drummond. This work, which was reviewed and approved by the Wisconsin Department of Natural Resources, was conducted on behalf of the Trust For Public Land. Remediation included excavation, on-site stabilization and off-site disposal of soil impacted with lead shot.

**White Bear Lake Rod & Gun Club, US Bank:** Landmark conducted a Phase I Environmental Site Assessment, prepared a Phase II Investigation Work Plan implemented by the property owner and provided regulatory assistance on behalf of US Bank. The work, which involved a former shooting range located in White Bear Lake, MN, was reviewed and approved by the MPCA, VIC Program and resulted in the issuance of a No Association Determination.

**Former Kisling Property, Inver Grove Heights:** Landmark staff started providing environmental consulting services to Gopher Resource Corporation (GRC) while employed at Barr Engineering Company during the 1990's. Landmark has continued to provide services to GRC to this very day. One of our first projects involved conducting a Phase I Assessment, Phase II Environmental Investigation, and providing remediation oversight of the former Kisling property located in Inver Grove Heights. The Kisling Property, which was developed as a mini-storage facility, had significant volumes of lead-contaminated soil and buried drums. The work was reviewed and approved by the MPCA VIC Program. We also worked closely with Dakota County throughout the process.

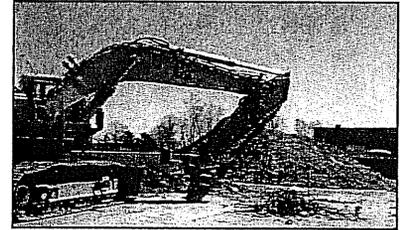
**Captain Dodd Park, City of Eagan:** Landmark staff provided environmental assistance to the City of Eagan for a City park contaminated with lead from surface water runoff from an upgradient contaminated property (the adjacent former Kisling property). Surface water runoff contaminated surface soil and sediments within the park pond. Landmark staff reviewed past reports, prepared an investigation work plan, conducted a soil and sediment investigation of the lead contaminated soil and sediment, prepared a design for capping the soil contamination area and prepared a feasibility study for response actions for the sediment in the pond. Landmark also completed construction observation during construction of the soil cap within the park.

**Gopher Resource Corporation (GRC), Eagan:** GRC is a battery recycling company and a secondary lead smelter and refiner that processes primarily spent lead-acid batteries to recover lead. GRC separates batteries into component parts of spent acid, plastic and leaded materials. Battery acid is neutralized on-site and plastic is pelletized for re-sale. Landmark has provided professional consulting services to GRC for nearly 8 years.



Work is being implemented in phases. Remediation is primarily related to battery chips and/or affiliated high lead contaminated soil or concrete and consists primarily of excavation and either disposal at an off-site facility or treatment by stabilization and off-site disposal. In 2007, GRC completed remediation between their main building and the adjacent railroad track in coordination with the construction of a new

building wall. Contaminated concrete from the demolished wall was crushed to reduce size, then stabilized and landfilled.



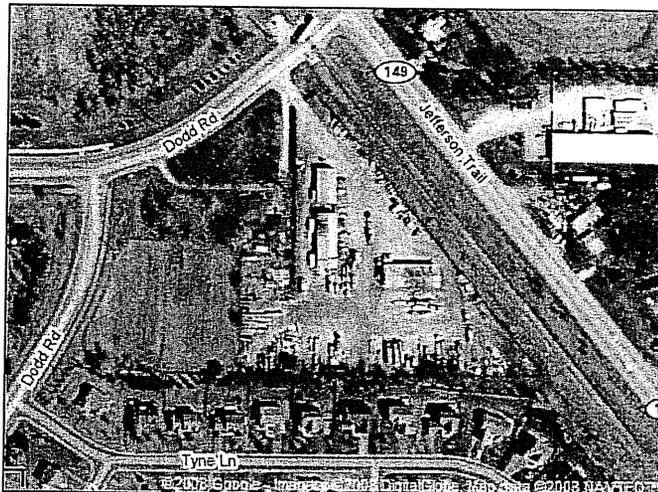
GRC also remediated ditches that historically received stormwater from its property. Landmark coordinated work with adjacent property owners and utility companies that included a petroleum pipeline in the excavation area. Remediation was coordinated with the City of Eagan and Minnesota Department of Transportation (MNDOT) during Highway 149 reconstruction. GRC



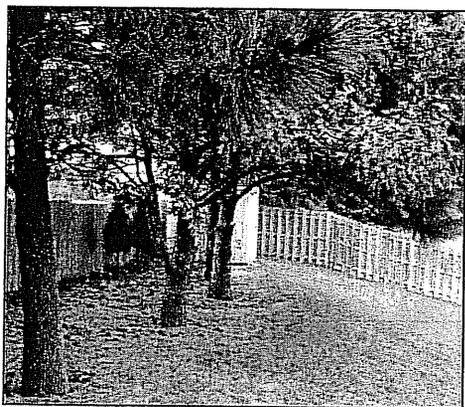
and Landmark assisted the City and MNDOT in acquiring MPCA VIC Program assurances for highway right-of-way properties. Stormwater collected during remediation was treated and discharged to the sanitary sewer through a permit from the Metropolitan Council. Landmark also worked closely with Dakota County throughout the project.

**Starfire Properties, LLC (Starfire)  
Eagan and Inver Grove Heights:**

Landmark prepared a response action plan and design, and conducted construction oversight for the remediation of a 7.29-acre commercial Property in preparation for its redevelopment (demolition, remediation and construction) for residential use. Starfire Property, LLC (Starfire) purchased the triangular-shaped lead contaminated Property.



Cleanup consisted of excavation of approximately 21,000 tons of lead, arsenic, and antimony contaminated soil; approximately 60 percent of the soil was stabilized with a proprietary reagent, Enviroblend®, and subsequently disposed in a local non-hazardous waste landfill. Contingency issues included cleanup of a former septic drainfield with battery casing chips and cleanup of the adjacent soy bean field. All of the work was reviewed and approved by the Minnesota Pollution Control Agency Voluntary Investigation and Cleanup Program.



The triangular-shaped Property borders eleven residential properties to the south. Landmark conducted lead sampling at the eleven adjacent residential properties on behalf of Starfire. Starfire and Landmark worked with Dakota County, the Minnesota Department of Health and the MPCA to excavate soil with high lead levels from five of the residential properties. Clean fill and sod was used to restore the residential backyards.

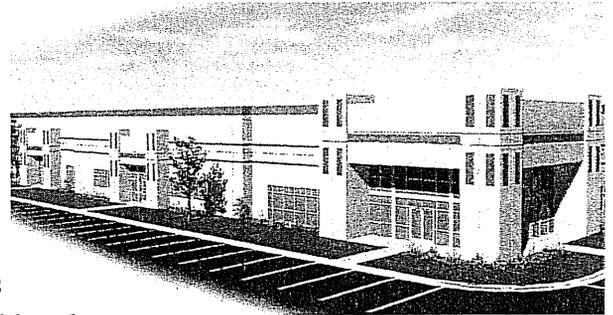
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## EXPERIENCE WITH REDEVELOPMENT PROJECTS

Landmark has experience providing environmental services, including Phase I Environmental Site Assessments, as part of similar redevelopment projects. Examples of some of our redevelopment projects include the following:

### **South St. Paul HRA, Area-Wide Environmental Investigations, South St. Paul**

Landmark is continuing to provide environmental Services to the City of South St. Paul Housing & Redevelopment Authority (HRA) under two \$200,000 Environmental Protection Agency (EPA) Brownfield Assessment Grants. Landmark conducted an area-wide Phase I Environmental Site Assessment of 112 commercial-industrial properties in BridgePoint Business Park, a 320-acre area of mixed private and public ownership where historic land use includes stockyards, railyards and industry.



Under the direction of HRA, area-wide ESA results were used to complete (to-date) 9 targeted Phase I's, 5 Phase II Environmental Investigations, an area-wide groundwater investigation, and 5 VRAPs and/or ECPs. Targeted Phase I's were conducted where former land uses, in addition to stockyards and railyards, included a filling station, automotive service stop, tin shop, hotels, residences, offices, saloon, and bulk petroleum storage. The

Brownfield Assessment Grant fund has also been used to investigate the South St. Paul municipal airport (>200 acres), which is in being redeveloped.

Phase II investigations were conducted in accordance with an EPA-approved Quality Assurance Project Plan and site-specific Sampling and Analysis Plans prepared by Landmark for assessing soil, groundwater and soil gas. Assessment, investigation and VRAP preparation work continues through 2008. Cleanup on one property is anticipated to continue through 2009 using a \$200,000 EPA Cleanup Grant and on other properties using HRA funding, private investment and funds from Department of Employment & Economic Development (DEED).

## Minnesota BioBusiness Center, Rochester

Landmark assisted the City of Rochester with environmental issues related to its \$26.6 million Minnesota BioBusiness Center, an eight-story, 123,000-square-foot business incubator located near both Mayo Clinic and Minnesota Partnership for Biotechnology and Medical Genomics to provide office/lab space for bioscience companies. Rochester received a Minnesota Department of Employment and Economic Development contamination cleanup grant of \$769,974 to clean up the 0.33-acre site contaminated by volatile organic compounds (VOCs) and PAHs related to a former dry cleaning business and other commercial entities on the property.

Results from Landmark's Phase I Report were used for a targeted soil investigation/soil gas survey and soil/groundwater investigation during land acquisition. During construction, Landmark dealt with contingency issues including a 2,000-gallon underground storage tank and fast-tracked the issuance of a Tank Site Closure Letter. Landmark also uncovered a long-hidden 4- by 4- by 5-foot underground sump pit used since the 1940s to dispose of drycleaning solvents, and excavated nineteen 55-gallon drums of tetrachloroethylene (PCE)-contaminated soil for disposal off-site at a permitted landfill. All of the work has been conducted under the review and approval of the Minnesota Pollution Control Agency (MPCA) Voluntary Investigation and Cleanup Program.



Landmark designed the remediation which includes a 40-mil linear low density polyethylene soil vapor barrier beneath the building's 24,000-square-foot concrete floor and outside building walls. Landmark designed a dual phase soil gas and groundwater extraction system (DPE). The DPE includes eight on-site shallow wells installed under the concrete floor to continuously withdraw both groundwater and soil gas using high vacuum pressure to remove contaminants.



Landmark is in the process of preparing a Response Action Implementation Report for review and approval by the MPCA. The MPCA has issued a No Association Determination to the City and will be requested to issue a No Further Action Letter and ultimately a Certificate of Completion.

## Bruce Vento Nature Sanctuary, St. Paul

We worked with the City of St. Paul to conduct environmental cleanup activities and redevelop the Bruce Vento Nature Sanctuary. The 27-acre Sanctuary previously supported a rail yard, and above ground petroleum storage. Redevelopment included greenspace, wetland restoration and trails. Landmark prepared construction plans and specifications for environmental remediation and restoration for this Mississippi River greenspace.



Design included excavation and disposal of contaminated soil from hotspots and soil encountered during wetland restoration as well as restoration including construction of three ponds, bike and walking trails and final seeding. Landmark also coordinated the public bidding process with the City of St. Paul (prepared bidding documents, assisted with advertising, conducted pre-bid walk, issued addenda, and evaluated bids). In order to redevelop and clean up the Sanctuary, almost

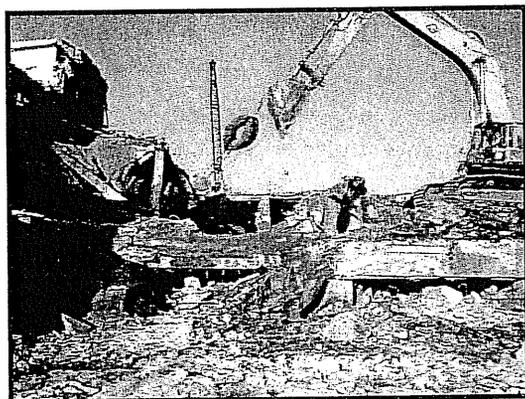
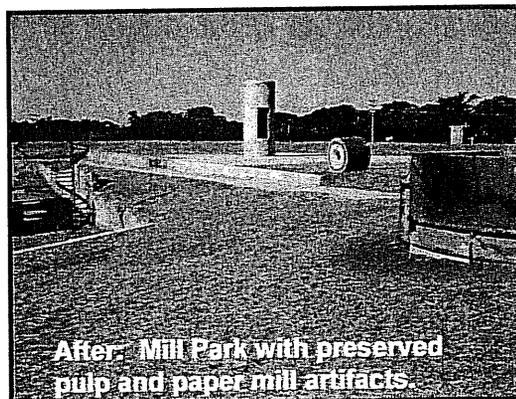
20,000 tons of soil was excavated. Fourteen areas were cleaned up. Eight areas were Hot Spots where soil was excavated and transported off-site for landfill disposal. In the remaining six soil management areas, soil was re-used on-site and topped with four feet of clean topsoil to provide a protective cover. A total of 8,742 tons of impacted Hot Spot soil was excavated and disposed at Minnesota and Wisconsin landfills. Almost 7,350 tons of soil at the soil management areas was re-used on site. In order to completely cover soil management areas with topsoil, a total of 19,595 cubic yards of clean soil was brought onto the Sanctuary. The restoration work was completed in December 2004 and the park was dedicated in Spring of 2005.

Landmark developed environmental remediation cost estimates for the \$1.1 million cleanup, which was eventually funded in part by the EPA. Landmark helped the City of St. Paul prepare two EPA Brownfields funding grant applications; each \$200,000 application was successful. Landmark then assisted with management of the EPA grants including incorporation of federal requirements into the bidding documents, providing quarterly reports to EPA and compiling grant reimbursement documentation. The MPCA VIC Program issued a No Further Action Letter after review and approval of the RA Implementation Report (the MPCA approved the report with no comments or modifications). Landmark also assisted with the preparation of the draft and final restrictive covenant for the property.

## City of Little Falls – Hennepin Paper Site, Little Falls

Landmark helped the City of Little Falls clean up 10-acres of property – the site of an abandoned paper mill – for redevelopment as a public park. Hennepin Paper Company operated a pulp and paper mill on the Mississippi River for over 100 years. On-site hazards included lead, mercury switches, asbestos, polychlorinated biphenyls and petroleum compounds in soil. Landmark prepared remedial design and

bidding documents for this \$2.3 million abatement, demolition and remediation project, and then conducted the remediation oversight. We also provided services during review and protection of historic resources, including evaluating the applicability of Section 106 of the National Historic Preservation Act. Preserved pulp and papermill artifacts were placed across the 10-acre park.



Landmark wrote two U.S. Environmental Protection Agency (EPA) Brownfield grant applications, an EPA revolving loan application, and two MN Department of Employment and Economic Development grant applications. All applications were successful and the \$1,800,000 awarded was used to demolish the mill buildings, and to remediate the property and redevelop it into a public park (Mill Park) with fishing piers, a picnic area, recreational trails and a nature sanctuary. Landmark designed the cleanup, prepared contract documents and provided oversight during demolition and remediation. The design included asbestos and lead paint abatement, tank waste removal, building demolition, soil cleanup, and park redevelopment. All of the work was reviewed and approved by the Minnesota Pollution Control Agency Voluntary investigation and Cleanup Program and the Petroleum Brownfields Program.

Attachment 6

Schedule

**Project Schedule  
Phase I Environmental Site Assessment  
City of Inver Grove Heights  
Highway 52 Site**

Tasks	Jun					Jul					Aug					Sep				
	2	9	16	23	30	7	14	21	28	4	11	18	25	1	8	15	22	29		
Proposal Due			X																	
City Reviews and Selects Consultant/Contract Signed																				
Landmark Conducts Phase I Assessment																				
Landmark Issues Draft Phase I Assessment Report to City												X								
City Reviews Draft Phase I Assessment Report																				
Landmark Finalizes Phase I Assessment Report																	X			

**CITY OF INVER GROVE HEIGHTS**

**REQUEST FOR COUNCIL ACTION**

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CONSIDER CONTRACT FOR ADDITIONAL GEOTECHNICAL EXPLORATION

Meeting Date: October 22, 2008  
Item Type: Consent  
Contact: JTeppen, Asst. City Admin  
Prepared by:  
Reviewed by:

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

**PURPOSE/ACTION REQUESTED** Consider a contract with AET for additional geotechnical exploration for proposed Public Safety Addition/City Hall Renovation.

**SUMMARY** AET has previously completed geotechnical exploration of the City Hall site in anticipation of a building project.

At the time they did that, the sustainability option of pervious paving at the east and west parking areas was not identified. Since it has now been identified, additional geotechnical exploration must be completed to ascertain the viability of pervious paving.

The cost of the additional testing is \$6,250.00. Staff recommends that the funds to pay for this testing comes from the City Facilities Fund which has a fund balance of \$872,000.



AMERICAN  
ENGINEERING  
TESTING, INC.

CONSULTANTS  
• ENVIRONMENTAL  
• GEOTECHNICAL  
• MATERIALS  
• FORENSICS

September 15, 2008

Mr. Michael Pederson, AIA  
Studio Five Architects, Inc.  
1170 Ford Centre  
420 North Fifth Street  
Minneapolis, Minnesota 55401

RE: Proposal for Geotechnical Exploration  
Stormwater Ponds and Pavements  
Inver Grove Heights City Hall Addition  
8150 Barbara Avenue  
Inver Grove Heights, Minnesota  
AET Proposal 09-00259

Dear Pederson:

On behalf of American Engineering Testing, Inc. (AET), we are pleased to respond to your invitation to submit our proposal for this project. In this proposal, we present a description of our understanding of the project, an outline of the scope of services we are to provide, and a fee schedule and estimate of charges for these services.

### **Purpose of Study**

The purpose of this geotechnical work is to explore the subsurface conditions at the site, and based on these conditions, to prepare a geotechnical report presenting comments and recommendations on earthwork and pavements to assist in the design and construction

### **Project Description**

The City of Inver Grove Heights is planning expansion of the City Hall. This expansion will require construction of three stormwater treatment ponds to attempt to reduce the variability of the water level in the pond to the south of the City Hall. As of the date of this proposal, it has not been determined whether these new features will be retention ponds or infiltration ponds.

New parking areas will be built to the southwest of the existing building, and to the east. You are considering the use of standard bituminous pavements, porous bituminous pavements, and permeable concrete pavements.

### **Available Geotechnical Information**

In March 2008 we performed the geotechnical exploration for the additions to the City Hall. Our borings showed various amounts of fill and topsoil on the site, overlying soils comprised mainly of clayey sand, sandy clay, and lean clay with occasional strata of sand or sand with silt.

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

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

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

Mr. Michael Pederson, AIA  
September 15, 2008  
AET Proposal No. 09-00259  
Page 2 of 5

### **Field Exploration**

With your RFP of September 12, 2008, you have specified that we are to drill 13 borings, each to a depth of 10 feet below existing grade. We will locate the borings in the field by measuring from the existing building, using dimensions shown on the site plan. Our crew will shoot surface elevations at the borings referenced to the first floor of the existing building; the lower level is given at elevation 916.0 National Geodetic Vertical Datum (NGVD).

Before we drill, we will contact Gopher State One Call to locate public underground utilities. Gopher State does not currently charge for this service, but they will not locate private lines. If there are private utilities on this site, it may be necessary to contact a private locating company. We have not included a fee in this proposal for retaining a private locator. If this is found to be necessary, we will pass this fee along to you at cost, in addition to our fee for the geotechnical exploration.

We will drill the borings with a truck-mounted rig. Please note that we will probably leave ruts in the lawns. We do <sup>NOT</sup> have any allowance in our estimate of fees for landscaping to restore these ruts, such as placing topsoil, sod, or seed. Rather, we would leave the sod in the condition as it is when we complete our borings.

We will drill with hollow stem augers and sample by the split-barrel method (ASTM: D 1586). We plan to sample continuously to the full depth of each boring to 10 feet to provide a greater amount of information about the soil conditions. Our crew will keep field logs noting the methods of drilling and sampling, along with the Standard Penetration values (N-values, "blows per foot"), preliminary soil classifications, and observed groundwater levels. Representative portions of the recovered samples will be sealed in jars to reduce moisture loss, and submitted to our laboratory for examination, testing, and final classification by a Geotechnical Engineer. We will backfill the boreholes with soil cuttings to comply with current Minnesota Department of Health regulations. Excess cuttings will be hauled from the site.

### **Laboratory Testing**

Our laboratory program will be initiated by a Geotechnical Engineer examining the recovered samples to evaluate the major and minor soil components. We anticipate performing routine testing, to determine the moisture content and unconfined compressive strength (by hand penetrometer) of selected samples, if cohesive soils are encountered.

If special testing is required, such as Atterberg Limits, organic content, gradation, or consolidation tests, we would contact you to discuss a modification in the scope of work before proceeding. After completion of the laboratory testing, the Engineer will visually/manually classify each sample on the basis of texture and plasticity in accordance with the Unified Soil Classification System, and prepare the boring logs and the geotechnical report.

Mr. Michael Pederson, AIA  
September 15, 2008  
AET Proposal No. 09-00259  
Page 3 of 5

### **Geotechnical Report**

In our report, we will describe the soil and groundwater conditions that we encounter, and present recommendations for feasible methods of foundation and earthwork design and construction.

Based on the visual/manual classification, we will present recommended values for infiltration rates from the table in the document, *Minnesota Stormwater Manual* (MPCA, Version 2, January 2008). Please note that our report is not intended to be an assessment of the feasibility of infiltrating stormwater on this site, nor calculations for sizing of the ponds, nor presentation of an infiltrate rate for design purposes.

We will describe preparation of the subgrade for the pavements and give a recommended Stabilometer value (R-value). Based on this R-value and the traffic pattern which is to be defined by your Civil Engineer in terms of daily traffic count, maximum allowable axle loads, seasonal weight limitations on the pavements, and the owner's desired pavement life, we will prepare four pavement designs: standard-duty bituminous pavement, heavy-duty bituminous pavement, porous bituminous pavement, and permeable portland cement concrete pavements.

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

### **Schedule**

On the day you give us authorization to proceed, we will schedule the staking of the borings and contact Gopher State One Call. We anticipate beginning the drilling within seven to 10 working days after receiving authorization to proceed. We anticipate that the field exploration would take one day, and we would submit preliminary boring logs within four days of completing the drilling. We would then contact the Civil Engineer to discuss the conditions that we find, after which we will prepare the geotechnical report.

### **Fees**

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

• Stake borings, coordinate underground utility locations, and direct AET drill crew	\$ 250
• Private locating company – billed at cost	Estimate \$ 100
• Drilling and sampling, backfilling borings	\$2,950
• Routine laboratory testing and preparation of boring logs	\$ 350
• Preparation of geotechnical report with specified pavement designs	<u>\$2,600</u>
TOTAL:	\$6,250

Mr. Michael Pederson, AIA  
September 15, 2008  
AET Proposal No. 09-00259  
Page 4 of 5

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

**Environmental Concerns**

This proposal is presented for engineering services to determine the structural properties of the soil at the specified site. This proposal does not cover an environmental assessment of the site, environmental testing of the soil or groundwater, or a wetlands assessment. If you wish to have us provide these additional services, please contact us.

**Terms**

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

**Acceptance**

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

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

Sincerely,

**American Engineering Testing, Inc.**

William C. Kwasny, P.E.  
Principal Engineer  
Licensed Professional Engineer, Minnesota

David L. Rettner, P.E.  
Principal Engineer  
Licensed Professional Engineer, Minnesota

**PROPOSAL ACCEPTANCE BY:**

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

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

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

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

Attachments: Fee Schedule  
Service Agreement  
Subsurface Boring Supplement

**2008 GEOTECHNICAL FEE SCHEDULE**

<b>I. Personnel Hourly Rates</b>		7. Stabilized Earth Slopes & Walls	15.00/hr
A.	Word Processing Specialist	55.00/hr	
B.	Drill Technician/Lab Technician	80.00/hr	
C.	Senior Engineering Technician	85.00/hr	
D.	Engineering Assistant	96.00/hr	
E.	Engineer I/Geologist I	102.00/hr	
F.	Engineer II/Geologist II/Sr. Engr. Assistant	117.00/hr	
G.	Senior Engineer/Geologist	130.00/hr	
H.	Principal Engineer/Geologist	156.00/hr	
<b>II. Vehicle Mileage</b>		8. Settlement (FoSSA)	15.00/hr
A.	Personal Automobile/Truck	0.65/mile	
B.	Auxiliary Truck	0.85/mile	
C.	1-ton Truck with Drill Rig	1.05/mile	
D.	1-1/2 to 2-1/2-ton Truck with Drill Rig	1.20/mile	
E.	CPT Truck Rig (20-ton push capacity)	1.40/mile	
F.	Tractor/Lowboy Trailer	1.60/mile	
<b>III. Equipment Rental</b>		9. SHAFT	15.00/hr
A.	Drill Rig Rental		
1.	Rotary Drill on 1-ton Truck	60.00/hr	
2.	Rotary Drill on 12 to 22-ton Truck	70.00/hr	
3.	Rotary Drill on All-Terrain Vehicle	100.00/hr	
4.	Portable, Non-rotary Rig	70.00/hr	
B.	Auxiliary Vehicle Rental	15.00/hr	
C.	Cone (CPT) Rig/Equipment Rental		
1.	CPT Truck Rig (20-ton push capacity)	124.00/hr	
2.	All-Terrain Rig (10-ton push capacity)	100.00/hr	
3.	Electronic Cone w/Computer	36.00/hr	
4.	Soil Sampler	3.00/hr	
5.	Water Sampler	20.00/hr	
D.	Miscellaneous Equipment Rental		
1.	Field Vane Shear	290.00/day	
2.	Field Electrical Resistivity	205.00/day	
3.	Field Seismic Refraction (ReMi)	360.00/day	
4.	Inclinometer Reading Equipment	300.00/day	
5.	Pneumatic Transducer Reading	150.00/day	
6.	Bore Hole Permeability		
a.	Open End Casing Method	110.00/day	
b.	HQ Wireline Packer	290.00/day	
7.	Borehole Pressuremeter	50.00/hr	
8.	Iowa Borehole Shear Tester	300.00/day	
9.	Double Ring Infiltrometer	230.00/day	
10.	Photoionization Detector (PID)	100.00/day	
11.	GPS Mapping System	13.00/hr	
12.	Pile Driving Analyzer (PDA)	670.00/day	
13.	Calibrated SPT Rod	170.00/day	
14.	Generator	100.00/day	
15.	Concrete Coring		
a.	Coring Equipment with Crew	125.00/hr	
b.	Bit Wear	7.00/inch	
16.	Pavement Testing (FWD includes Truck)		
a.	Falling Weight Deflectometer	175.00/hr	
b.	Light Weight Deflectometer	50.00/hr	
E.	Geotechnical Software Rental		
1.	Geo Studio Finite Element	55.00/hr	
2.	CAPWAP	30.00/hr	
3.	AutoCAD	25.00/hr	
4.	Wave Equation (WEAP)	15.00/hr	
5.	LPILE or GROUP	15.00/hr	
6.	Slope Stability (ReSSA)	15.00/hr	
		F. Bit Wear- Rock Coring	
		1. Diamond Bit - Sedimentary Rock	
		a) B, NQ	10.00/foot
		b) HQ	12.00/foot
		2. Diamond Bit - Metamorphic & Igneous	
		a) B, NQ	17.00/foot
		b) HQ	20.00/foot
		IV. Laboratory Tests of Soil	
		A. Water Content	hourly
		B. Dry Density (includes water content)	50.00/test
		C. Atterberg Limits (ASTM:D4318)	
		1. Plasticity Index	100.00/test
		2. Liquid Limit or Plastic Limit Separately	75.00/test
		D. Shrinkage Limit (ASTM:D427)	95.00/test
		E. Sieve Analysis (includes #200)	88.00/test
		F. Hydrometer Analysis (sieve included)	230.00/test
		G. Thermal Resistivity w/Proctor (ASTM:D5334)	
		1. As Received and Oven Dried (2 pts)	885.00/test
		2. Dry Out Curve (4 pts)	1100.00/test
		H. Electrical Resistivity (ASTM:G57-Soil Box)	83.00/test
		I. Unconfined Compression (ASTM:D2166)	74.00/test
		J. Hand Penetrometer	10.00/test
		K. Organic Content of Soil	72.00/test
		L. Topsoil Borrow Test (Mn/DOT 3877)	330.00/test
		M. R-value (Hveem Stabilometer)	350.00/test
		N. California Bearing Ratio	
		1. Granular	550.00/test
		2. Cohesive	620.00/test
		O. Proctor Tests	
		1. Standard	115.00/test
		2. Modified	130.00/test
		V. Expenses	
		A. Direct Project Expenses: includes out-of-town per diem; plowing & towing; special materials & supplies; special travel, transportation & freight; subcontracted services, and miscellaneous costs	Cost + 15%
		B. Equipment Replacement (when abandonment is more feasible than recovery)	Cost
		C. Equipment Recovery (when required by regulatory agencies or project specifications)	Cost + 15%

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

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

**STORMWATER PONDS AND PAVEMENTS  
INVER GROVE HEIGHTS CITY AHLL ADDITION  
INVER GROVE HEIGHTS, MINNESOTA**

**SUBSURFACE BORING SUPPLEMENT  
TO TERMS AND CONDITIONS**

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Page 1 of 1

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

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

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

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

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

**SECTION 2 - SITE RESTORATION**

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

**SECTION 3 - CONTAMINATION**

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

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

**SECTION 4 - LOST EQUIPMENT**

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

**SECTION 5 - LIMITATIONS OF SUBSURFACE EXPLORATION**

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

**SECTION 1 - RESPONSIBILITIES**

**1.1** - The party to whom the proposal/contract is addressed is considered the Client of American Engineering Testing, Inc. (AET). The terms and conditions stated are binding, upon acceptance, on the Client, its successors, assignees, joint ventures and third-party beneficiaries. **Verbal proposal acceptance or authorizing purchase orders from the Client are considered formal acceptance of AET's terms and conditions. By signing the proposal or verbally authorizing the services, the authorizing party attests that they have the authority to legally bind the Client to agreement.**

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

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

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

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

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

**1.7** - AET reserves the right to charge for time to negotiate new terms and conditions from those portrayed in our proposal or should the Client require the use of their contract format. If mutually acceptable terms cannot be established, AET shall have the right to withdraw their proposal without any liability to the Client, Owner or other parties and assigns associated with the project. If Client requests use of their contract format after the services have already been authorized, AET will be compensated for services rendered prior to approval of the Client's contract by both parties according to the AET Terms and Conditions.

**1.8** - The AET proposal accompanying these terms and conditions is valid for sixty (60) days after the proposal issuance date to the Client. If Client authorizes the services after the expiration date, AET reserves the right to review and revise the proposal as necessary.

**SECTION 2 - SITE ACCESS, RESTORATION AND UTILITIES**

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

**2.2** - It is understood by Client that in the normal course of its services AET may unavoidably alter existing site conditions or affect the environment in the area being studied. AET will take reasonable precautions to minimize alterations to the site or existing materials. Restoration of the site is the responsibility of the Client.

**2.3** - If AET is required to locate public or private underground utilities or subsurface structures ("hidden features") in its efforts to conform with reasonable standards of care, AET is entitled to rely on the location information provided by locating vendors. Client shall provide AET with any information available or reasonably obtainable to help prevent our services from encountering such hidden features. AET will not accept liability for encounters with hidden features.

**SECTION 3 - SAFETY**

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

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

**SECTION 4 - SAMPLES**

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

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

**SECTION 5 - PROJECT RECORDS**

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

**SECTION 6 - STANDARD OF CARE**

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

**SECTION 7 - INSURANCE**

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

**7.1** - Commercial General Liability insurance will include coverage for Products/Completed Operations (extending two (2) years after final acceptance of the Project by Owner or such longer period as the Contract Documents may require), Broad Form Property Damage including Completed Operations, Personal Injury, and Blanket Contractual Liability insurance applicable to AET's defense and indemnity obligations under this Agreement.

**7.2** - Automobile Liability insurance shall include coverage for all owned, hired and non-owned automobiles.

**7.3** - Professional Liability Insurance is written on a claims-made basis and coverage will be maintained for two years after final acceptance of the Project by Owner or such longer period as the Contract Documents may require. Renewal policies during this period shall maintain the same retroactive date.

**7.4** - AET can endorse its Commercial General Liability (including Products/Completed Operations coverage) and Automobile Liability to add Client and Owner as an "additional insured" with respect to liability arising out of the Services performed for Client or Owner by or for AET. Such insurance afforded to Client and Owner as an additional insured under AET's policies shall be primary insurance and not excess over, or contributing with, any insurance purchased or maintained by Client or Owner.

**7.5** - AET will maintain in effect all insurance coverage required by this Agreement at its sole expense, if such insurance is reasonably available, and with insurance carriers licensed to do business in the state in which the Project is located and having a current A.M. Best rating of no less than A minus (A-).

**7.6** Upon request, prior to commencing the Services hereunder, AET will furnish Client with Certificates of Insurance evidencing that (i) all insurance obligations required by the Contract Documents are in full force and in effect and will remain in effect for the duration required by the Contract Documents and (ii) no insurance coverage will be canceled, renewal refused, or materially changed unless at least thirty (30) days' prior written notice is given to Client.

**7.7** - AET reserves the right to charge Client for additional coverage, coverage limits or policy modification including waiver of subrogation and other project specific requirements not known at the time of our proposal, subject to approval by AET's insurance providers.

**SECTION 8 - DELAYS**

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

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

**9.1** - Invoices are due on receipt. Client will inform AET of invoice questions or disagreements within 15 days of invoice date; unless so informed, invoices are deemed correct. In any case, Client shall pay for services of AET within 30 days of invoice.

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

**9.3** - If any invoice remains unpaid for 60 days, such non-payment shall be a material breach of this agreement. As a result of such material breach, AET may, at its sole option, terminate all duties to the Client or other persons, without liability as well as withhold any and all data from Client until such invoice payments are restored to a current status.

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

**SECTION 10 - MEDIATION**

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

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

**SECTION 11 - LITIGATION REIMBURSEMENT**

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

**SECTION 12 - MUTUAL INDEMNIFICATION**

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

**12.2** - Client agrees to indemnify AET from and against liability arising from the negligent conduct of the Client, Owner, Client's Contractors/Subcontractors or other third parties, subject to any limitations, other indemnifications or other provisions Client and AET have agreed to in writing.

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

**SECTION 13 - LIMITATION OF LIABILITY**

Client agrees to limit AET's liability to Client arising from AET's negligent acts, errors or omissions, such that the total liability of AET shall not exceed \$20,000.

**SECTION 14 - UNIONIZATION**

AET reserves the right to renegotiate an appropriate fee increase or to terminate its contract on three (3) days written notice to Client and will not accept any liability for any penalties or costs from Client, Owner and their successors, assignees, joint-venturers, Contractors and Subcontractors, or any other parties involved with the project for claims, liabilities, damages or consequential damages directly or indirectly related to AET being required to provide unionized personnel on the project. Reservation of this right on the part of AET represents neither approval nor disapproval of unions in general or the use of collective bargaining agreements.

**SECTION 15 - TERMINATION**

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

**SECTION 16 - SEVERABILITY**

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

**SECTION 17 - GOVERNING LAW**

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

**SECTION 18 - ENTIRE AGREEMENT**

This agreement, including attached appendices, is the entire agreement between AET and Client. Regardless of method of acceptance of AET's proposal and general conditions by the Client, this agreement nullifies any previous written or oral agreements, including purchase/work orders. Any modifications to this agreement must be mutually acceptable to both parties and accepted in writing. No considerations will be given to revisions to AET's general conditions or alternate contract format submitted by the Client as a condition for payment of AET's accrued services.

**CITY OF INVER GROVE HEIGHTS**

**REQUEST FOR COUNCIL ACTION**

**CONSIDER AMENDMENTS TO CITY CODE SECTION 900 – CIVIL DEFENSE**

Meeting Date: October 22, 2008  
 Item Type: Consent  
 Contact: JTeppen, Asst. City Admin  
 Prepared by:  
 Reviewed by:

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

**PURPOSE/ACTION REQUESTED** Consider the second reading of an ordinance amending City Code Section 900 – Civil Defense

**SUMMARY** Over the past year the City has participated in a number of Emergency Management planning exercises.

Upon review of the City Code with respect to the Emergency Management procedures in place, we recognized a need to update the City Code.

Attached is the ordinance amending Section 900 of the City Code.

CITY OF INVER GROVE HEIGHTS  
DAKOTA COUNTY, MINNESOTA

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE AMENDING SECTION 900 OF THE INVER GROVE HEIGHTS CITY CODE  
RELATING TO EMERGENCY MANAGEMENT**

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

**Section 1. Amendment.** City Code Chapter IX, Section 900, Civil Defense, is hereby amended in its entirety as follows:

**900.01 Policy and Purpose. Subdivision 1.**

~~Because of the existing and increasing possibility of the occurrence of disasters of unprecedented size and destructiveness resulting from enemy attack, sabotage, or other hostile action, and in order to insure that preparations of this City will be adequate to deal with such disasters, and generally to protect the public peace, health, and safety, and to preserve the lives and property of the people of this City, it is hereby found and declared to be necessary:~~

- ~~\_\_\_\_\_ a. \_\_\_\_\_ To establish a local civil defense agency;~~
- ~~\_\_\_\_\_ b. \_\_\_\_\_ To provide for the exercise of necessary powers during civil defense emergencies;~~
- ~~\_\_\_\_\_ c. \_\_\_\_\_ To provide for the rendering of mutual aid between this city and other political subdivisions of this state with respect to the carrying out of civil defense functions.~~

~~\_\_\_\_\_ **Subd. 2.** It is further declared to be the purpose of this section and the policy of this City that all civil defense functions of this City be coordinated to the maximum extent practicable with the comparable functions of the federal government, of this state, and of private agencies, to the end that the most effective preparations and use may be made of the nation's manpower, resources, and facilities for dealing with any disaster that may occur.~~

Because of the existing possibility of the occurrence of disasters of unprecedented size and destruction resulting from fire, flood, tornado, blizzard, destructive winds or other natural causes, or from sabotage, hostile action, or from hazardous material mishaps of catastrophic measure; and in order to insure that preparations of the City of Inver Grove Heights will be adequate to deal with such disasters, and generally, to provide for the common defense and to protect the public peace, health, and safety, and to preserve the lives and property of the people of the City of Inver Grove Heights, it is hereby found and declared to be necessary:

- (A) To establish a city emergency management organization responsible for planning and preparation for emergency government operations in time of disasters.
- (B) To provide for the exercise of necessary powers during emergencies and disasters.
- (C) To provide for the rendering of mutual aid between the City of Inver Grove Heights and other political subdivisions of this State and of other states with respect to the carrying out of emergency preparedness functions.

(D) To comply with provisions of Minnesota Statutes, Chapter 12, Section 12.25, which requires that each political subdivision of Minnesota shall establish a local organization for emergency management.

**900.03 Definitions. Subdivision 1.** For purposes of this section, the terms defined in this subsection have the meanings given to them.

~~**Subd. 2. “Civil Defense”** means the preparation for and the carrying out of all emergency functions, other than functions for which military forces are primarily responsible, to prevent, minimize, and repair injury and damage resulting from disasters caused by enemy attack, sabotage, or other hostile action. These functions include, without limitation, fire-fighting services, police services, rescue, evacuation of persons from stricken areas, emergency welfare services, emergency transportation, temporary restoration of public utility services, and other functions related to civilian protection, together with all other activities necessary or incidental to preparation for and carrying out of the foregoing functions.~~

~~———— **Subd. 3. “Civil Defense Emergency”** means an emergency declared by the governor under the Minnesota Civil Defense Act of 1951, Ch.694, Sec. 301.~~

~~———— **Subd. 4. “Civil Defense Forces”** means any personnel employed by the City and any other volunteer or paid member of the local civil defense agency engaged in carrying on civil defense functions in accordance with the provisions of this section or any rule or order thereunder.~~

**Subd. 2. “Emergency Management”** means the preparation for and the carrying out of all emergency functions, other than functions for which military forces are primarily responsible, to prevent, minimize and repair injury and damage resulting from disasters caused by fire, flood, tornado and other acts of nature, or from sabotage, hostile action, or from industrial hazardous material mishaps. These functions include, without limitation, fire-fighting services, police services, emergency medical services, engineering, warning services, communications, radiological, and chemical, evacuation, congregate care, emergency transportation, existing or properly assigned functions of plant protection, temporary restoration of public utility services and other functions related to civil protection, together with all other activities necessary or incidental for carrying out of the foregoing functions. Emergency management includes those activities sometimes referred to as "Civil Defense" functions.

**Subd. 3. “Disaster”** means a situation which creates an immediate and serious impairment to the health and safety of any person, or a situation which has resulted in or is likely to result in catastrophic loss to property, and for which traditional sources of relief and assistance within the affected area are unable to repair or prevent the injury or loss.

**Subd. 4. “Emergency”** means an unforeseen combination of circumstances which calls for immediate action to prevent from developing or occurring.

**Subd. 5. “Emergency Management Forces”** means the total personnel resources engaged in city-level emergency management functions in accordance with the provisions of this resolution or any rule or order there under. This includes personnel from city departments, authorized volunteers, and private organizations and agencies.

**Subd. 6. “Emergency Management Organization”** means the staff element responsible for coordinating city-level planning and preparation for disaster response. This organization provides city liaison and coordination with federal, state and local jurisdictions relative to disaster preparedness activities and assures implementation of federal and state program requirements.

**900.05. Establishment of an Emergency Management Organization Subdivision 1. Established.**

~~There is hereby created within the City government a civil defense agency which shall be under the supervision and control of a director of civil defense, hereinafter called the director. The director shall be appointed by the mayor for an indefinite term and may be removed by him at any time. He shall serve without salary but shall be paid his necessary expenses. The director shall have direct responsibility for the organization, administration, and operation of the civil defense agency, subject to the direction and control of the mayor.~~

There is hereby created with the City of Inver Grove Heights government an emergency management organization that shall be under the supervision and control of the Emergency Management Director, hereinafter called the "director." The director shall be designated by the City Administrator for an indefinite term and may be removed by the City Administrator at any time. The director shall have direct responsibility for the organization, administration and operation of the emergency preparedness organization, subject to the direction and control of the City Administrator. An Emergency Management Coordinator, hereinafter called the "coordinator" may be designated to assist the director in fulfilling emergency management duties.

**900.07. Powers and Duties of the Director, Subdivision 1. Represent City.** ~~The director, with the consent of the mayor, shall represent the City on any regional or state organization for civil defense. He shall make such studies and surveys of the manpower, resources, and facilities of the City as he deems necessary to determine their adequacy for civil defense and to plan for their most efficient use in time of a civil defense emergency. He shall prepare a general plan for the civil defense of the City, coordinating the civil defense activities of the City, and present such plan to the Council for its approval. When the Council has approved the plan by resolution, it shall be the duty of all municipal agencies and all civil defense forces of the City to perform the duties and functions assigned to them by the plan as approved.~~

~~———— **Subd. 2. Training Programs.** The director shall institute such training programs and public information programs and take such other preparatory steps, including civil defense exercises, as he may deem necessary.~~

~~———— **Subd. 3. Equipment; Personnel.** The director shall utilize to the maximum extent practicable the personnel, services, equipment, supplies, and facilities of the City and shall organize, recruit, and train air-raid wardens, auxiliary police, auxiliary firemen, and any other personnel that may be required on a volunteer basis to carry out the civil defense plans of the City and the state. The director may dismiss any civil defense volunteer at any time and require him to surrender any equipment and identification furnished by the City.~~

~~———— **Subd. 4. Coordination.** The director shall direct and coordinate the general operation of all local civil defense forces during a civil defense emergency in conformity with controlling regulations and instructions of the state civil defense authorities. He shall provide and equip at~~

~~some suitable place in the City a control center to be used during a civil defense emergency as headquarters for direction and coordination of civil defense forces. He shall arrange for the installation at the control center of necessary facilities for communication with and between operating units of municipal services and other agencies concerned with civil defense and for communication with other communities and control centers within the surrounding area.~~

**Powers and Duties of the Director Subdivision 1.** The director shall act as principal aide and advisor to the city official responsible for direction and control of all city emergency operations during an emergency. The director's main responsibility is to assure coordination

among the operating departments, non-governmental groups, and with higher and adjacent governments.

**Subd. 2. Representative of the City.** The director, with the consent of the City Administrator, shall represent the City of Inver Grove Heights on any regional or state conference for emergency management.

**Subd. 3. Mutual Aid.** The director shall develop proposed mutual aid agreements with other political subdivisions of the state for reciprocal emergency management aid and assistance in an emergency too great to be dealt with unassisted, and shall present such agreements to the City Council for its action. Such arrangements shall be consistent with the State Emergency Plan.

**Subd. 4. Studies and Planning.** The director shall make studies and surveys of the manpower, industries, resources and facilities of the City as deemed necessary to determine their adequacy for emergency management and to plan for their most efficient use in time of an emergency or disaster.

**Subd. 5. Emergency Plan.** The director shall prepare a comprehensive emergency plan, consistent with the National Incident Management System, for the emergency preparedness of the city, including municipal and unincorporated areas and shall present such plan to the City Council for its approval. When the Council has approved the plan by resolution, it shall be the duty of all city departments and all emergency preparedness forces of the city to perform the duties and functions assigned by the plan as approved. The plan may be modified in like manner from time to time. The director shall coordinate the emergency management activities of the city to the end that they shall be consistent and fully integrated with the emergency plan of the Federal Government and the State and correlated with emergency plans of other political subdivisions within the State.

**Subd. 6. Training Programs.** In accordance with the State and County Emergency Plan, the director shall institute such training programs, public information programs and conduct practice warning alerts and emergency exercises as may be necessary to assure prompt and effective operation of the Inver Grove Heights Emergency Operations Plan when a disaster occurs.

**Subd. 7. County Personnel.** The director shall utilize the personnel, services, equipment, supplies and facilities of existing departments and agencies of the County to the maximum extent practicable. The officers and personnel of all such departments and agencies shall, to the maximum extent practicable, cooperate with and extend such services and facilities to the city emergency management organization and to the Governor upon request. The head of each department or agency in cooperation with the director shall be responsible for the planning and programming of such emergency activities as will involve the utilization of the facilities of the department or agency.

**Subd. 8. City Personnel.** The director shall, in cooperation with existing city departments and agencies affected, assist in the organizing, recruiting and training of such emergency management personnel that may be required on a volunteer basis to carry out the emergency plans of the City and state. To the extent that such emergency personnel are recruited to augment a regular City department or agency for emergencies, they shall be assigned to such departments or agencies and shall be under the administration and control of said department or agency

**Subd. 9. Rules and Regulations Issued by the Governor's Office.** The director shall carry out all orders, rules and regulations issued by the Governor with reference to emergency management.

**Subd. 10. Reports.** The director shall prepare and submit such reports on emergency preparedness activities as may be requested by the City Council/City Administrator.

~~**900.09 General Provisions on Civil Defense Workers. Subdivision 1. Oath.** No person shall be employed or associated in any capacity in the civil defense agency who advocates or has advocated a change by force or violence in the constitutional form of government of United States or in this state or the overthrow of any government in the United States by force or violence, or who has been convicted of or is under indictment on information charging any subversive act against the United States. Each person who is appointed to serve in the civil defense agency shall, before entering upon his duties, take an oath in writing as prescribed by the Minnesota Civil Defense Act of 1951, Section 403.~~

~~\_\_\_\_\_ **Subd. 2. Service.** Civil defense volunteers shall be called into service only in case of a civil defense emergency for which the regular municipal forces are inadequate or for necessary training and preparation for such emergencies. All volunteers shall serve without compensation.~~

~~\_\_\_\_\_ **Subd. 3. Identification.** Each civil defense volunteer shall be provided with such suitable insignia or other identification as may be required by the director in a form and style approved by the federal government. No volunteer shall exercise any authority over the persons or property of others without his identification. No person except an authorized volunteer shall use the identification of a volunteer or otherwise represent himself to be an authorized volunteer. No civil defense volunteer shall carry any firearm while on duty except on written order of the mayor.~~

**Local Emergencies Subdivision 1.** A local emergency may be declared only by the Mayor or the Mayor's legal successors. It shall not be continued for a period in excess of three days except by or with the consent of the governing board of the political subdivision. Any order, or proclamation declaring, continuing, or terminating a local emergency shall be given prompt and general publicity and shall be filed promptly by the City Clerk's Office.

**Subd. 2. Declaration of Local Emergency.** A declaration of a local emergency shall invoke necessary portions of the response and recovery aspects of applicable local or inter-jurisdictional disaster plans, and may authorize aid and assistance thereunder.

**Subd. 3. Outside Agencies.** No jurisdictional agency or official may declare a local emergency unless expressly authorized by the agreement under which the agency functions. However, an inter-jurisdictional disaster agency shall provide aid and services in accordance with the agreement under which it functions.

~~**900.11 Emergency Regulations. Subdivision 1. Proclamation.** Whenever necessary to meet a civil defense emergency the mayor may by proclamation promulgate regulations respecting all matters which are required to protect public safety, health, and welfare in civil defense emergencies. No regulation governing observation of enemy aircraft, air attack, alarms, or illumination during air attacks shall be adopted or take effect unless approved by the state director of civil defense.~~

~~\_\_\_\_\_ **Subd. 2. Form of Regulations.** Every proclamation of emergency regulations shall be in writing and signed by the mayor, shall be dated, shall refer to the particular civil defense emergency to which it pertains, if so limited, and shall be filed in the office of the Clerk, where a copy shall be kept posted and available for public inspection during business hours. Notice of the existence of such regulation and its availability for inspection at the Clerk's office shall be conspicuously posted at the front of the City Hall and at such other places in the affected area as the mayor shall designate in the proclamation. Thereupon the regulation shall take effect immediately. By like proclamation the mayor may modify or rescind any such regulation.~~

**Emergency Regulations Subdivision 1.** Whenever necessary to meet a declared emergency or to prepare for such an emergency for which adequate regulations have not been adopted by the Governor or the City Council, the Council may by resolution promulgate regulations, consistent with applicable federal or state law or regulation, respecting: the conduct of persons and the use of property during emergencies; the repair, maintenance, and safeguarding of essential public services, emergency health, fire, and safety regulation, drills, or practice periods required for preliminary training, and all other matters which are required to protect public safety, health, and welfare in declared emergencies.

**Subd. 2. Required Posting.** Every resolution of emergency regulations shall be in writing; shall be dated; shall refer to the particular emergency to which it pertains, if so limited, and shall be filed in the City Clerk's Office, which copy shall be kept posted and available for public inspection during business hours. Notice of the existence of such regulation and its availability for inspection at the Clerk's Office shall be conspicuously posted at the front of the City Hall or other headquarters of the City or at such other places in the affected area as the Mayor shall designate.

**Subd. 3. Rescission Period.** The City Council may rescind any such regulation by resolution at any time. If not sooner rescinded every such regulation shall expire at the end of 30 days after its effective date or at the end of the emergency to which it relates, whichever comes first. Any resolution, rule, or regulation inconsistent with an emergency regulation promulgated by the Council shall be suspended during the period of time and to the extent such conflict exists.

**Subd. 4. Limited Exemption from State and Local Rules and Regulations.** During a declared emergency, the City is, notwithstanding any statutory or charter provision to the contrary, empowered, through its governing body acting within or without the corporate limits of the City, to enter into contracts and incur obligations necessary to combat such disaster by protecting the health and safety of persons and property and providing emergency assistance to the victims of such disaster. The City may exercise such powers in the light of the exigencies of the disaster without compliance with the time-consuming procedures and formalities prescribed by law pertaining to the performance of public work, entering rental equipment agreements, purchase of supplies and materials, limitations upon tax levies, and the appropriation and expenditure of public funds including, but not limited to, publication of resolutions, publication of call for bids, provisions of personnel laws and rules, provisions relating to low bids, and requirement for budgets.

~~900.13 **Civil Defense Agency Procedure. Subdivision 1. Special Fund Created.** There is hereby established in the City treasury a special fund to be know as the Civil Defense Fund. Into this fund shall be placed the proceeds of taxes levied for civil defense and other revenues of the civil defense agency. From it shall be made expenditures for the operation and maintenance of the civil defense agency and other expenditures for civil defense.~~

~~**Subd. 2. Annual Report.** The director shall, as soon as possible after the end of each fiscal year, prepare and present to the Council for the information of the Council and the public, a report of the activities of the civil defense agency during the year.~~

### **Emergency Management A Governmental Function.**

All functions there under and all other activities relating to emergency management are hereby declared to be governmental functions. The provisions of this section shall not affect the right of any person to receive benefits to which he would otherwise be entitled under this resolution or under the worker's compensation law, or under any pension law, nor the right of any such person to receive any benefits or compensation under any act of Congress.

~~900.15. **Conformity and Cooperation with Federal and State Authority.** Every officer and agency of the City shall cooperate with federal and state authorities and with authorized~~

~~agencies engaged in civil defense and emergency measures. The provisions of this section and of all regulations made thereunder shall be subject to all applicable and controlling provisions of federal and state laws and of regulations and orders issued thereunder and shall be deemed to be suspended and inoperative so far as there is any conflict therewith.~~

~~**900.17. Prohibited Illumination a Nuisance.** Any illumination within the City contrary to the provisions of this section pertaining to civil defense or of any regulation adopted thereunder or of any federal or state law, regulation, or order shall be deemed a public nuisance. Any regular policeman may abate such nuisance summarily or may take any other action necessary to enforce such provisions, including entry on private property and the use of whatever reasonable force is necessary.~~

~~**900.15 Participation in Politics or Labor Dispute.** The civil defense agency shall not participate, directly or indirectly, in any form of political activity, nor shall it be employed in any legitimate labor dispute.~~

**Participation in Labor Dispute or Politics**

The emergency management organization shall not participate in any form of political activity, nor shall it be employed directly or indirectly for political purposes, nor shall it be employed in a labor dispute.

~~**900.21. Penalty.** Any person who violates any provision of this section or any regulation adopted hereunder relating to acts, omissions, or conduct other than official acts of city officers or employees, shall be guilty of a misdemeanor.~~

**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 13<sup>th</sup> day of October, 2008.

BY: \_\_\_\_\_  
George Tourville, Mayor

ATTEST:

\_\_\_\_\_  
Melissa Rheume, City Clerk

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

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Meeting Date: September 22, 2008  
Item Type: Consent  
Contact: Judy Thill, 651-450-2495  
Prepared by: Judy Thill, Fire Chief  
Reviewed by: n/a

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

**PURPOSE/ACTION REQUESTED** Consider awarding the purchase of a PosiCheck3 flow-testing system, software and accessories for testing the Self Contained Breathing Apparatus (SCBA) to Heiman Fire Equipment.

**SUMMARY**

The SCBA's used by the Fire Department are required to be flow-tested on an annual basis. Presently, our flow-testing is done by a third party that averages approximately \$4,000 per year and that cost is expected to increase. By purchasing this new piece of equipment, we will be able to conduct our own flow-testing. In less than 3 years, this equipment will have paid for itself and will begin saving us money.

Two proposals were received. The recommendation is to go with Heiman Fire Equipment for \$9,669. Heiman is located in Minnesota. The second proposal was for \$10,032 from a company in Connecticut.

The money for this equipment is in the 2008 budget.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Meeting Date: September 22, 2008  
 Item Type: Consent  
 Contact: 651.450.2513  
 Prepared by: Melissa Rheaume  
 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 request for renewal of Extended On-Sale Intoxicating Liquor Sales to 2:00 a.m. for Celts Pub, 6559 Concord Boulevard.

**SUMMARY:**

Celts Pub has had extended hours of sale since 2004 and must obtain approval from the City of Inver Grove Heights prior to submitting their renewal application to the State Liquor Control Division. The Police Department was contacted and found no major incidents related to the extended hours of sale.

**CITY OF INVER GROVE HEIGHTS**

**REQUEST FOR COUNCIL ACTION**

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**SCHEDULE SPECIAL MEETING**

Meeting Date: September 22, 2008  
Item Type: Consent  
Contact: Jenelle Teppen, Asst. City Admin  
Prepared by: Jenelle Teppen  
Reviewed by: n/a

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

**PURPOSE/ACTION REQUESTED** Schedule a special meeting.

**SUMMARY** Staff requests that the Council set a special work session on Monday, October 20, 2008 at 5:30 p.m. to discuss the Final Design of the proposed Public Safety Addition/City Hall Renovation.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

**RE-SCHEDULE PUBLIC HEARING TO CONSIDER APPROVAL OF AN OFF-SALE INTOXICATING LIQUOR LICENSE – GOLD PALACE LIQUOR, LLC dba GOLD PALACE LIQUOR**

Meeting Date: September 22, 2008  
 Item Type: Consent  
 Contact: 651.450.2513  
 Prepared by: Melissa Rheume  
 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:**

Re-Schedule public hearing on October 13, 2008 to consider the application of Gold Palace Liquor, LLC dba Gold Palace Liquor for an Off-Sale Intoxicating Liquor License for premises located at 1330 Mendota Rd. E.

**SUMMARY:**

The applicant has requested that the public hearing previously scheduled for September 22, 2008 be re-scheduled for October 13, 2008 so that she may be present at the time the application is considered. The public hearing notice for the September 22, 2008 public hearing was not published in the Southwest Review due to the applicant's request to re-schedule. A notice of the new public hearing date of October 13, 2008 will be published accordingly.

**CITY OF INVER GROVE HEIGHTS**

**REQUEST FOR COUNCIL ACTION**

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**PERSONNEL ACTIONS**

Meeting Date: September 22, 2008  
Item Type: Consent  
Contact: Jenelle Teppen, Asst. City Admin  
Prepared by: Amy Brinkman, H.R. Coordinator  
Reviewed by: n/a

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

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

Please confirm the employment of Mark Johnston, Joe Weber, Scott Wood and Jon Lerbs as Paid On-Call Fire Captains.

Please confirm the seasonal/temporary employment of: Priya Morris, and Anthony Hawkins.

Please confirm the resignation of Phillip Owens from his position as Fire Inspector.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

**Carl Bolander and Sons;** Property located on the east side of Concord Boulevard, north of 65<sup>th</sup> Street;

Meeting Date: September 22, 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**

- a) an **Ordinance Amendment** to Section 515.80. Subd. 38. Interim Uses, to allow the temporary crushing of concrete or asphalt aggregate associated with public road construction as an interim use.
  - Requires 3/5th's vote.
  
- b) a Resolution relating to an **Interim Use Permit** to allow the temporary crushing of concrete or asphalt aggregate for the Concord Boulevard reconstruction project.
  - Requires 4/5th's vote.
  
  - 60-day deadline: October 3, 2008 (first 60-days)

**SUMMARY**

Carl Bolander and Sons is doing the reconstruction project for Concord Boulevard. As part of the project for the County, Bolander is required to recycle the concrete and asphalt from the old road and use it as the base for the new road. The current City Code does not have any provisions to allow for any type of crushing outside of a Sand and Gravel operation. Since this is a temporary project, it was determined that the best way to approach would be to amend the City Code to allow temporary crushing as an interim use and then process an interim use permit for this particular road construction project.

The location would be on a portion of the future Heritage Park site. The Park and Rec Director has been coordinating the location and logistics of this particular request with Bolander. Crushing for the project must be complete by November 15, 2009 and any remaining stockpile must be removed and the site regarded and tested no later than June 30, 2010.

**ANALYSIS**

The draft language of the ordinance would allow crushing of concrete or asphalt on a temporary basis when associated with a public road construction project. The crushing must occur within close proximity to the project site and would be limited to standard construction hours of 7:00 to 7:00 M-F. Any crushing must cease within 30 days of completion of the project and the material being crushed must come from the same construction project and must be used in the same construction project.

Planning Staff Recommends approval of the Ordinance Amendment and Interim Use Permit with the condition listed on the attached resolution.

Planning Commission Also recommended approval of the requests (8-0)

September 22, 2008  
Council Memo – Bolander and Sons  
Page 2

Parks and Recreation Not applicable.

Attachments: Ordinance Amendment  
Interim Use Permit Resolution  
Planning Commission Recommendation  
Planning Report

**CITY OF INVER GROVE HEIGHTS**

**DAKOTA COUNTY, MINNESOTA**

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE AMENDING CITY CODE 515. 80. SUBD. 38. INTERIM USES, TO  
ALLOW THE TEMPORARY CRUSHING OF CONCRETE OR ASPHALT AGREGATE  
ASSOCIATED WITH PUBLIC ROAD CONSTRUCTION**

The City of Inver Grove Heights hereby ordains as follows:

**SECTION I. AMENDMENT.** Section 515.80 Subd. 38. **Interim Uses**. B. Listing of Interim Uses is hereby amended to add the following:

7. The crushing of concrete or asphalt shall be allowed on a temporary basis associated with a public road construction project subject to the following:
  - a) The crushing and any staging areas shall occur at or near the public road construction project site, but in no case shall be located more than 1/8 mile from the construction project.
  - b) Crushing shall occur only between the hours of 7:00 a.m. and 7:00 p.m. Monday through Friday.
  - c) The crushing of the material shall cease within 30 days of completion of the project.
  - d) The concrete or asphalt being crushed must come from the same public road construction project and must be reused on the same public road construction project.

**SECTION II. 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

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

Ayes:

Nays:

Attest:

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

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

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

RESOLUTION APPROVING AN INTERIM USE PERMIT TO ALLOW FOR THE TEMPORARY CRUSHING OF CONCRETE OR ASPHALT AGGREGATE FOR THE CONCORD BOULEVARD ROAD RECONSTRUCTION PROJECT

CASE NO. 08-43IUP  
(Bolander and Sons)

**WHEREAS**, an application for an Interim Use Permit has been submitted for property legally described as the following;

**SEE EXHIBIT A**

**WHEREAS**, the aforescribed property is currently zoned A, Agricultural;

**WHEREAS**, all interim use permits are subject to the criteria listed in City Code Section 515.40, Subd. 4, regarding consistency with the Comprehensive Plan, conformity with the Zoning Ordinance and compatibility with adjacent properties, among other criteria;

**WHEREAS**, a public hearing concerning the Interim Use Permit was held before the Inver Grove Heights Planning Commission in accordance with Minnesota Statutes, Section 462.357, Subdivision 3 on September 2, 2008;

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS**, that an Interim Use Permit to allow for the temporary crushing of concrete or asphalt aggregate for the Concord Boulevard road reconstruction project is hereby granted for the aforescribed property, subject to the following conditions:

1. The location of the crushing recycling stockpile shall be as shown on the site plan dated 8-26-08, on file with the Planning Department.

2. Braun shall conduct a pre and post soil test to insure no contamination occurred from the stockpiled material. If any issues were found, Bolander shall be responsible to restore the site to pre-stockpile conditions.
3. After the project is complete, but no later than June 30, 2010, Bolander shall restore the area to pre-existing conditions to the satisfaction of the Director of Parks and Recreation.
4. Appropriate dust control measures as per standard construction practices shall be followed at all times.
5. Crushing of concrete or asphalt aggregate shall be allowed only between the hours of 7:00 a.m. to 6:00 p.m., Monday - Friday.
6. Crushing shall cease when the project is complete, but in no case shall crushing extend beyond November 15, 2009.
7. Any remaining stockpiled recycled material shall be removed from the site no later than June 30, 2010.
8. Access to and from the site shall occur only on the access road that intersects 65<sup>th</sup> Street.
9. This interim use permit shall expire on June 30, 2010.

**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 \_\_\_\_\_ day of \_\_\_\_\_, 2008.

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

Ayes:

Nays:

ATTEST:

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

EXHIBIT A



LEGAL DESCRIPTION  
6701 River Road  
Inver Grove Heights, MN

Pt NW  $\frac{1}{4}$  Beg at Pt of Int of S L N  $\frac{1}{2}$  of N  $\frac{1}{2}$  Of NW  $\frac{1}{4}$  with W L of N&S Alley Block 30 Inver Grove Factory Addition, Dakota County, Minnesota, Prod N thence W along S L 350ft M/L to E'y L CRI&P RR thence NW'y along E L 600 Ft M/L to NL Section 2 E along N L 560 ft to Int with W L of N & S Alley Block 30 S to Beg lying North of 65<sup>th</sup> Street, Section 2, Township 27, Range 22, as shown by the records of the County Treasurer of said County.

**RECOMMENDATION TO  
CITY OF INVER GROVE HEIGHTS**

**TO:** Mayor and City Council of Inver Grove Heights  
**FROM:** Planning Commission  
**DATE:** September 2, 2008  
**SUBJECT:** **BOLANDER – CASE NO. 08-43IUP**

**Reading of Notice**

Commissioner Simon read the public hearing notice to consider the request for an Ordinance Amendment to Ordinance No. 1088 establishing Interim Uses to allow the temporary crushing of concrete or asphalt aggregate associated with a public road construction, and an Interim Use Permit to allow for the temporary crushing of material for the Concord Boulevard reconstruction project. 32 notices were mailed.

**Presentation of Request**

Allan Hunting, City Planner, explained the request as detailed in the report. He advised that the applicants are working on the reconstruction of Concord Boulevard. As part of the project, Bolander is required to recycle the concrete and asphalt from the old road surface for the road base of the new road. Mr. Hunting advised that currently concrete crushing is only allowed as part of a Sand and Gravel Operation or as specifically approved as part of an Interim Use Permit. After discussions with the City Attorney, it was determined that the best way to process this would be by interim use. In order to accomplish that the ordinance must be amended as well to allow for the temporary crushing of concrete or asphalt aggregate associated with public road construction as an interim use. Mr. Hunting advised that the proposed site is located on City owned land that will ultimately be used for the Heritage Park project. He advised that the Concord Boulevard road reconstruction is scheduled to take place in four segments, and therefore there would essentially be four periods of crushing. Staff recommends approval of the request with the conditions listed in the report.

Chair Bartholomew asked for clarification regarding satisfaction of the conditions of approval, to which Mr. Hunting replied that Eric Carlson, the City's Director of Parks and Recreation, would work with Bolander & Sons to ensure that all the criteria were met.

Commissioner Schaeffer referred to the letter from Mr. O'Gara offering to leave some of the material in place, and asked if that would be a benefit to the City for the future park.

Mr. Hunting stated Mr. O'Gara has been working with Eric Carlson regarding the agreement and therefore would be better suited to answer that question.

**Opening of Public Hearing**

The applicant, Rick O'Gara, 251 Starkey Street, St. Paul, stated he was available to answer any questions.

Chair Bartholomew asked if the applicant was in agreement with the conditions listed in the report, to which Mr. O'Gara replied in the affirmative.

Commissioner Schaeffer asked the applicant to address his offer to take recycled material from other areas of the city if necessary to help with the Heritage Park project.

Mr. O'Gara clarified they would accept materials free of charge from other City projects, but not from other haulers. He stated they were also doing some work for the City (bringing in fill, etc.) to help solve some of the contamination issues on the north end of Heritage Park.

**Planning Commission Recommendation**

Motion by Commissioner Simon, second by Commissioner Schaeffer, to approve the request for an Ordinance Amendment to Section 515.80 Subd. 38 Interim Uses, to allow the temporary crushing of concrete or asphalt aggregate associated with public road construction as an interim use, and an Interim Use Permit to allow for the temporary crushing of concrete or asphalt aggregate for the Concord boulevard reconstruction project, for the property located on the east side of Concord Boulevard, north of 65<sup>th</sup> Street, with the conditions listed in the report.

Motion carried (9/0). This matter goes to City Council on September 22, 2008.

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

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**REPORT DATE:** August 28, 2008

**CASE NO:** 08-43IUP

**APPLICANT:** Carl Bolander and Sons

**PROPERTY OWNER:** City of Inver Grove Heights

**REQUEST:** Zoning Code Amendment to Interim Uses and an Interim Use Permit

**HEARING DATE:** September 2, 2008

**LOCATION:** East side of Concord Boulevard, north of 65<sup>th</sup> Street

**COMPREHENSIVE PLAN:** Park

**ZONING:** A, Agricultural

**REVIEWING DIVISIONS:** Planning  
Engineering  
Fire Marshal

**PREPARED BY:** Allan Hunting  
City Planner

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**BACKGROUND**

The applicant is requesting an Interim Use Ordinance Amendment and Interim Use Permit to allow for the crushing of concrete and asphalt associated with the reconstruction of Concord Boulevard. Carl Bolander and Sons will be doing the road construction work for the County. As part of the project, Bolander is required to recycle the concrete and asphalt from the old road surface for the road base of the new road.

Currently, concrete crushing is only allowed as part of Sand and Gravel Operation or as specifically approved as part of an Interim Use Permit. The City Council approved an Interim Use Permit for concrete and asphalt crushing for Ace Blacktop, located on Dickman Trail. The City does not have any provisions to address crushing material when associated with a public road construction project. After discussions with the City Attorney, it was determined that the best way to process would be by interim use. That way, the Council can attach specific conditions to a particular project and the permit would expire when the construction projects ends.

The specific requests consist of the following:

- a) An **Ordinance Amendment** to Section 515.80. Subd. 38. Interim Uses, to allow the temporary crushing of concrete or asphalt aggregate associated with public road construction as an interim use.

- b) An **Interim Use Permit** to allow for the temporary crushing of concrete or asphalt aggregate for the Concord Boulevard reconstruction project.

## **EVALUATION OF THE REQUEST**

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

North Contractor's yard; zoned I-2; guided GI

East Trucking operation, vacant; zoned I-2; guided GI

West Landfill; zoned I-2; guided GI

South Vacant, industrial development; zoned I-2; guided GI

## **ZONING CODE AMENDMENT**

The amendment proposed would be an addition to the allowed interim uses which would include allowing crushing of concrete or asphalt when it is part of a public street project. This could be a local city street, county road or state highway. Staff has prepared an ordinance amendment which would allow crushing on a temporary basis provided the crushing is in close proximity to the construction project, hours of operation are limited and the crushing shall cease within 30 days of completion of the project. Any request for temporary crushing would require an interim use permit which is like a conditional use permit, requiring a public hearing and City Council approval. Specific details of the project and location would be reviewed and any special conditions could be added to each individual interim use permit.

In most cases, crushing with a road project would be short term and most likely occur in intervals during the road project. There would not be continual daily crushing. Staff feels an amendment is reasonable and should be allowed as a means to recycle the old road surface and allow its use in the new construction project.

## **INTERIM USE PERMIT REVIEW**

The applicant has provided a narrative which provides an explanation of the crushing request and how it relates to the road improvement project. The Concord Boulevard road reconstruction is scheduled to take place in four segments. At the beginning of each segment, the existing road would be torn up and stockpiled on the proposed site. All of the crushing for each phase would be done over a 7-10 day period with hours of 7:00 a.m. to 6:00 p.m. The road project is expected to be completed by the end of construction season, 2009. The applicant is requesting the stockpile be allowed to remain until June, 2010 in case there is any delays during construction.

The proposed site is located on City owned land that will ultimately be used for the Heritage Park project. The City has begun improving the site by placing fill on top of the existing grade to address the contaminated soils from the old railway switching station. The stockpile area would be located in an area, south of where the foundation is of the old roundhouse building. Eric Carlson, Park and Recreation Director, has been working with Bolander on an acceptable location for the site. Eric has reviewed the plans and finds the location to be acceptable. It does not interfere with the construction of the Mississippi River Regional Trail that will begin construction soon.

Braun-Intertec, who has also done some work with the original testing of the soils on the property has reviewed the request and has noted that testing of soils will be required after the stockpile has been removed. Bolander would create a working pad over the approved top soil cover on the site. After the stockpile has been removed, Braun would do a post soil test to insure no contamination occurred from the stockpiled material. If any issues were found, Bolander would be responsible to restore the site to pre-stockpile conditions.

Access. Access to the stockpile area would be via one entrance onto 65<sup>th</sup> Street. All of the vehicles coming and going would go through this one access point. The access road is in place and currently being used for hauling other fill onto the site.

Engineering. Engineering had no specific concerns and just recommended that the standard conditions relating to dust, hours of operation, restoration of the site be included as conditions of approval. The conditions included address these concerns.

## **ALTERNATIVES**

The Planning Commission has the following actions available on the following requests:

- A. Approval.** If the Planning Commission finds the application to be acceptable, the following action should be taken:
- o Approval of an **Ordinance Amendment** to Section 515.80. Subd. 38. Interim Uses, to allow the temporary crushing of concrete or asphalt aggregate associated with public road construction as an interim use.
  - o Approval of an **Interim Use Permit** to allow for the temporary crushing of concrete or asphalt aggregate for the Concord Boulevard reconstruction project subject to the following conditions:
    1. The location of the crushing recycling stockpile shall be as shown on the site plan dated 8-26-08, on file with the Planning Department.

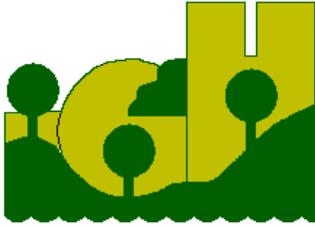
2. Braun shall conduct a pre and post soil test to insure no contamination occurred from the stockpiled material. If any issues were found, Bolander shall be responsible to restore the site to pre-stockpile conditions.
3. After the project is complete, but no later than June 30, 2010, Bolander shall restore the area to pre-existing conditions to the satisfaction of the Director of Parks and Recreation.
4. Appropriate dust control measures as per standard construction practices shall be followed at all times.
5. Crushing of concrete or asphalt aggregate shall be allowed only between the hours of 7:00 a.m. to 6:00 p.m., Monday - Friday.
6. Crushing shall cease when the project is complete, but in no case shall crushing extend beyond November 15, 2009.
7. Any remaining stockpiled recycled material shall be removed from the site no later than June 30, 2010.
8. Access to and from the site shall occur only on the access road that intersects 65<sup>th</sup> Street.
9. This interim use permit shall expire on June 30, 2010.

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

### **RECOMMENDATION**

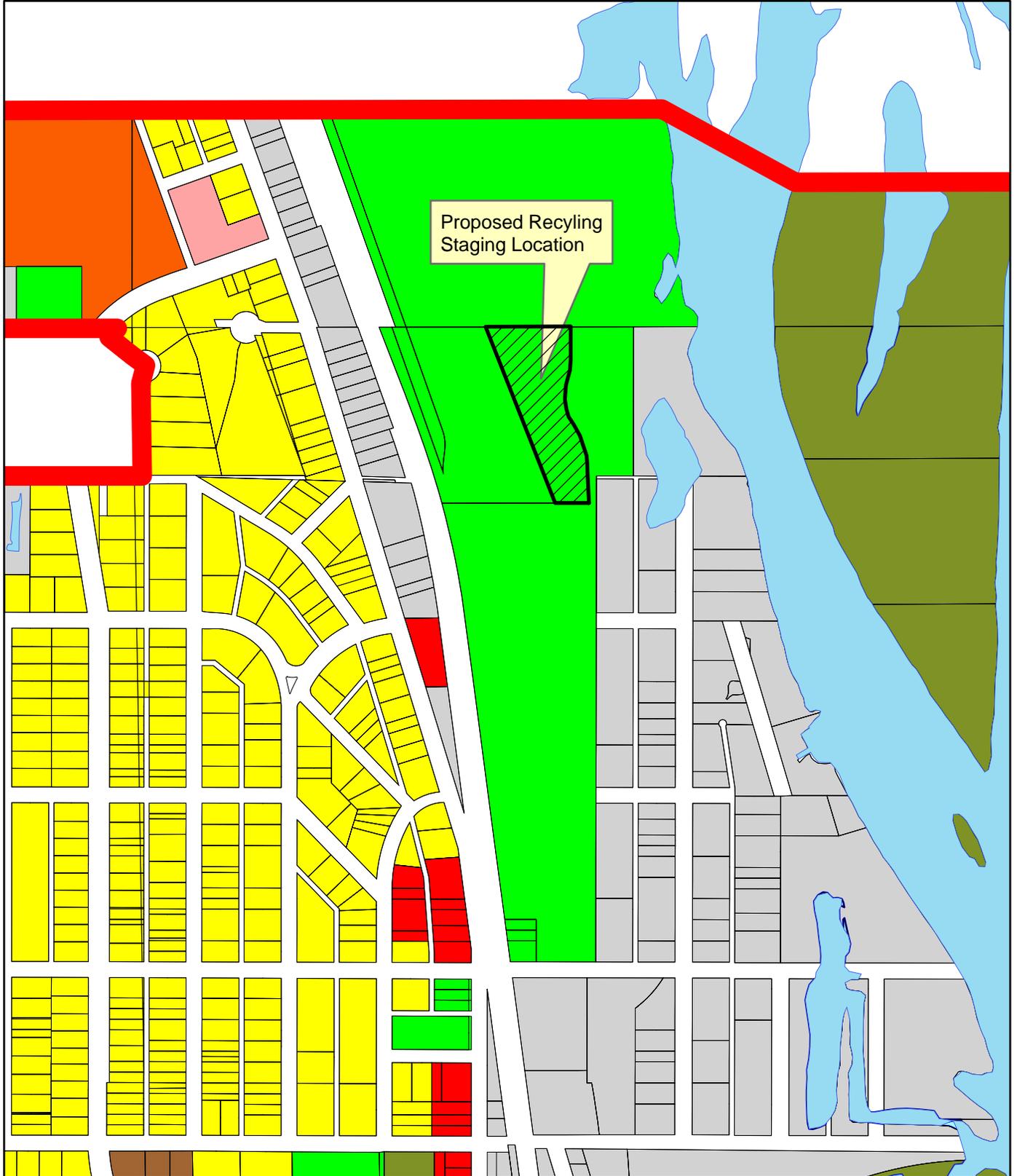
Staff is in support of amending the ordinance to allow for temporary crushing of material associated with a public road construction project. The City should provide a means for this type of recycling of material for road construction projects. Staff also recommends approval of the Interim Use Permit with the conditions listed.

Attachments: Location Map  
Applicant Narrative  
Site Plan  
Proposed Ordinance Amendment



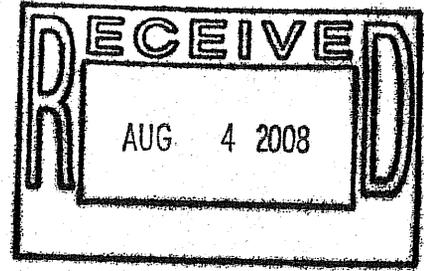
Inver Grove Heights

# Location Map Case No. 08-43IUP



August 1, 2008

Alan Hunting  
City Planning  
City of Inver Grove Heights  
8150 Barbara Ave.  
Inver Grove Heights, MN 55077



RE: Interim Use Permit for Recycling Area related to Concord Street Reconstruction

Dear Mr. Hunting,

Carl Bolander & Sons, Inc. (CBS) will be conducting construction activities for the CSAH 56 Concord Street Reconstruction Project. As a part of the project, CBS will be required to recycle concrete and asphalt to be used as road-base for the reconstruction.

Due to narrow right-of-ways, it will be necessary for CBS to utilize a nearby site to conduct recycling operations. CBS is requesting to use a portion of nearby City-owned property as the recycling area, shown as the hatched-marked area on the attached Exhibit A. We are currently in the process of providing fill to the City-owned property to bring the area to the required grades at no cost to the City. This recycling area will be kept in a neat and orderly condition throughout the project and appropriate measures will be taken to control dust. Upon completion of operations, the area will be restored to pre-existing conditions or the gravel base could be left in place should the City desire. During the time we are using the recycling area, we would offer free disposal of clean concrete, sidewalk, curb, or paving from any City projects.

The project will begin in November 2008 and will last through the end of the 2009 construction season. The project will be performed in 4 phases. Each phase will consist of stockpiling materials needing to be recycled. Next, recycling equipment will be mobilized and will operate for approximately 7-10 days, from 7:00 am to 6:00 pm. Then, the recycled material will then be moved offsite to the roadway project to be utilized. This sequence will occur during each of the 4 phases. Any remaining stockpiles of recycled materials will be removed the end of June 2010.

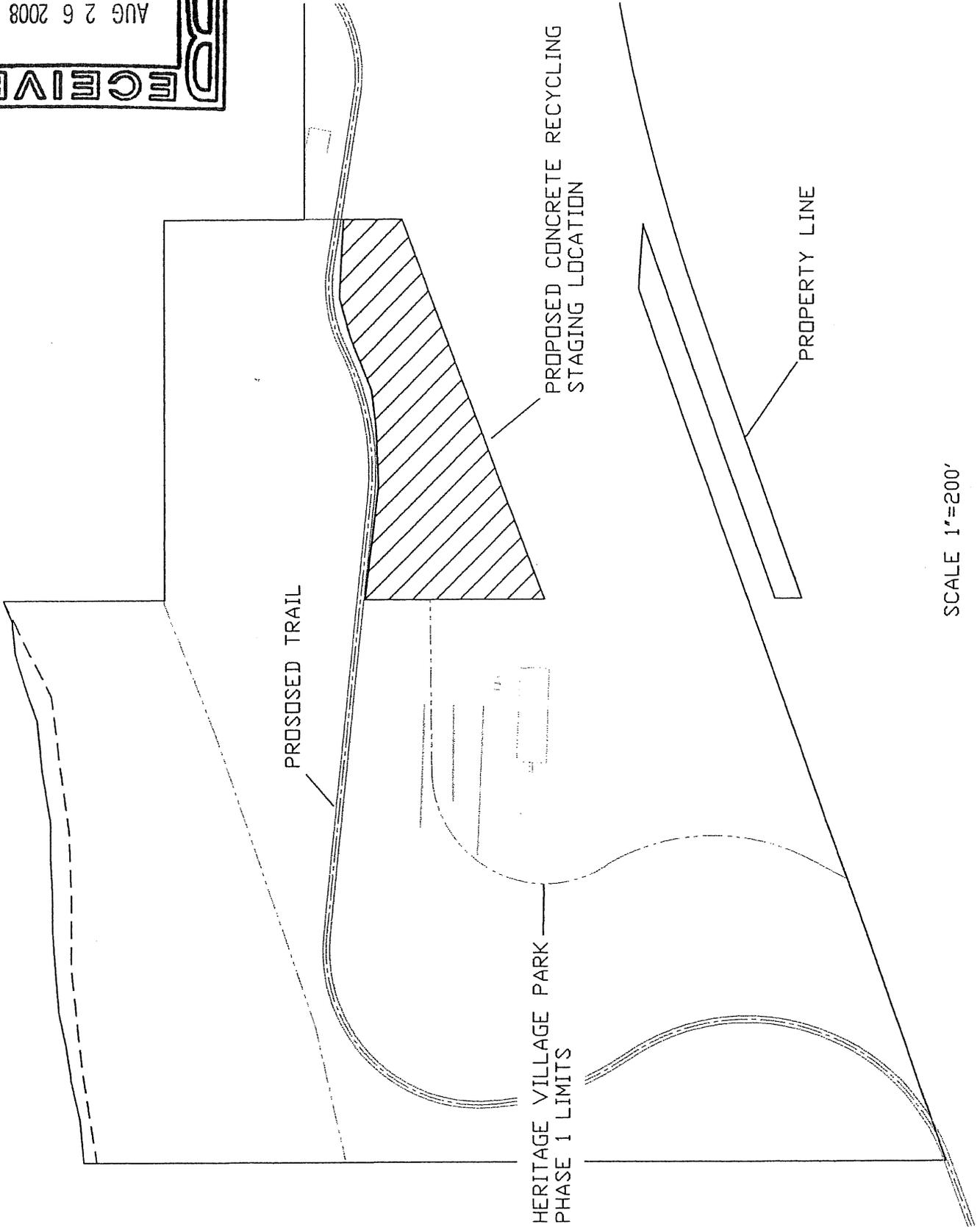
Traffic to and from the recycling area will occur on the access road as shown on Exhibit A.

We look forward to performing the project work and believe this environmentally sensible use of materials is important for the conservation of aggregate resources. Please contact me if you have any questions at 651-224-6329.

Sincerely,

A handwritten signature in cursive script that reads "Richard O'Gara".

Richard O'Gara  
CEO



SCALE 1"=200'

**CITY OF INVER GROVE HEIGHTS**

**DAKOTA COUNTY, MINNESOTA**

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE AMENDING CITY CODE 515. 80. SUBD. 38. INTERIM USES, TO  
ALLOW THE TEMPORARY CRUSHING OF CONCRETE OR ASPHALT AGREGATE  
ASSOCIATED WITH PUBLIC ROAD CONSTRUCTION**

The City of Inver Grove Heights hereby ordains as follows:

**SECTION I. AMENDMENT.** Section 515.80 Subd. 38. **Interim Uses.** B. Listing of Interim Uses is hereby amended to add the following:

6. The crushing of concrete or asphalt shall be allowed on a temporary basis associated with a public road construction project subject to the following:
  - a) The crushing and any staging areas shall occur at or near the public road construction project site, but in no case shall be located more than 1/8 mile from the construction project.
  - b) Crushing shall occur only between the hours of 7:00 a.m. and 7:00 p.m. Monday through Friday.
  - c) The crushing of the material shall cease within 30 days of completion of the project.
  - d) The concrete or asphalt being crushed must come from the same public road construction project and must be reused on the same public road construction project.

**SECTION II. 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

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

Ayes:

Nays:

Attest:

\_\_\_\_\_  
Melissa Rheume, Deputy Clerk

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

**STONEHENGE USA;** Property located on the west side of Clark Road, north of 117<sup>th</sup> Street.

Meeting Date: September 22, 2008  
Item Type: Regular Agenda  
Contact: Allan Hunting 651.450.2554  
Prepared by: Allan Hunting, City Planner  
Reviewed by:

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

**PURPOSE/ACTION REQUESTED**

Consider the following actions for property located on the west side of Clark Road, north of 117<sup>th</sup> Street:

- a) First Reading of an **Ordinance Amendment** to City Code Section 1500.13, Subd. 6 and Section 1105 relating to Junk Vehicles and Auto Auction Sales.  
Requires 3/5th's vote.

- 60-day deadline: N/A

**SUMMARY**

The City Council approved the request for the auto auction sales facility on August 25, 2008. At the time of approval, it was determined that the issue of junk vehicles must be addressed as it relates to this project so there are no conflicts between the junk vehicle ordinance and the storage of vehicles on the auto auction site for longer than 30 days. Staff and the City Attorney have prepared an ordinance amendment for Council action.

**ANALYSIS**

The draft ordinance changes language such that it is permissible to store a junk vehicle or junk car outside of a building at a city approved auto auction sales facility with outdoor storage. Staff is presenting the action as a first reading of the ordinance. Because this topic has been discuss in general with the approval of the auto auction facility, and it was discussed that an ordinance amendment was needed, Council may want to approve the amendment in less than three readings.

Planning Staff Recommends approval of the Ordinance Amendment.

Planning Commission Not applicable.

Parks and Recreation Not applicable.

Attachments: Ordinance Amendment

**CITY OF INVER GROVE HEIGHTS**

**DAKOTA COUNTY, MINNESOTA**

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE AMENDING INVER GROVE HEIGHTS CITY CODE, SECTION 1500.13,  
SUBD. 6 AND SECTION 1105 RELATING TO JUNK VEHICLES  
AND AUTO AUCTION SALES**

The City Council of the City of Inver Grove Heights hereby ordains as follows:

**SECTION 1. AMENDMENT.** Inver Grove Heights City Code Section 1500.13, Subd. 6 is hereby amended to read as follows:

**Subd. 6**        **Junk Vehicles.** Responsible Parties shall not keep a Junk Vehicle on the Property outside of a Building and must not allow a Junk Vehicle to be stored, located or placed on the Property outside of a Building. This Section 1500.13, Subd. 6 does not apply to a location approved by the City as a conditional use for Auto Auction Sales With Open Storage.

**SECTION 2. AMENDMENT.** Inver Grove Heights City Code Section 1105 is hereby amended to add Section 1105.21 to read as follows:

**1105.21**        **Exception.** Notwithstanding anything to the contrary in this Section 1105, this Section 1105 shall not apply to a business or a location approved by the City as a conditional use for Auto Auction Sales With Open Storage.

**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 22<sup>nd</sup> day of September, 2008.

Ayes \_\_\_\_\_

Nays \_\_\_\_\_

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

Attest:

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

**CITY OF INVER GROVE HEIGHTS**

**REQUEST FOR COUNCIL ACTION**

**Wade and Jessica Short / Short Dance Studios - Case No. 08-44V**

Meeting Date: September 22, 2008  
 Item Type: Regular  
 Contact: Heather Botten 651.450.2569  
 Prepared by:  Heather Botten, Associate Planner  
 Reviewed by: Planning

**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 following actions for the property located at 9295 Concord Boulevard:

- a) A Resolution relating to a **Variance** from minimum lot size in the A, Agricultural zoning district for Outlot A, Short Properties.
  - Requires a 3/5<sup>th</sup>'s vote.
  - 60-day deadline: October 17, 2008 (1<sup>st</sup>60-days)
  
- b) Consider withdrawal of an **Ordinance Amendment** Rezoning Outlot A, Short Properties to B-3, General Business, or consider an **Ordinance Amendment** Rezoning Outlot A, Short Properties to B-3, General Business if Variance request is denied.
  - Requires a 4/5<sup>th</sup>'s vote
  - 60-day deadline: October 14, 2008 (2<sup>nd</sup> 60-days)

**SUMMARY**

On August 25, 2008 the City Council approved the plat of Short Properties. The ordinance amendment is City initiated since, at that time, staff recommended rezoning Outlot A to B-3, General Business. The property owner would like this property to remain Agricultural, until future development of the outlot takes place. The City Council tabled the action of the rezoning of Outlot A in order for the Planning Commission to hold a public hearing on the variance request.

The City has two options: 1) Approve the Variance from the minimum lot size and withdraw the city initiated Ordinance Amendment, which is what the applicant favors, or 2) Approve the Ordinance Amendment rezoning the Outlot to B-3, General Business and denial of the Variance request.

The Outlot is .65 acres in size, not meeting the minimum 5 acre lot size requirements for Agricultural zoning. Therefore a variance would need to be approved if the property is to remain Agricultural. Retaining the existing Agricultural zoning would be consistent with the Zoning Code and it would not be inconsistent with the intent of the Comprehensive Plan provided restrictions on future development are in place. Furthermore, the wetland, topography, and configuration of the lot caused the applicants to plat the property in a manner that created a small remnant of property that requires a variance.

The property is guided Community Commercial. A concept plan was submitted to the City during the platting process demonstrating future commercial development on Outlot A, consistent with the Comprehensive Plan. Staff is recommending, if the variance is approved, the property owners enter into a No Build agreement with the City that states the owner understands that no construction or development can occur on the Outlot until it is re-platted and re-zoned to a zoning district other than Agricultural. The applicant is agreeable to such agreement.

Planning Staff: After review of the variance request staff recommends approval of the request with the conditions listed in the attached resolution. Staff also recommends withdrawal of the Ordinance Amendment to rezone Outlot A to B-3 General Business.

Planning Commission: Recommended approval of the variance request at their September 16, 2008 meeting (5-2).

Park and Rec Commission: N/A

Exhibits:           Variance Resolution  
                          No Build Agreement  
                          Planning Commission Minutes from 9/16/08  
                          Planning Report

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

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

**RESOLUTION APPROVING A VARIANCE TO CREATE A PARCEL THAT DOES NOT MEET THE  
MINIMUM LOT SIZE REQUIREMENTS IN AN AGRICULTURAL DISTRICT**

**CASE NO. 08-44V  
(Short)**

Property legally described as follows:

Outlot A, Short Properties, according to the recorded plat thereof, on file and of record in the office of the Dakota County Registrar of Titles

**WHEREAS**, an application has been received for a Variance to allow a lot size to be less than five acres;

**WHEREAS**, the aforescribed property is zoned A, Agricultural;

**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 September 16, 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 hardship is based on the fact that no construction can take place on the site with the agricultural zoning. Retaining the existing agricultural zoning would be consistent with the zoning of the properties south and east. Furthermore, the wetland, topography, and configuration of the lot caused the applicants to plat the property in a manner that created a small remnant of property that requires a variance;

**WHEREAS**, a concept plan has been submitted demonstrating future commercial development of Outlot A, that is consistent with the Comprehensive Plan.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS,** that a Variance from the minimum lot size for Outlot A, Short Properties is hereby approved subject to the following conditions:

1. The site shall be developed in substantial conformance with the plat on file with the Planning Department.
2. A No Build Agreement shall be entered into between the property owner and City stating that no construction or development can occur on the site until it is re-platted and re-zoned to a zoning district other than Agricultural.

**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 22<sup>nd</sup> day of September, 2008.

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

Ayes:

Nays:

ATTEST:

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

**NO BUILD  
AGREEMENT**

**THIS AGREEMENT**, made this \_\_\_\_ day of \_\_\_\_\_, 2008, between James G. Short and Patricia G. Short, husband and wife, hereafter individually and collectively defined as “OWNER”, and the City of Inver Grove Heights, a municipal corporation organized under the laws of the State of Minnesota, hereinafter referred to as the “CITY.”

**RECITALS**

**WHEREAS**, the Real Property (hereafter “PROPERTY”) referred to in this AGREEMENT is located in Inver Grove Heights, Dakota County, Minnesota and is legally described as follows:

Outlot A, Short Properties, according to the recorded plat thereof, on file and of record in the office of the Dakota County Registrar of Titles.

**WHEREAS**, OWNER has platted Outlot A as part of the plat of Short Properties. Under the City Ordinances, an outlot may not be built upon until it is re-platted.

**WHEREAS**, the current zoning of Outlot A is Agricultural. The size of Outlot A does not meet the minimum lot size requirements for the Agricultural Zoning District.

**WHEREAS**, the OWNER understands that no construction or development can occur on Outlot A until Outlot A is re-platted and re-zoned to a zoning district other than Agricultural.

**NOW THEREFORE**, in consideration of the plat approval for the plat of Short Properties (hereafter “PLAT”) being provided by the CITY, OWNER and the CITY hereby agree as follows:

**SECTION 1.**  
**OWNER'S COVENANTS**

- 1.1 The OWNER agrees that the OWNER will retain ownership of the PROPERTY until the PROPERTY is re-platted and until the PROPERTY is re-zoned to a zoning district other than Agricultural.
- 1.2 The OWNER agrees that no construction or development shall occur on the PROPERTY and no structure shall be placed on the PROPERTY until the PROPERTY is re-platted and until the PROPERTY is re-zoned to a zoning district other than Agricultural.
- 1.3 The OWNER agrees that this AGREEMENT shall apply to and bind every successor in interest and shall run with the PROPERTY.

**SECTION 2.**  
**CITY'S COVENANTS**

- 2.1 The CITY agrees that the CITY will provide a release of this AGREEMENT after the PROPERTY has been re-platted and has been re-zoned to a zoning district other than Agricultural.
- 2.2 The CITY agrees to allow the plat of Short Properties to be recorded, subject to the conditions contained in the Improvement Agreement between the parties dated August 25, 2008.

**IN WITNESS WHEREOF**, OWNER and the CITY have executed this AGREEMENT this \_\_\_\_ day of \_\_\_\_\_, 2008. The OWNER and CITY agree that 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.

**CITY OF INVER GROVE HEIGHTS**

By: \_\_\_\_\_  
George Tourville  
Its: Mayor

ATTEST:

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

STATE OF MINNESOTA    )  
  )        ss.  
COUNTY OF DAKOTA    )

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

\_\_\_\_\_  
Notary Public

**OWNER  
JAMES SHORT AND PATRICIA SHORT**

By: \_\_\_\_\_  
James G. Short

By: \_\_\_\_\_  
Patricia G. Short

STATE OF MINNESOTA    )  
  )  
COUNTY OF DAKOTA    )        ss.

On this \_\_\_\_ day of \_\_\_\_\_, 2008, before me a Notary Public within and for said County, personally appeared James G. Short and Patricia G. Short, husband and wife, to me personally known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

\_\_\_\_\_  
Notary Public

**THIS INSTRUMENT DRAFTED BY:**

Timothy J. Kuntz  
LeVander, Gillen, & Miller, P.A.  
633 South Concord Street  
Suite 400  
South St. Paul, MN 55075  
(651) 451-1831

**AFTER RECORDING PLEASE  
RETURN TO:**

Timothy J. Kuntz  
LeVander, Gillen & Miller, P.A.  
633 South Concord Street  
Suite 400  
South St. Paul, MN 55075  
(651) 451-1831

**RECOMMENDATION TO  
CITY OF INVER GROVE HEIGHTS**

**TO:** Mayor and City Council of Inver Grove Heights  
**FROM:** Planning Commission  
**DATE:** September 16, 2008  
**SUBJECT:** **SHORT DANCE STUDIO – CASE NO. 08-44V**

**Reading of Notice**

Commissioner Hark read the public hearing notice to consider the request for a variance to the minimum lot size in the A, Agricultural Zoning District, for the property located at 9295 Old Concord Boulevard. 76 notices were mailed.

**Presentation of Request**

Heather Botten, Associate Planner, explained the request as detailed in the report. She advised that the City Council approved a plat for the property on August 25. At that time staff recommended rezoning Outlot A to B-3, General Business. The property owner would like this property to remain Agricultural until future development of the outlot takes place. Ms. Botten advised that the outlot is .65 acres in size, not meeting the five acre minimum lot size requirement for Agricultural zoning. Therefore a variance would need to be approved if the property is to remain zoned Agricultural. Staff recommends that, if the variance is approved, the property owners enter into a No Build Agreement stating that no construction or development can occur on the site until it is replatted and rezoned to a zoning district other than Agricultural. Staff recommends approval of the request with the conditions listed in the report.

Chair Bartholomew asked if the No Build Agreement had been signed yet, to which Ms. Botten replied it would not be signed until receiving Council approval.

Commissioner Wippermann asked what the hardship was.

Ms. Botten advised that the hardship was that the intent of the Zoning Code and the Comprehensive Plan would be met, that the Agricultural zoning could be used for a future holding site per the current Zoning Code, and that due to the configuration of the plat the outlot could not be combined with Lot 1.

Commissioner Schaeffer asked why the variance was necessary since the property was currently zoned Agricultural.

Ms. Botten replied that as a result of the property being platted into three separate lots, the outlot did not meet the five acre minimum for the Agricultural District. She added that the applicants received a variance from lot size for Lot 1 at the time of platting.

**Opening of Public Hearing**

The applicant, Wade Short, 7595 Cahill Court, stated he was available to answer any questions.

Chair Bartholomew asked the applicant if he was agreeable to the proposed No Build Agreement, to which Mr. Short replied in the affirmative.

Commissioner Hark asked if the primary reason for this request was for tax purposes.

Mr. Short replied that it was, and that the property owner would now have to pay more taxes than he was originally paying for an outlot that was undevelopable. He added that at the request of the Planning Commission, however, they changed their original plan by moving Lot 2 to the north which forced them to break up the lot. In doing so, they were then forced to either rezone the outlot or get a variance to allow it to remain as it was.

Chair Bartholomew advised the applicant that the Planning Commission could not consider economic considerations as a hardship. He stated in his opinion the hardship was the existing wetland and topography of the lot which caused the applicants to plat the property in this manner, resulting in an odd outlot.

### **Planning Commission Discussion**

Chair Bartholomew stated he supported the request.

Commissioner Wippermann stated that the request appeared to be based on economic considerations and he did not see a valid hardship. Therefore he stated he did not support the request.

Commissioner Hark stated he would be voting against the request as well as he did not see a hardship.

Commissioner Koch stated that a variance could not be based on economic considerations alone, but that she felt there were additional considerations involved such as the hardship imposed upon the property owner by the Planning Commissions' request to modify their original plat.

Commissioner Schaeffer agreed with Commissioner Koch, stating that this request was not based on financial circumstances alone. He stated that because of the difficulty with dealing with the wetland and the applicant's agreement to accommodate the City's request to move the proposed building to the north, he supported the request.

### **Planning Commission Recommendation**

Motion by Commissioner Gooch, second by Commissioner Koch, to approve the request for a variance to create a parcel that does not meet minimum lot size requirements in an Agricultural district with the two conditions listed in the report.

Motion carried (5/2 – Hark, Wippermann). This matter goes to City Council on September 22, 2008.



Comprehensive Plan Consistency The proposed property is guided for Community Commercial. Until future development, Outlot A is planned to be left as agricultural open space. An urban development concept plan has been submitted to show the potential commercial development of Outlot A.

Neighborhood Compatibility The west side of Cahill is developed as commercial. The first commercial development in this neighborhood on the east side of Cahill is the dance studio, which was approved in August.

Urban Development Concept Plan. The applicants submitted an urban development concept plan, also known as a “ghost plat” to demonstrate the potential commercial development on Lot 1 and Outlot A. The proposed building on Outlot A is about 2,100 square feet with 9 parking spaces. If this site was developed as retail the size of the building would have to be reduced a little to meet the minimum parking requirements. Staff is comfortable leaving Outlot A as agricultural until the property owner is ready to develop the property as long as a No Build Agreement is entered into between the property owner and the City.

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

North Single family/future dance studio; zoned A and B-3, guided Community Commercial  
East Single family; zoned A; guided Community Commercial and LDR, Low Density Residential  
West Commercial; zoned Commercial; guided Community Commercial  
South Single family; zoned A; guided Community Commercial

## VARIANCES

As indicated earlier, the applicant is requesting a variance to create a lot that does not meet minimum lot size requirements in the Agricultural district.

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 current zoning of the lot is Agricultural. The lot is platted as an Outlot. To develop this property the lot would have to be final platted. The City is recommending the property owners enter into a No Build agreement with the City that states the owner understands that no construction or development can occur on the Outlot until it is re-platted and re-zoned to a zoning district other than Agricultural.

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

The lot is guided Community Commercial. Approving a variance from minimum lot size to keep the zoning agricultural would not be inconsistent with the intent of the Comprehensive Plan provided restrictions on future development are in place.

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

The land is currently zoned Agricultural. A concept plan has been submitted demonstrating a future commercial development of Outlot A, consistent with the Comprehensive Plan. No construction can take place on the site with the agricultural zoning. Retaining the existing agricultural zoning would be consistent with the zoning of the properties south and east.

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

Economic considerations do appear to be a basis for this request. Rezoning the property to commercial would mean higher taxes for the vacant piece of land.

## **ALTERNATIVES**

The Planning Commission has the following actions available on the following requests:

- A. **Approval.** If the Planning Commission favors the requested Variance, the Commission should recommend approval of the request with at least the following conditions:

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

Final Plat	dated 07/28/08
Urban Development Concept Plan	dated 07/28/08

2. A No Build Agreement shall be entered into between the developer and City stating that no construction or development can occur on the site until it is replatted and re-zoned to a zoning district other than Agricultural.

Hardship: The land is currently zoned Agricultural. A concept plan has been submitted demonstrating a future commercial development of Outlot A, consistent with the Comprehensive Plan. No construction can take place on the site with the agricultural zoning. Retaining the existing agricultural zoning would be consistent with the zoning of the properties south and east.

- 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. .

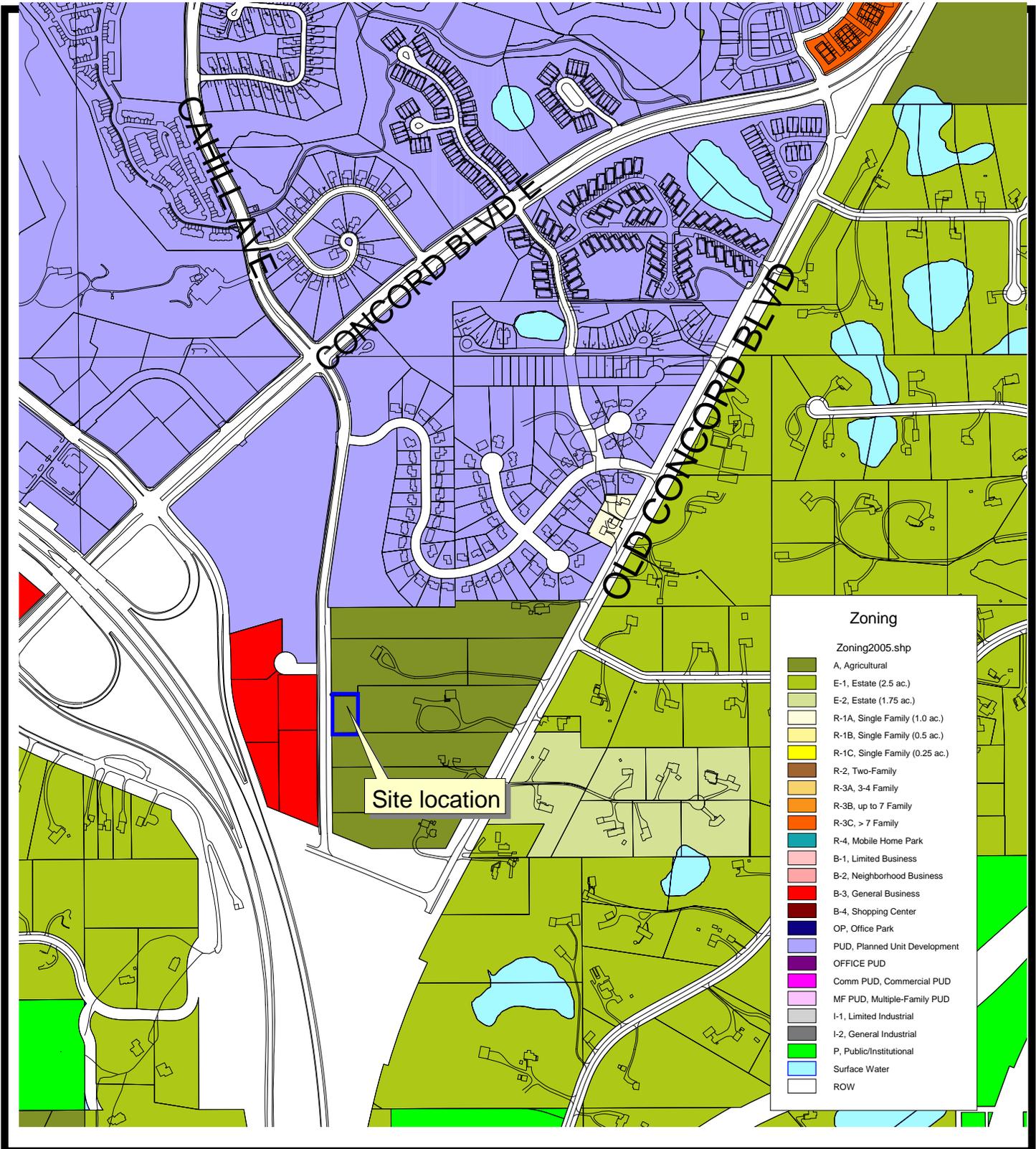
### **RECOMMENDATION**

Based on the information in the preceding report and the rationale listed in Alternative A, staff is recommending approval of the request.

Attachments: Exhibit A – Site/Zoning Map  
Exhibit B – Narrative  
Exhibit C– Plat



# Short Variance



Map is not to scale

Exhibit A  
Zoning and Location Map

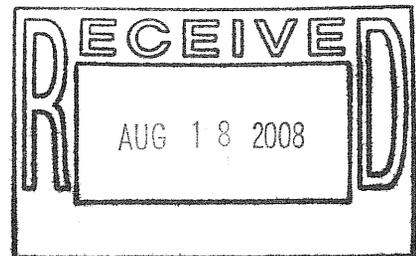
# *Short* Dance Studios Inc.

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August 15th, 2008

The property at 9295 Old Concord Blvd. has a portion of it being purchased and the land that is remaining is currently zoned Agricultural. The staff had stated that it would be rezoned to a B-3 lot at the planning commission meeting on August 6<sup>th</sup>, 2008. We request a variance on the property being changed from an Agricultural to a B-3. Instead, allow the land to remain Agricultural with a signed covenant from the owners that the property will only be developed as a commercial property. This variance would then allow for the city to keep with the intent of the development of this land in the future, and not be a cumbrance to the current owner of the property.

Wade & Jessica Short  
Short Dance Studios Inc.  
shortdancestudios@yahoo.com



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6530 Cahill Ave.  
Inver Grove Heights, MN 55076  
651-552-9778

152 E. 4th St.  
New Richmond, WI 54017  
715-246-2300



**CITY OF INVER GROVE HEIGHTS**

**REQUEST FOR COUNCIL ACTION**

Consider Improvements to the Southern Lakes Trail

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Meeting Date: September 22, 2008  
 Item Type: Regular Agenda  
 Contact: Eric Carlson – 651.450.2587  
 Prepared by: Eric Carlson  
 Reviewed by: Eric Carlson – Parks & Recreation

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

**PURPOSE/ACTION REQUESTED**

Approve hiring ACE Blacktop to pave the trail east of the Southern Lakes subdivision.

<b>Item</b>	<b>Explanation</b>	<b>Cost</b>
ACE	Construction of trail	\$101,248.06
Yaggy Colby	Survey of pipeline easement	\$2,600.00
Contingency		\$10,000
<b>Total</b>		<b>\$113,848.06</b>

The project is funded from the Park Development and Acquisition Fund (Fund 402).

**SUMMARY**

In August the Council asked staff to work with the Koch Pipeline Company to see if we could get agreement on paving the trail that exists in the outlot to the east of the Southern Lakes subdivision.

Staff hired Yaggy Colby to locate the easement and met on site with representatives from Koch. Koch has agreed to allow for the construction of a bituminous trail as shown on the attached diagram. The City will be required to sign an easement encroachment agreement that would include:

- City would be 100% responsible for any maintenance or necessary reconstruction of the trail
- If Koch needs to enter the area and expose their pipeline the City would be 100% responsible to reconstruct the trail

The Southern Lakes Homeowners Association has asked that the City improve the 3,000 lineal feet of trail that lies in a city owned outlot east of the Southern Lakes subdivision. The project includes:

- Installation of silt fence
- Installation of a concrete ADA pedestrian ramp on Alison Way in the vacant outlot
- Installation of 24' of 15" concrete culvert
- Installation of 6" – 15" of class V; 8' – 10' wide from Alison Way to Cliff Road following the existing alignment
- Installation of 3" of bituminous
- Restoration of all disturbed areas

City staff was directed to secured bids for the project and the results of the bids are as follows:

**Paving**

<b>Company</b>	<b>Price</b>
ACE	\$101,248.06
Bituminous Roadway	\$105,546.50
Pine Bend	\$108,093.10

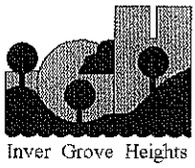
**Class V**

<b>Company</b>	<b>Price</b>
ACE	\$53,416.30
Bituminous Roadway	\$63,820.50
Pine Bend	\$64,643.30

The Park and Recreation Commission reviewed this issue in July and voted 6-1 to improve the trail using Class V.

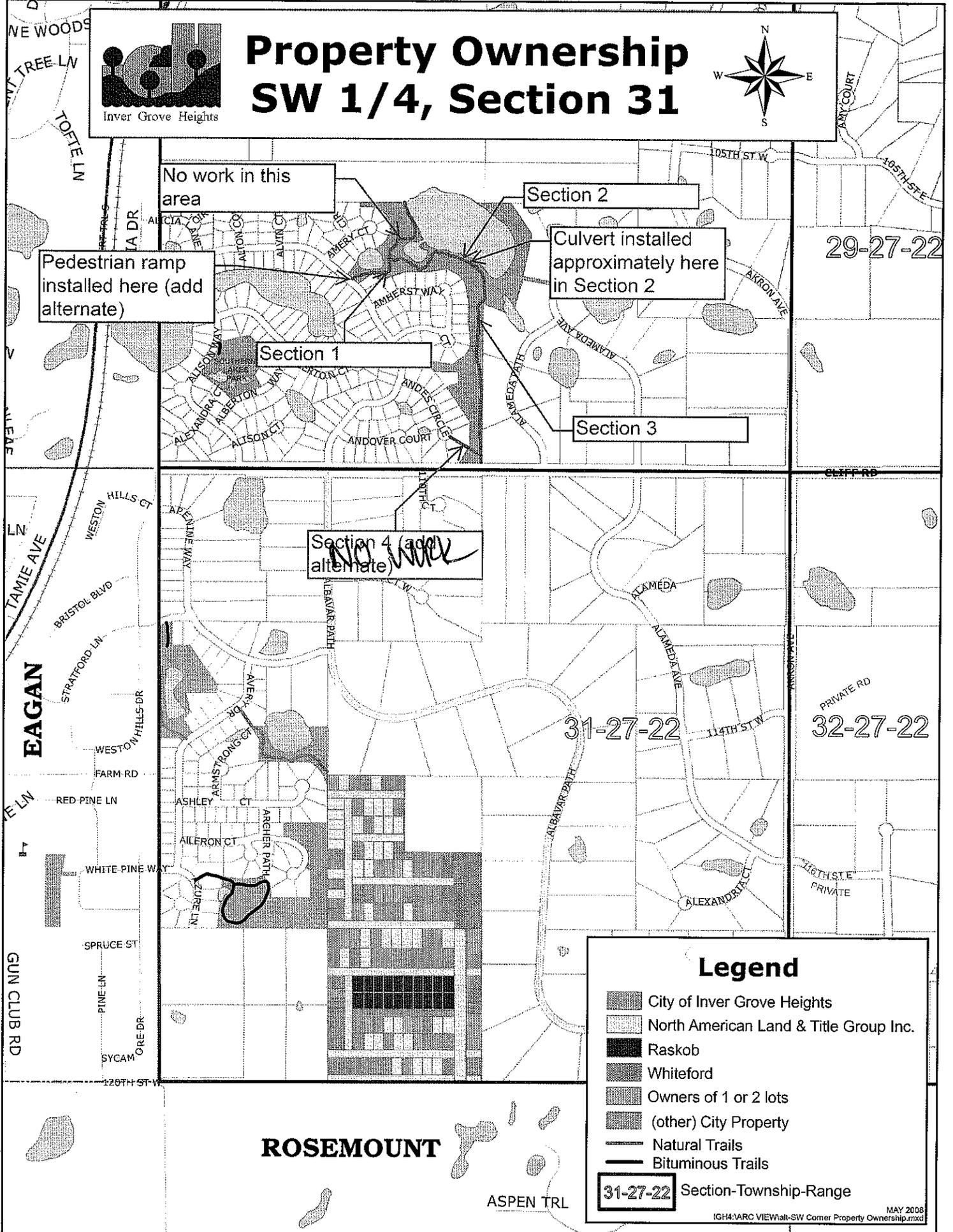
**Note:**

*When the Koch Pipeline easement was located, it was discovered that portions of the pipeline are not actually in the easement. Koch will be redoing the easement description for City approval in the near future.*



Inver Grove Heights

# Property Ownership SW 1/4, Section 31



No work in this area

Section 2

Pedestrian ramp installed here (add alternate)

Culvert installed approximately here in Section 2

Section 1

Section 3

Section 4 (add alternate)  
*NO WORK*

### Legend

- City of Inver Grove Heights
- North American Land & Title Group Inc.
- Raskob
- Whiteford
- Owners of 1 or 2 lots
- (other) City Property
- Natural Trails
- Bituminous Trails

**31-27-22** Section-Township-Range

## ROSEMOUNT

ASPEN TRL

**CITY OF INVER GROVE HEIGHTS**

**REQUEST FOR COUNCIL ACTION**

**Consider Lighting Improvements to Southern Lakes Skating Facility**

Meeting Date: September 22, 2008  
 Item Type: Regular Agenda  
 Contact: Eric Carlson – 651.450.2587  
 Prepared by: Eric Carlson  
 Reviewed by: Eric Carlson – Parks & Recreation

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

**PURPOSE/ACTION REQUESTED**

Recommend hiring Total Construction in an amount not to exceed \$7,400 to install two light poles and related fixtures and wiring.

The project is funded from the Park Development and Acquisition Fund (Fund 402).

**SUMMARY**

Last year, there was significant discussion regarding the location of a skating facility in the Southwest part of the City. Ultimately the City established a skating rink on the baseball infield in Southern Lakes Park as the weather cooperated and we were able to provide this amenity.

Our assumption is that the City is going to continue to provide this amenity in Southern Lakes Park to service the southwest part of Inver Grove Heights. Unlike other locations, we do not plan to have a warming house on site and this site does not have any off-street parking facilities. The site is also too small to consider outdoor hockey rink(s).

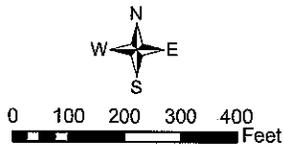
All of the City's skating sites have outdoor lighting based on the kids getting home from school late in the afternoon and needing "lights" to be able to use the skating facilities.

Staff is proposing to install two light poles with a light fixture on top of each pole. The lights would operate from dusk to 9:00pm and would automatically shut off. Only City staff would have access to the controls and the lights would not be used for anything but the skating season.

The Park and Recreation Commission reviewed this issue and is recommending approval 6-1.

Quotes to perform the work were received as follows:

Total Construction	\$6,895
Mid-Northern Electric	\$8,822

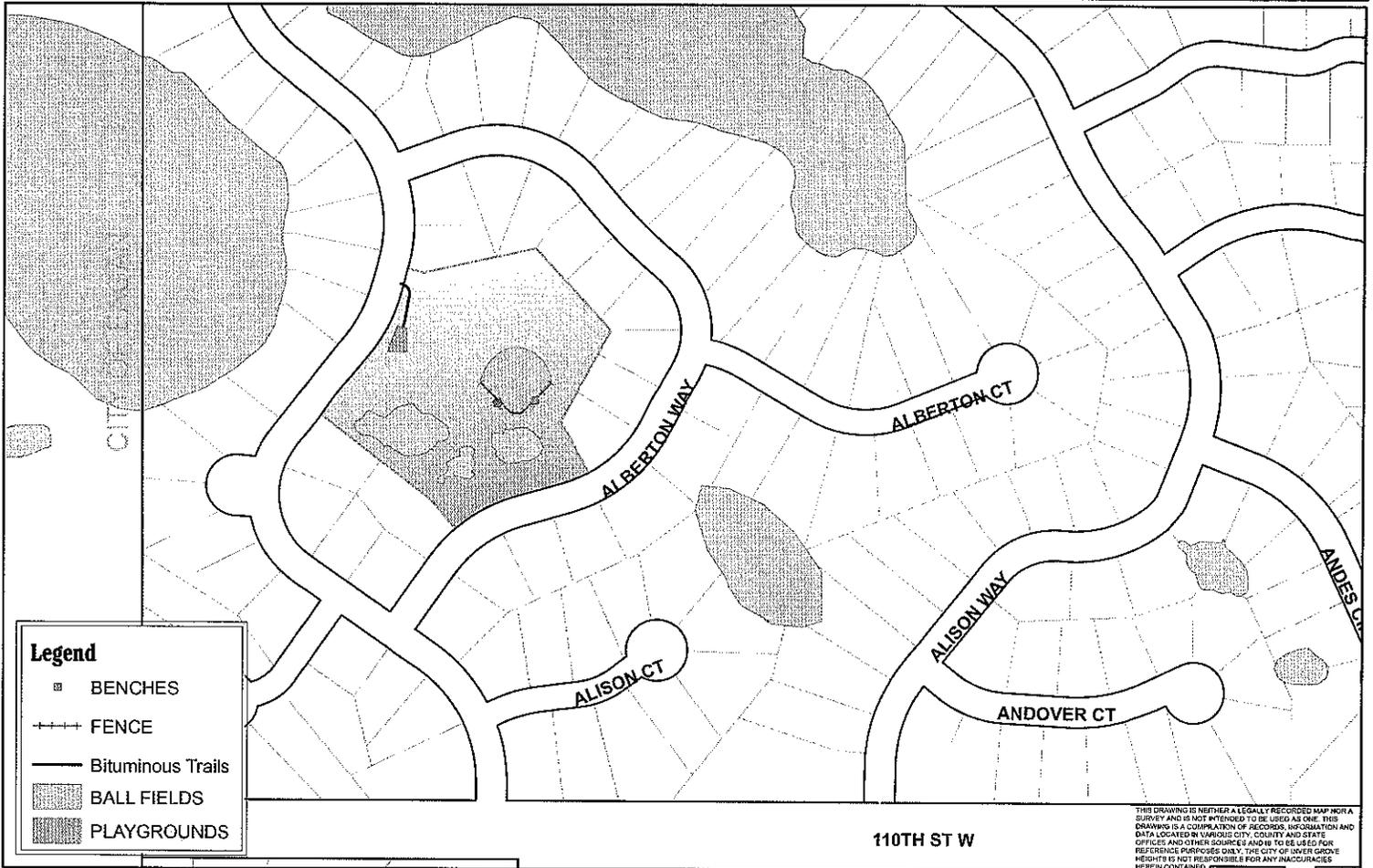


# PARKS & RECREATION

Inver Grove Heights

# SOUTHERN LAKES PARK

November 2007  
Map produced by the City of Inver Grove Heights

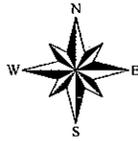


- Legend**
- BENCHES
  - FENCE
  - Bituminous Trails
  - BALL FIELDS
  - PLAYGROUNDS

THIS DRAWING IS NEITHER A LEGALLY RECORDED MAP NOR A SURVEY AND IS NOT INTENDED TO BE USED AS ONE. THIS DRAWING IS A COMPILATION OF RECORDS, INFORMATION AND DATA LOCATED IN VARIOUS CITY, COUNTY AND STATE OFFICES AND OTHER SOURCES AND IS TO BE USED FOR RECREATION PURPOSES ONLY. THE CITY OF INVER GROVE HEIGHTS IS NOT RESPONSIBLE FOR ANY INACCURACIES HEREIN CONTAINED.



# CITY OF INVER GROVE HEIGHTS

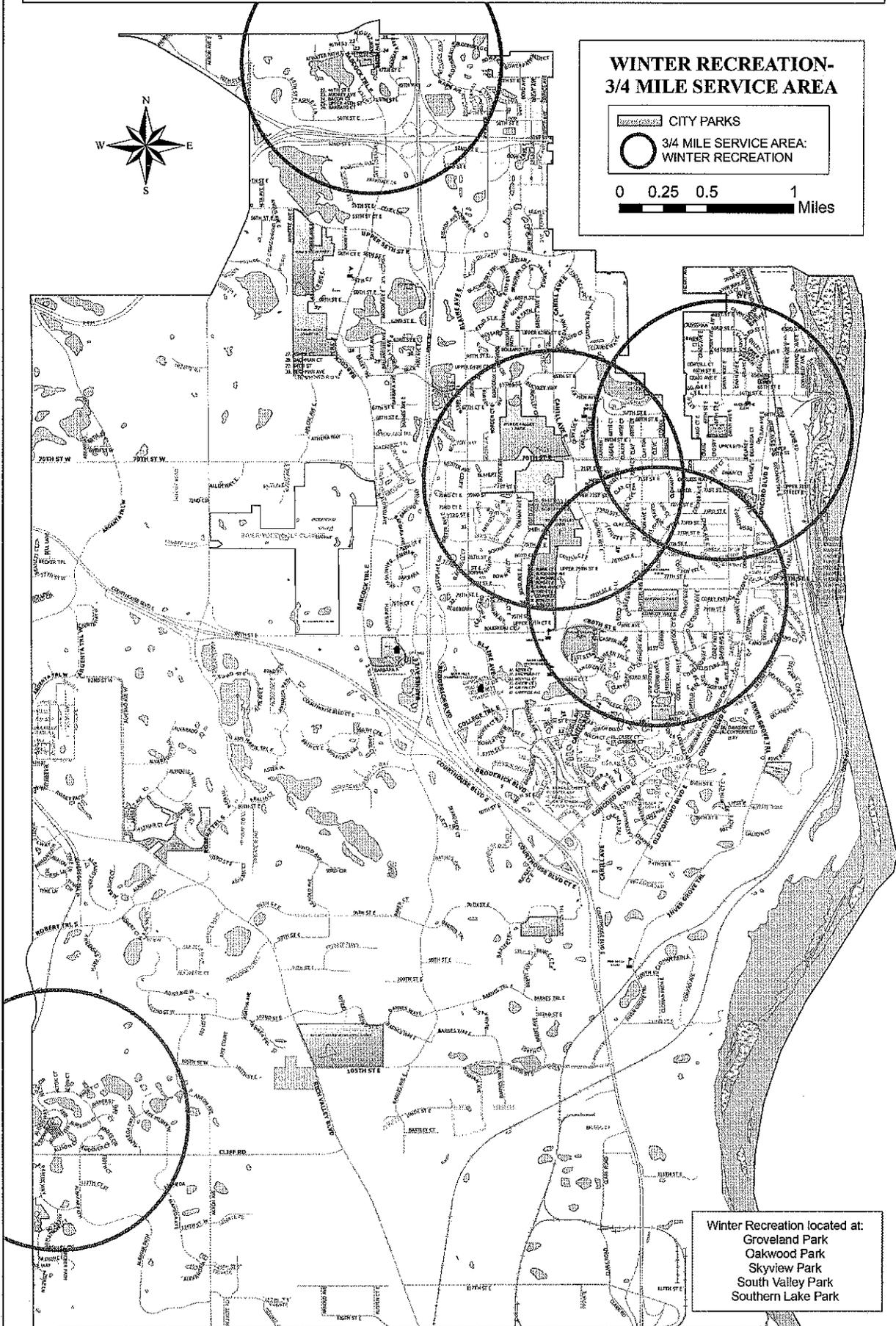


## WINTER RECREATION- 3/4 MILE SERVICE AREA

 CITY PARKS

 3/4 MILE SERVICE AREA:  
WINTER RECREATION

0 0.25 0.5 1  
 Miles



Winter Recreation located at:  
Groveland Park  
Oakwood Park  
Skyview Park  
South Valley Park  
Southern Lake Park

## Eric Carlson

---

**From:** John Leiferman [John.Leiferman@dtm.com]  
**Sent:** Wednesday, September 10, 2008 1:57 PM  
**To:** Eric Carlson  
**Subject:** Southern Lakes Outdoor Skating

Eric,

Thanks for taking time to discuss the lighting proposal with me yesterday. I will not be able to attend tonight's meeting.

I'd appreciate it if you could carry my concerns to the council:

1. My property directly abuts the common area that includes the baseball field/skating rink. Specifically our bedroom windows would be subject to any lighting on the skating rink.
2. I do not support the idea of a skating rink or lighting for it but I am also not totally opposed to the idea if:
  - Hours of lighting would never exceed daylight hours similar to the summer (i.e. never past 9pm).
  - Lighting would be controlled by Parks and Recreation and not by residents.
  - Lighting would not be available when the rink is not available for use (i.e. during the summer).
  - Additional police patrols would be added to patrol the park and surrounding area during the extended winter hours. Naturally extended lighted hours will attract more "young adults" to the park area that may be unsupervised.

In addition, I'd ask you to consider certain black out days such as Sundays and holidays where the lighting would be disabled.

Thank you for your consideration. Please let me know how the discussion goes.

Regards,

John

John Leiferman  
10769 Alberton Way  
Southern Lakes  
651.686.5716

NOTICE: This email message is for the sole use of the intended recipient(s) and may contain confidential and privileged information. Any unauthorized use, disclosure or distribution is prohibited. If you are not the intended recipient, please contact the sender by reply email and destroy all copies of the original message.

## Eric Carlson

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**From:** steve.muetzel@comcast.net  
**Sent:** Wednesday, September 17, 2008 9:06 AM  
**To:** Eric Carlson  
**Subject:** Southern Lakes Ice Rink Lights

Eric,

Thanks for taking time Monday to inform me about the proposal to light the ice rink in Southern Lakes. Given the location of the rink is directly behind my back yard, I am not thrilled with the proposition of large light standards erected and having the rink lighted until 9:00 PM each night. However, I understand that one dissenting voice will probably not sway those proposing or approving the plan.

If the plan for lights is approved, I would like to request some plantings along the first base line to break up the sight lines and soften the visual nuisance. Obviously it will take a number of years for trees to fully mask the light standards, but they will certainly provide some visual breaks that would distract from the light standards and fence.

Thanks for you consideration of this request. Feel free to contact me if you'd like to more fully understand my concerns or my request. I can be reached at 651-260-7811.

Regards,  
Steve

**CITY OF INVER GROVE HEIGHTS**

**REQUEST FOR COUNCIL ACTION**

Meeting Date: September 22, 2008  
 Item Type: Regular  
 Contact:  
 Prepared by: Joe Lynch  
 Reviewed by:

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

**PURPOSE/ACTION REQUESTED**

Council is asked to approve the Joint Powers Agreement with Dakota County for the enforcement and clean up of nuisance/public health hazard at 8689 Alvarado Court.

**SUMMARY**

The City received complaints about the odor and appearance of the property at 8689 Alvarado Court. Upon investigation we discovered that there were many more concerns than just the outside appearance. There were dead animals in various stages of decomposition on the outside, as well as violations of the Nuisance Ordinance. When the City attempted to contact the property owner, we discovered that the property was in foreclosure and owned by a mortgage company. The building is vacant and was wide open upon our initial investigation. We were able to go through the property and discovered many more serious threats to public health, safety and welfare on the inside of the building. We have followed the proper procedures for notification and due process.

In order to address the situation and stay within the authority granted to the City for dealing with the exterior of the buildings only, we have enlisted the help and support of the Dakota County Public Health Department to address the interior concerns. The City Attorney, in working with the County Attorney, has devised the enclosed Joint Powers Agreement as the best means to address and enforce regulations for the interior. Our Code Enforcement employee, Nicole Cook, has provided a chronological background for your review and information. City Attorney Kuntz has provided the background for the legal and technical methods we are asking the Council to approve in order to get this property cleaned up in an expeditious manner. The City will maintain control over the process. We will select the contractor and approve the work, pay the invoice and submit the cost to the County for certification against the property.

**JOINT POWERS AGREEMENT  
BETWEEN THE COUNTY OF DAKOTA AND THE CITY OF INVER GROVE HEIGHTS TO  
ABATE PUBLIC HEALTH NUISANCE AT  
8689 ALVORADO COURT**

This Agreement (Agreement) is made and entered into between the political subdivisions of the State of Minnesota, the County of Dakota (County), through its County Board of Commissioners and the City of Inver Grove Heights (City) through its City Council.

**WHEREAS**, County and City staff have investigated unhealthy conditions that exist on residential property at 8689 Alvorado Court, Inver Grove Heights, Minnesota which is located within Dakota County; and

**WHEREAS**, the conditions have created a public health nuisance on this property and the surrounding residential properties and the property appears abandoned and unoccupied; and

**WHEREAS**, the County has authority under Minnesota Statutes Ch. 145A to enter real property to abate public health nuisances within the County and to impose the costs of such abatement as special assessments on the real property where the nuisance exists; and

**WHEREAS**, the City has authority under Minnesota Statutes Ch. 463 to enter real property to correct an unsanitary and hazardous condition existing on property within the City and to impose the costs of such corrections as a lien on the property where the condition exists; and

**WHEREAS**, it is to the mutual benefit of the County and City to work cooperatively to abate the conditions on the property creating the public health nuisance; and

**WHEREAS**, the parties desire to engage a contractor to abate the nuisance and hazardous conditions on the property; and

**WHEREAS**, the County and City enter into this cooperative Agreement pursuant to Minn. Stat. § 471.59, which authorizes political subdivisions to enter into agreements to jointly perform governmental functions that they can perform independently.

**NOW, THEREFORE**, in consideration of the mutual promises and agreements contained in this Agreement the parties agree as follows:

1. Purpose. The purpose of this Agreement is to define the responsibilities and cost sharing obligations of the County and City for abating the public health nuisance at 8689 Alvorado Court, in the City of Inver Grove Heights.
2. City Responsibilities. The City will enter into a contract with a responsible company to abate the hazardous and nuisance conditions on the property, will pay the contractor for the services provided and will invoice the County for the costs incurred. The City will coordinate the abatement work at the property and will serve as the liaison with the contractor performing the services.
3. County Responsibilities. The County will post the property with a notice of a Dakota County Community Health Board Abatement Order requiring the owner to immediately remove the hazardous and nuisance conditions on the property. Upon receiving the invoice from the City for the payments to the contractor for the abatement work, the County will utilize its authority under Minn. Stat. Ch. 145A to collect the costs incurred from the owner or will impose the costs as a special assessment on the property. When the County recovers the costs of the abatement work, whether by direct payment from the owner or by receipt of special assessments payments that are imposed upon the real property, the County will reimburse the City for the payments it has made to the contractor.
5. Term. This Agreement shall be effective as of the date of the signatures of the parties and shall remain in effect until completion of, and payment for, the costs of retaining a contractor to correct the nuisance

conditions on the property to the satisfaction of both parties, unless otherwise agreed to in writing by the parties.

- 6. Liabe for Own Acts. Each party to this Agreement shall be liable for the acts of its own officers, employees and agents and the results thereof to the extent authorized by law and shall not be responsible for the acts of the other party, its officers, employees and/or agents. It is understood and agreed that the provisions of the Municipal Tort Claims Act, Minn. Stat. ch. 466, and other applicable laws govern liability arising from a party's acts or omissions. Each party warrants that it has an insurance or self-insurance program that has minimum coverage consistent with the liability limits contained in Minn. Stat. ch. 466.
- 7. Withdrawal. Either party may withdraw from this Agreement prior to the execution of the contract between the City and the contractor. Withdrawal shall not discharge any liability incurred by any party prior to withdrawal. Such liability shall continue until discharged by law or otherwise agreed to in writing by the parties.
- 8. Amendments. Any alterations, variations, modifications, or waivers of the provisions of this Agreement, and incorporated attachments, shall only be valid when they have been reduced to writing and signed by authorized representatives of the parties.
- 9. Records and Accounts. The City and the County shall establish and maintain such records and accounts as may be required by good accounting practices. The books and records of the City and the County are subject to the provisions of Minn. Stat. Ch. 13 and Minn. Stat. § 16C.05.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date(s) indicated below.

**COUNTY OF DAKOTA COUNTY**

**CITY OF INVER GROVE HEIGHTS**

By: \_\_\_\_\_  
David Rooney, Director  
Community Services Division

By: \_\_\_\_\_  
\_\_\_\_\_, Chair  
Inver Grove Heights City Council

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Inver Grove Heights City Administrator

Dated: \_\_\_\_\_

Approved by Board Resolution No. \_\_\_\_\_

Approved by Council Resolution No. \_\_\_\_\_

APPROVED AS TO FORM:

APPROVED AS TO FORM:

\_\_\_\_\_  
Assistant Dakota County Attorney      Date

\_\_\_\_\_  
City of Inver Grove Heights Attorney      Date

K08 Alvorado Ct IGH Nuisance JPA  
Contract # \_\_\_\_\_

**TO:** JENELLE TEPPEN, ASSISTANT CITY ADMINISTRATOR,  
**FROM:** NICOLE COOK, CODE COMPLIANCE SPECIALIST  
**SUBJECT:** 8689 ALVARADO COURT  
**DATE:** SEPTEMBER 17, 2008

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## **8689 Alvarado Ct.**

### **7-22-08**

Complaint comes in about tall grass and refuse throughout the property.

### **7-28-08**

An inspection finds the site overgrown with refuse items including pizza boxes, a pile of scrap wood and hoses littering the yard.

There are a total of 9 vehicles in the driveway and front yard of the home. Two people are sleeping in one of the vehicles. Another man walked out of the home and watched as I took photos of the property. The cul-de-sac is home to several million-dollar houses and this property is very unkempt and out-of-place. A notice is sent to the property owner, Charles Lee, who the County lists to this address; however he is several months delinquent on his mortgage payments and the past year's property taxes. The letter notifies the owner his property has refuse and tall grass violations.

An All-Department meeting takes place in early August and this property is discussed. The PD is aware of it as they had also received a call about it.

### **8-13-08**

Second inspection. The home appears vacant. The lot is still overgrown and refuse furniture, bags of garbage, and other items have been left behind. Second notice sent

- First notice comes back to City Hall as, 'Undeliverable with No Forwarding Address Available'. I checked with the County but there is no other mailing address for Charles Lee.

### **8-19-08**

A neighboring property owner calls to inquire about the status of my case. She explains that the renters who had been staying in the home had moved out. The neighbors were

scared to report things that had been going on fearing retaliation. She says she and her family had just moved into the cul-de-sac. On the third morning in the home, she saw a man sleeping in a car in front of the house. He saw her looking at him and he got out of the car. She said the man was naked. She also reported that several men staying in the home would dress in camouflage and run around the yard with what looked like machine guns. She said she could now smell a strong scent of decay coming from the home. There was a dead dog on the side of the garage and she was concerned because she knew there were other animals as well as children that had been living there as well. With this information, the PD and the Building Official (Frank Martin) went to the home to do a welfare check and to check on the condition of the interior of the property.

### **8-22-08**

I returned with Frank a couple days after his inspection to take photos. A total of 7 animals were found around the exterior of the property, hidden in the tall grass and weeds and in the woods behind the home. It appears the animals may have been used for fighting.

Inside, it appeared the renters left in a hurry. The home was trashed with clothes, paperwork, beer and alcohol bottles, and food left behind. Several boxes of mortgage documents were found in different rooms of the home, all documents contained different names and information. It appeared each room in the house was rented out separately as many of the rooms had deadbolts on them. Several computer hard drives were found in the basement. It appeared that the appliances in the basement had been stripped of copper. Many guns were also found; air-soft and BB. In one of the rooms water bottles lined the wall containing what appeared to be urine. There was a large pool of dried blood on the basement floor and more blood in a sun room along with a pile of feces where perhaps an animal had been housed and slaughtered. There were also several bottles of prescription drugs throughout the home.

When the garage door was opened, a strong and foul odor of decay and rotting garbage came wafting out. The walls and floor were covered with flies, maggots, and larvae. There was an inoperable car up on blocks and several buckets of what appeared to be rotting vegetables sat on the floor. More blood was found in this room also.

### **8-25-08**

The PD did an inspection of the home and decided they would treat it as a trash house and would not be pursuing it as a criminal matter.

### **8-26-08**

Bob Zins was called to clean up the exterior of the property and secure the house. He will be removing all trash, animal carcasses, furniture, and will cut the grass.

### **9-2-08**

Frank and I went back to the home for a final inspection. We noticed several things appeared out of place from the last inspection, but because of the mess, it's hard to be

certain. We are going to work on a memo to the Council that if approved, would allow us to clean up the interior of the property as well. The neighbors say they cannot be outside for any length of time due to the rancid smell from the garage and are afraid to let their pets and children play outside as coyotes and raccoons are being lured in by the scent and have been dragging the animal carcasses into their yards. The neighbors also reported vehicles driving around the cul-de-sac at odd hours of the night and they fear for the safety of their families. It has become a health and safety issue for neighbors. I placed a call to Jon Springsted with Dakota County. He explains that they do not generally clean up properties like this. He says I could send a written request to the Dakota County Public Health Director (Bonnie Brueshoff) to ask the County to inspect and clean the site, but it could take several months. Since the homeowner can't be found, Frank explains that as the Building Official, he has the legal authority to have the property cleaned up with the cost assessed to the property owner but we would need to get City Council approval.

#### **9-4-08**

I called Dakota County to try to get some more information on the property and found that on 8-28-08 there was a Sheriff's Sale of the property. Citimortgage Inc purchased the property, but it is now in a 6-month redemption period and until that time expires and the home is foreclosed on, Charles Lee remains the fee owner and person responsible for the property.

#### **9-8-08**

Frank and I met with Tim to discuss options for clean-up. Although Frank would have the authority as the Building Official to clean the property, it could take up to 11 weeks by the time the item was presented to the Council and all of the mandatory steps were taken. If the County was able to inspect and deem the property a health hazard, they could post the property giving the owner a limited amount of time to clean it up. After that time, Tim proposed we could pay the County and through them, hire a contractor to clean the site. The County would then assess the property owner and once those monies were recovered, the County would reimburse us.  
Awaiting City Council approval.