



**INVER GROVE HEIGHTS CITY COUNCIL AGENDA**  
**MONDAY, NOVEMBER 24, 2008**  
**8150 BARBARA AVENUE**  
**7:30 P.M.**

1. CALL TO ORDER
2. ROLL CALL
3. PRESENTATIONS:

A. Statement of Support for National Guard and Reserves

4. CONSENT AGENDA – All items on the Consent Agenda are considered routine and have been made available to the City Council at least two days prior to the meeting; the items will be enacted in one motion. There will be no separate discussion of these items unless a Council member or citizen so requests, in which event the item will be removed from this Agenda and considered in normal sequence.

- A. Minutes – November 10, 2008 Regular Council Meeting \_\_\_\_\_
- B. Resolution Approving Disbursements for Period Ending November 19, 2008 \_\_\_\_\_
- C. Change Order No. 2 and Pay Voucher No. 4 for City Project No. 2008-09H, South Grove Sod Replacement Project \_\_\_\_\_
- D. Pay Voucher No. 5 for City Project No. 2003-03, Southern Sanitary Sewer System Improvements \_\_\_\_\_
- E. Pay Voucher No. 6 for City Project No. 2003-15, Northwest Area Trunk Utility Improvements \_\_\_\_\_
- F. Final Compensating Change Order No. 2, Final Pay Voucher No. 4, Engineer's Final Report, & Resolution Accepting Work for City Project No. 2007-13, Hilltop Elementary School – Safe Routes to School Program \_\_\_\_\_
- G. Resolution Approving Individual Project Order No. 7B with Kimley-Horn and Associates, Inc. for City Project No. 2008-10 – T.H. 52 East Frontage Road – Ravine Storm Water Ponds – Final Design and Construction Services \_\_\_\_\_
- H. Resolution Approving Work Order No. 6 with Barr Engineering Company for City Project No. 2008-10 East Frontage Road – Ravine Storm Water Ponds \_\_\_\_\_
- I. Resolution authorizing execution of Mutual Police Assistance Agreement through the Dakota County Traffic Safety Group Grant Project for the period January 1, 2009 through December 31, 2019 \_\_\_\_\_
- J. Consider Resolutions Approving 2008 Senior Citizen Special Assessment Deferrals \_\_\_\_\_
- K. Approve 2009 Advisory Commission Schedule \_\_\_\_\_
- L. Approve 2009 City Council Meeting Schedule \_\_\_\_\_

M. Renew Optional 2 a.m. Liquor License for Mississippi Pub, Inc. dba Mississippi Pub \_\_\_\_\_

N. Schedule Public Hearing – Liquor License Renewals \_\_\_\_\_

O. Schedule Public Hearing to Consider New Liquor License Application \_\_\_\_\_

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

6. **PUBLIC HEARINGS:**

A. **CITY OF INVER GROVE HEIGHTS;** Consider Second Reading of an Ordinance Amending Section 1010 and Section 515.40, Subd. 9 Adjusting Development Fees for 2009 \_\_\_\_\_

7. **REGULAR AGENDA:**

**ADMINISTRATION:**

A. **CITY OF INVER GROVE HEIGHTS;** Consider approval of Design Development phase of proposed Public Safety addition/City Hall renovation \_\_\_\_\_

**COMMUNITY DEVELOPMENT:**

B. **ALLIED WASTE;**

i) Re-Consider a Resolution relating to a Conditional Use Permit for a Yard Waste Composting operation within the IRM, Integrated Resource Management Overlay District as it relates to conditions added by the City Council \_\_\_\_\_

ii) Consider a Resolution relating to a **Yard Waste Agreement** as required by the conditions of the Conditional Use Permit \_\_\_\_\_

C. **MIKE SAFI;** Consider the following for property located at 10163 Courthouse Blvd:

i) Resolution relating to a **Comprehensive Plan Amendment** to change the land use designation from RDR, Rural Density Residential to LI, Light Industrial \_\_\_\_\_

ii) Ordinance Amendment to change the **zoning** of the property from A, Agricultural to I-1, Limited Industry \_\_\_\_\_

D. **CITY OF INVER GROVE HEIGHTS;** Consider a Resolution adopting the City of Inver Grove Heights 2030 Comprehensive Plan as it relates to the “Hwy 52/55 Industrial Area Properties” \_\_\_\_\_

E. **CARLSON;** Consider Resolution relating to the following Variances for property located at 8019 Cleadis Avenue:

i) A Variance to construct a driveway within the required side yard setback \_\_\_\_\_

ii) A Variance to exceed the maximum impervious coverage \_\_\_\_\_

F. CITY OF INVER GROVE HEIGHTS; Consider the following requests for the property located at 9032 Jefferson Trail:

- i) Approve Waiver of Plat for a one lot subdivision \_\_\_\_\_
- ii) Approval that the sale of the property is in Compliance with the Comprehensive Plan \_\_\_\_\_
- iii) Approval of **Purchase Agreement** between the City of Inver Grove Heights and Inver Grove Storage, LLC for the remnant parcel which the City acquired from the Kowalke’s in connection with the T.H. 149 Imp. Project \_\_\_\_\_

G. CITY OF INVER GROVE HEIGHTS; Resolution Approving the Dakota County Community Development Agency Redevelopment Planning Grant Application for Concord Blvd. Redevelopment Plan \_\_\_\_\_

**FINANCE:**

H. CITY OF INVER GROVE HEIGHTS; Call for the Sale of Bonds \_\_\_\_\_

**PARKS AND RECREATION:**

I. CITY OF INVER GROVE HEIGHTS; Consider Contractor for Clean Up of Flood Plain Forest \_\_\_\_\_

**PUBLIC WORKS:**

J. CITY OF INVER GROVE HEIGHTS; Resolutions Establishing Utility Rates for 2009 \_\_\_\_\_

K. CITY OF INVER GROVE HEIGHTS; Resolution Authorizing Staff to Enter the 2009 Fuel Consortium Purchase Program as Managed by the State of Minnesota \_\_\_\_\_

**8. MAYOR AND COUNCIL COMMENTS**

**9. ADJOURN**

**CITY OF INVER GROVE HEIGHTS**

**REQUEST FOR COUNCIL ACTION**

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**PRESENTATION OF STATEMENT OF SUPPORT FOR NATIONAL GUARD AND RESERVES**

Meeting Date: November 24, 2008  
Item Type: Presentation  
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** Members of the Employer Support of Guard and Reserves will be here to present to the Council a signed statement of support.

**SUMMARY** The US Conference of Mayors has challenged cities nationwide to join to sign a Statement of Support for our city employees who serve in the Minnesota National Guard and Reserve.

When Mayors and Councils sign a Statement of Support, they recognize the National Guard and Reserve as essential to the strength of our Nation and the well being of their cities.

**INVER GROVE HEIGHTS CITY COUNCIL MEETING  
MONDAY, NOVEMBER 10, 2008 - 8150 BARBARA AVENUE**

**CALL TO ORDER/ROLL CALL** The City Council of Inver Grove Heights met in regular session on Monday, November 10, 2008, in the City Council Chambers. Mayor Tourville called the meeting to order at 7:30 p.m. Present were Council members Grannis, Klein 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 Deputy Clerk Rheaume.

**3. PRESENTATIONS:** None.

**4. CONSENT AGENDA:**

Councilmember Klein removed items **4A(ii), Minutes of November 5, 2008 Special Council Meeting and 4R, Consider Resolution that Provides for the Sale of Unclaimed Property to a local Non-Profit Organization** from the Consent Agenda.

- A. (i) Minutes of October 27, 2008 Regular Council Meeting**
- B. Resolution 08-247** Approving Disbursements for Period Ending November 5, 2008
- C.** Change Orders No. 1 & No.2 and Pay Voucher No. 1 for City Project No. 2007-05, Northwest Area (NWA) Storm Water Emergency Overflows, Argenta Hills, Regional Basin SP-17
- D.** Final Compensating Change Order No. 2, Final Pay Voucher No. 2, Engineer's Final Report and Resolution 08-248 Accepting Work under the 2008 Pavement Management Program, City Project No. 2008-09B - Sealcoat
- E.** Change Order No. 3 and Payment Voucher No. 5 for the City Project No. 2008-09D, South Grove Urban Street Reconstruction – Area 3
- F. Resolution 08-249** Approving Final Compensating Change Order No. 9 and Final Pay Voucher No. 10 for City Project No. 2006-09D – 2006 Urban Street Reconstruction Project, South Grove Area 1
- G.** Pay Voucher No. 11 – Northwest Area Utility Improvements, Lift Station R-9.1 – City Project No. 2003-15A
- H.** Award Contract for Bohrer Pond Shoreland Protection Project, City Project No. 2008-22
- I. Resolution 08-250** Accepting Proposal of Gorman Surveying, Inc. for Topographic Survey Services for the 2009 Pavement Management Program – City Project 2009-09D – South Grove Urban Street Reconstruction Area 4
- J.** Consider Approval of Expenditure for Site Preparation at Heritage Village Park
- K.** Consider Change Order to Skyview and Groveland Hockey Rink Funding
- L.** Consider Proposal from Emmons & Olivier Resources for Consulting Work related to Heritage Village Park
- M.** Consider Proposal of Appraisal Services for Property Located in the SW Corner of Hwy 52 & 80<sup>th</sup>
- N.** Consider Purchase of Equipment from Parks Department
- O.** Consider Approval to Seek Proposals for Engineering Services related to potential trail along Courthouse Blvd. Ct.
- P.** Consider Award of Proposal to Elert and Associates for Technology Systems Consultant for Proposed Public Safety Addition/City Hall Renovation
- Q.** Consider 2009 Proposed Convention and Visitors Bureau Budget
- S.** Schedule Special Meeting

T. Schedule Public Hearing

**Motion by Grannis, second by Piekarski Krech, to approve the Consent Agenda.**

**Ayes: 4**

**Nays: 0 Motion carried.**

A. (i) Minutes – November 5, 2008 Special Council Meeting

Councilmember Klein stated that he was not in attendance at the meeting on November 5<sup>th</sup> and would abstain from the vote.

**Motion by Piekarski Krech, second by Grannis, to approve the Minutes of the November 5, 2008 Special Council Meeting.**

**Ayes: 3**

**Nays: 0**

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

R. Consider Resolution that Provides for the Sale of Unclaimed Property to a Local Non-Profit Organization

Councilmember Klein stated that the Lions Club paid \$5.00 for the transfer of the bikes.

**Motion by Klein, second by Grannis, to approve Resolution 08-251 that Provides for the Sale of Unclaimed Property to a Local Non-Profit Organization**

**Ayes: 4**

**Nays: 0 Motion carried.**

**5. PUBLIC COMMENT:** None.

**6. PUBLIC HEARINGS:**

**A. CITY OF INVER GROVE HEIGHTS;** Assessment Hearing for 2008 Nuisance Abatement

Ms. Teppen explained that twelve properties were notified that their properties were out of compliance in a variety of different areas including long grass, weeds, and refuse. She stated that the property owners were informed that they needed to bring their properties into compliance or the City would abate the nuisance and assess the corresponding costs.

Councilmember Piekarski Krech asked if there were any instances in which a nuisance was abated and the property owner paid the bill.

Ms. Teppen responded that there were no instances where the property owner paid the bill for the nuisances that were abated. She noted that most of the properties that are proposed to be assessed are either vacant or foreclosed.

Mayor Tourville suggested that in the future it would be helpful to provide the Council with the property address in addition to the parcel identification number.

Councilmember Piekarski Krech added that it would also be helpful to indicate the nuisance that was abated in each instance.

Mr. Lynch clarified that the properties proposed to be assessed were not the only ones that had nuisances in 2008. He stated that there were other properties in the City that were out of compliance and in those cases the nuisances were addressed by the property owner and did not require abatement.

Ms. Teppen indicated that information regarding the property addresses and reasons for abatement could be provided to the Council.

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

**Ayes: 4**

**Nays: 0 Motion carried.**

**Motion by Grannis, second by Klein to approve Resolution No. 08-252 adopting the assessment for the 2008 Nuisance Abatement Program**

**Ayes: 4**

**Nays: 0      Motion carried.**

**7. REGULAR AGENDA:**

**COMMUNITY DEVELOPMENT:**

**A. CARLSON;** Consider Resolution relating to the following Variances for property located at 8019 Cleadis Avenue:

- i) A Variance to construct a driveway within the required side yard setback
- ii) A Variance to exceed the maximum impervious coverage

Mayor Tourville stated that Council received a letter from the applicant asking for the item to be tabled.

Mr. Link added that the 60-day deadline would expire in several days and indicated that Planning staff would extend the deadline for the applicant.

**Motion by Klein, second by Grannis, to table consideration of items at the applicant's request to November 24, 2008.**

**Ayes: 4**

**Nays: 0      Motion carried.**

**B. ALLIED WASTE;** Re-Consider a Resolution relating to a Conditional Use Permit for a Yard Waste Composting operation within the IRM, Integrated Resource Management Overlay District as it relates to conditions #13 and #14 added by the City Council

Mr. Link explained that staff is still working with Allied Waste on the final language of the conditions and has recommended that Council table action on the reconsideration until November 24, 2008.

**Motion by Klein, second by Piekarski Krech, to table the reconsideration of the resolution until November 24, 2008.**

**Ayes: 4**

**Nays: 0      Motion carried.**

**C. CITY OF INVER GROVE HEIGHTS;** Consider Resolution relating to a Conditional Use Permit to allow the placement of fill in excess of 1,000 cubic yards within the Floodplain for the Heritage Village Park property

Mr. Link explained that the City is in the process of preparing the land it acquired for the future Heritage Village Park. He stated that the filling proposed is consistent with the Response Action Plan that was approved by the MPCA for this property to mitigate the contaminated soils. He explained that Emmons & Olivier prepared the master grading and filling plan and the Engineering Department reviewed the information and found it to be acceptable. He added that the information was also provided to the DNR for review and no comments were received regarding the filling. He noted that both Planning staff and the Planning Commission recommended approval of the resolution.

Councilmember Piekarski Krech asked if no comments from the DNR indicated approval of the plan.

Mr. Link responded that in a case such as this the DNR does not have the authority to approve.

**Motion by Klein, second by Grannis, to approve Resolution 08-253 relating to a Conditional Use Permit to allow the placement of fill in excess of 1,000 cubic yards within the Floodplain for the Heritage Village Park property**

**Ayes: 4**

**Nays: 0      Motion carried.**

**D. CITY OF INVER GROVE HEIGHTS;** Consider a Resolution Preliminarily Approving the City of Inver

## Grove Heights Comprehensive Plan

Mr. Link stated that the Council is being asked to grant preliminary approval of the Inver Grove Heights 2030 Comprehensive Plan. He explained that this is a long-range planning document with a series of goals and objectives that address a variety of issues including: land use, transportation, environmental protection, sanitary sewer, storm water management, parks, trails and housing. He stated that the testimony at the public hearing was mainly focused on affordable housing, greenways, Rich Valley Park Expansion, and the land use designation for a triangle of land along the west side of Highway 52/55.

Mr. Link explained that advocates of affordable housing would like to see stronger language in the Comprehensive Plan that would mandate developers to provide affordable housing. He stated that the City would address the issue in various ways, including housing policies, a review of the City's development regulations, implementation of an educational campaign regarding affordable housing and preparation of a Housing Action Plan. He noted that the Planning Commission did not recommend any changes to the current Housing section.

Mr. Link stated that staff developed revised greenways language in response to testimony at the public hearing from residents that opposed the greenways designation on their properties. He explained that property owners expressed concern that the designation would place additional City controls and regulations on the property, limit property rights and decrease property values. He noted that the intent of greenways is to encourage the preservation of contiguous areas of natural resources. He explained that staff developed four alternative options for Council consideration with respect to greenways and reviewed the four options as outlined in the Council packet.

Mr. Link stated that a property owner objected to the Land Use Plan which designates his property as a future expansion of Rich Valley Park. He explained that the Park Plan anticipates a need for an expansion of Rich Valley Park to provide additional fields for soccer, football and lacrosse. He stated that one of the purposes of the Comprehensive Plan is to identify needs for public facilities. He noted that the current Agricultural zoning designation would remain and the current residential land use would continue to be an allowed use in that zoning district. He stated that the Planning Commission recommended that the land use designation is changed from Park to Rural Density Residential.

Mr. Link explained that property owners within the triangle lying along the side of Highway 52/55 have requested that the current designation of the triangle be changed from Light Industrial to Rural Density Residential. He stated that the Planning Commission recommended that the designation be changed to Rural Density Residential.

Mr. Link explained that final approval of the Comprehensive Plan would not be sought until after the Metropolitan Council review. He stated that staff recommended adoption of the resolution preliminarily approving the Inver Grove Heights' Comprehensive Plan subject to further Council changes pertaining to the four aforementioned issues.

Councilmember Piekarski Krech asked what the Metropolitan Council is looking for in the plan.

Mr. Link indicated that staff does not anticipate that any major issues will arise after the plan is reviewed by the Metropolitan Council. He stated that the Met Council looks at a variety of issues such as the storm water plan, the forecasts for employment and economic development and affordable housing. He noted that staff requested a time extension (to April, 2009) from the Metropolitan Council.

Jim Zentner, 8004 Delano Way, discussed his involvement with the ISIAH organization. He stated that the organization's main concern with the Comprehensive Plan is the section pertaining to affordable and workforce housing. He indicated that a letter with recommended language changes to the Housing section of the Comprehensive Plan was submitted to the Council and asked that the City Council move to formally receive the letter.

**Motion by Piekarski Krech, second by Klein, to receive the letter submitted by the ISIAH program.**

**Ayes: 4**

**Nays: 0**

**Motion carried.**

Mr. Zentner stated that a range of housing options need to be provided to attract families to Inver Grove Heights on a long-term basis. He indicated that the ISAIAH organization had a strong desire to work with the City on ways to provide affordable housing. He explained that they have proposed language that would help alleviate obstacles for development of affordable housing and that the organization wants a policy that identifies the development of affordable housing as a shared responsibility in the community. He asked that the Council reconsider the Planning Commission's recommendation and adopt the language that was suggested in the letter from ISAIAH.

Jerry Kahlert, 6885 Benton Way, stated that there is a need for affordable housing and that stronger language needs to be adopted in the Comprehensive Plan to ensure that the need is addressed.

Councilmember Grannis asked if the Metropolitan Council provides guidelines for addressing affordable housing.

Mr. Link responded that the Metropolitan Council wants to make sure that the City has enough land designated for medium and high density residential areas. He stated that the Metropolitan Council has indicated that the City does have enough. He explained that they also have a goal established to address an estimated 20 year "need" and that figure is then apportioned to each City. He noted that they also consider the market and effects of the economy.

Councilmember Grannis asked about the City's past track record for addressing affordable housing.

Mr. Link responded that the Metropolitan Council has never expressed displeasure with the City's affordable housing efforts.

Councilmember Klein asked if manufactured housing was considered affordable housing.

Brad Scheib, Hoisington Koegler, explained that affordable housing is determined by valuation, not the type of housing.

Councilmember Piekarski Krech asked what the City could do to assist with or provide affordable housing. to get involved. She stated that new housing is not the only answer and asked if the City has worked with the County or the CDA to find other ways to provide affordable housing.

Mayor Tourville stated that the CDA has been the primary partner with the City in the efforts to provide affordable housing.

Mr. Lynch added that this topic was discussed at the Council's 2008 goal setting session. He stated that staff is working on a housing survey for 2009 and have also been working with the CDA to redevelop certain areas of the City. He noted that the City has also acquired property that could potentially turn into affordable housing units.

Mayor Tourville commented that in most instances implementing affordable housing on large lots is not going to make sense as the infrastructure issues are hard to overcome financially. He suggested that the Council decide how to deal with the integration of affordable housing into larger developments.

Councilmember Klein suggested that the language in the first suggestion from ISAIAH be changed to: "work with the CDA towards integrating affordable housing into larger development projects rather than isolated into a single development project".

Brad Scheib commented that policy number two on page 4-8 of the Comprehensive Plan would be modified reflect Councilmember Klein's suggested language.

Mayor Tourville asked if the Council should limit it to just the CDA as there may be other organizations that the City could work with.

Councilmember Klein agreed that the policy should be modified to include the CDA and other organizations.

Councilmember Piekarski Krech clarified that they would be modifying number two on page 4-8 under the affordable housing section of the Comprehensive Plan.

Mayor Tourville announced that the Council would move on to the issue of greenways. He stated that he

agreed all references to greenways should be eliminated from the Comprehensive Plan.

Councilmember Piekarski Krech stated she agrees with removing all references to greenways. She explained that her main concern is the preservation of the sensitive ecological areas that were designated as greenways. She reiterated that she supported removal of the greenways from the Comprehensive Plan and suggested adding language that would identify sensitive ecological areas and express the City's commitment to work with developers to preserve those areas.

Sharon Brown, 2543 105<sup>th</sup> Street, stated that she would like to see all references to greenways removed from the Comprehensive Plan and would not be in favor of adding the language suggested by Councilmember Piekarski Krech. She explained that property owners can deal with preservation issues as developers come.

Councilmember Piekarski Krech responded that adding her suggested language would make future members of the City Council or future developers aware that there are natural areas in the City that need to be preserved and protected.

Councilmember Klein stated that he was also in favor of eliminating all references to greenways and asked for feedback regarding the section of the plan that discussed the Minnesota Land Cover Classification System.

Vance Grannis Jr., 9249 Barnes Avenue E., clarified that at the Planning Commission meeting it was requested that all of the land owners be protected from having their property designated as a greenway. He explained that the imposition of the greenways would hinder the ability of property owners to protect their land. He noted that the City has many existing ordinances that already prevent developers from doing harmful things such as cutting down trees or filling in wetlands. He asked that the Council remove all references to greenways from the Comprehensive Plan.

Willie Krech, 9574 Inver Grove Trail, commented that he is a member of the Parks and Recreation Commission and had never seen the map with the designated greenways or environmental areas. He noted that property owners will protect the land. He stated that his main concern is the amount of money that was spent to put these designations into the Comprehensive Plan without notifying the property owners and getting input from them on the subject.

Lee Lindberg, 8965 Alfa Lane, encouraged the Council to eliminate all references to greenways.

Mayor Tourville announced that the Council would move on to discuss the expansion of Rich Valley Park.

Mr. Link explained that the issue with the Rich Valley Park expansion is the land use map. He stated that the proposed map designates the property as Park because that is the City's long-range intention. He stated that the property owner, Loren Scherff, was concerned that the Park designation would limit his use of the property. He reiterated that the current Agricultural zoning would remain the same and the residential use would continue to be allowed. He added that the Park designation on the land use map would not preclude the property owner from rezoning or subdividing his property. He noted that the property owner would like the Park designation removed from the proposed land use map and the Planning Commission agreed with the property owner's request.

Councilmember Piekarski Krech stated that she did not agree with the fact that if the Park designation remained on the land use map the property owner would have to request a Comprehensive Plan change in order to subdivide his property.

Loren Scherff, 1320 105<sup>th</sup> St. E., stated he disagrees with the proposed Park designation in the Comprehensive Plan. He explained that it would be difficult to subdivide the property if the designation is changed in the plan. He discussed the effect the proposed designation would have on his property value and his ability to sell the property. He stated that he feels it is an unfair burden on him to designate his property as Park land when the City is not sure when or if the park will be expanded. He asked that the Council remove the Park designation from the land use map.

Mayor Tourville asked if the City could draft a letter of intent for first right of refusal that would ask the property owner to contact the City if he was thinking of subdividing his property.

Mr. Scherff responded that he has no problem contacting the City if he decides to subdivide or sell his property. He stated that he would not be in favor of memorializing in writing that the City has the right of first refusal because it would limit the value of the property.

Councilmember Klein stated that the proposed designation on the land use map should be taken off.

Mr. Kuntz asked if, by removing the proposed land use designation from the map, the Council is indicating that there is no intent to expand Rich Valley Park.

Mayor Tourville responded no, that is not the intent because that would put the landowner in as much jeopardy as the City.

Mr. Kuntz stated that if there is still a real thought that the park should be expanded in the future then it would be good to give Mr. Scherff and his successors some notice of that intent. He asked Mr. Link where that could be addressed in the Comprehensive Plan.

Mayor Tourville asked if the future intent to expand could be addressed in the Comprehensive Plan without changing the zoning on the land use map.

Mr. Link responded that it is still shown on the park plan and the problem is that the City's long range plan is to expand the park in the future and it would be helpful to have some way of telling people about that before they buy a property and find out afterwards. He explained that if the goal is to have a means of notifying future property purchasers of the intent to expand, the Comprehensive Land Use map is the most effective way to accomplish that.

Mr. Scherff stated that if his land is designated as future park property the City has in effect taken control of his land.

Mayor Tourville stated that it appears that the Council does not want the zoning to be changed.

Mr. Kuntz asked if the direction from the Council is to remove the Park designation from the Comprehensive Plan and to keep it on the Park Plan.

Mr. Link reiterated that the zoning will not change, it will remain Agricultural. He explained that the question is whether or not the Park designation remains on the land use map and on the Park and Trail Plan.

Councilmember Piekarski Krech stated that until the City has the money to purchase the property they need to just let it go.

Councilmember Grannis clarified that the Park designation is being removed from the Comprehensive Plan Land Use map and from the Park and Trail Plan.

Gretchen Koesther, 10081 Barnes Ave. E., asked how the Rich Valley Park expansion and designations of greenways ties into the issue of trails. She asked if the Council was going to discuss the issue of a bike path being installed along Barnes Avenue.

Mr. Link responded that the designation of greenways and the Rich Valley Park expansion do not have anything to do with the trail. He noted that the Comprehensive Plan does include a trail plan.

Mayor Tourville stated that trail shows up on the Comprehensive Plan as a possible trail in the future.

Ms. Koesther asked that the potential trail going down Barnes Avenue be removed from the Comprehensive Plan.

Mr. Carlson stated that as part of the Comprehensive Plan process, the Parks and Recreation Commission along with staff worked on the trail plan in an effort to connect existing trails, parks and neighborhoods. He added that from a planning perspective a trail along Barnes Avenue may be necessary and desired in the future.

Trudy Weise, 10195 Barnes Way, stated that Barnes Avenue is not a practical or safe place to be riding bikes.

Council members Klein and Grannis indicated that they would be in favor of removing the trail from the

Comprehensive Plan.

Pat Percy, 1850 96<sup>th</sup> St. E., asked what the process was to have trails removed from the Comprehensive Plan as up to this point the process has appeared to be arbitrary.

Mayor Tourville agreed with Ms. Percy and stated that he would not be in favor of taking the trail off at this time because a separate discussion needs to be had regarding the trail plan in which those residents affected are noticed and have an opportunity to give input.

Councilmember Piekarski Krech agreed that trails should not be removed from the plan right now and noted that trails were never discussed at the Planning Commission meeting.

Councilmember Grannis stated that trails are a part of the Comprehensive Plan and residents were notified that the Comprehensive Plan would be discussed at the meeting.

Councilmember Piekarski Krech stated that not everyone may know that the Comprehensive Plan includes a trail plan.

Shawn Schow, 1519 97<sup>th</sup> St. E., stated that he is concerned that the trail plan becomes memorialized if it is left in the Comprehensive Plan.

Mayor Tourville stated that the trail plan that is included with the Comprehensive Plan has been the same for ten years and has not been updated. He reiterated that he thinks that in order to be fair a separate discussion should be held regarding the trail plan. He asked if the Comprehensive Plan could be changed or modified within that ten-year time span.

Mr. Link responded that the Comprehensive Plan could be modified.

Mr. Grannis suggested that the trail along Barnes Avenue be removed from the plan at this time and then it could be added back in at a later date if the Council chooses to do so.

Mr. Link stated that an implementation tool could be added to the Comprehensive Plan that indicates that the City intends to examine and update the trail plan within the next couple years. He added that this would allow staff to work on the trail plan as a separate project.

Councilmember Piekarski Krech commented that she would be in favor of that option and liked the suggestion of doing a study on the trail plan to get more input and provide the Council to examine the bigger issue of connectivity.

Mr. Link pointed out that in the back of the Comprehensive Plan there are three pages dealing with implementation tools and suggested that a tool could be added indicating the City's intent to review or update the City trail plan. He noted that it could be labeled as a short-term tool, which is one to three years.

Mr. Kuntz identified the changes as directed by the Council to be: modify policy number two pertaining to affordable housing on page 4-8 with the language as suggested by Councilmember Klein, remove all references to greenways, remove the future Park designation on the Scherff property from both the Comprehensive Plan and the Park Plan and insert an implementation tool at the end of the Comprehensive Plan indicating the City's intent to review and/or update the trail plan. He clarified that at this point all of the trails are still shown on the plan.

**The City Council took a five minute break.**

Mr. Link showed a map of the triangle of properties located along Highway 52/55 and explained that the issue is if the properties should be zoned as Industrial or Rural Residential. He noted that some of the property owners have indicated that they would like the zoning to be changed to Rural Residential.

Harold Michie, 3125 105<sup>th</sup> St. E., discussed some of the properties in question and stated that there are six property owners that have requested that the zoning be changed to Rural Residential.

Mayor Tourville questioned if all the properties had to be changed to rural residential or if certain properties could remain industrial.

Mr. Link responded that some properties could be remain Industrial and some could be changed to Rural Residential.

Mike Safi, 8964 Almquist Way, stated that the he would like the parcel he owns to be zoned Industrial because it is the best use of the property. He noted that it is currently zoned as Agricultural property.

Councilmember Piekarski Krech stated that the Jeffries and U-Haul properties need to remain Industrial in order to stay in business.

Mr. Link noted that Mr. Safi has submitted an application for a Comprehensive Plan Amendment and it would be discussed at the upcoming Planning Commission meeting.

Mr. Michie clarified that if his property is zoned Light Industrial it would limit him in terms of the ability to sell his property in the future.

Mayor Tourville asked for a list that indicates which property owners want to retain their zoning designation and which ones want their designation changed.

Mr. Link responded that staff could prepare that information for the next meeting and suggested that all of the properties, including the Safi parcel, be discussed at the same time.

Mayor Tourville confirmed with the City Attorney that action could be taken on portions of the Comprehensive Plan tonight and other portions could be considered at another time.

Mr. Link stated that additional direction was needed regarding the trail plan and noted that there is a statutory requirement that the City have a trail plan.

Councilmember Piekarski Krech suggested that the trail plan should be labeled as conceptual.

Mayor Tourville stated that the Council should not remove trails from the plan without consulting the Parks and Recreation Commission.

Councilmember Grannis stated that he is fine with labeling the trail plan as conceptual if the trails that residents are not in favor of are removed from the plan.

**Motion by Klein, second by Grannis, to remove the trails along Barnes Avenue, 96<sup>th</sup> Street and 105<sup>th</sup> Street.**

Councilmember Piekarski Krech stated that she is not necessarily against the removal of those trails from the plan, but feel that there needs to be a fair process followed before they are removed.

**Ayes: 2 (Klein, Grannis)**

**Nays: 2 (Piekarski Krech, Tourville)      Motion failed.**

Mr. Kuntz stated that the Rich Valley Park expansion includes more land than just the 10 acres owned by Mr. Scherff. He questioned if it is the intent of the Council to remove the entire expansion or just the Scherff parcel.

Councilmember Piekarski Krech stated that item 13 in the implementation initiative does not identify or designate any properties and asked if that implementation initiative would satisfy the requirements for submission of the plan to the Metropolitan Council because the park expansion is still identified as a long-term goal. She suggested that the entire area that is proposed to be designated as future Park property on the land use map should be removed and item 13 in the implementation initiative should be retained.

Brad Scheib agreed that it makes more sense to remove the entire area proposed to be designated as future park land from the land use map.

Councilmember Grannis clarified that all of the designated greenways and natural areas would be removed from the plan.

Mr. Scherff asked for clarification regarding the language of item 13 of the implementation initiative.

Councilmember Piekarski Krech recited that item 13 states that:

“The Comprehensive Plan identifies Rich Valley Park as a candidate for expansion of community athletic facilities. The City should explore with affected property owners the alternatives for expanding the park including acquisition and relocation.”

She further clarified that the implementation initiative does not identify or designate properties and the proposed designation on the land use map is to be removed completely.

Mr. Kuntz summarized that a motion for approval would include the following: modification of the affordable housing section as suggested by staff except for the change to policy number two on page 4-8 as modified by the Council; elimination of all references to greenways and natural areas; removal of the proposed designation of future park property as it relates to the expansion of Rich Valley Park from the land use map and the retention of implementation initiative number 13, the addition of an implementation section regarding the City’s intent to further study and update the trail plan and to label the current trail plan as conceptual.

**Motion by Piekarski Krech, second by Klein to adopt Resolution 08-254 approving the City of Inver Grove Heights Comprehensive Plan with the changes as noted.**

Councilmember Grannis stated that he would vote against the motion because it includes the trails which were requested to be removed on the conceptual trail plan.

**Ayes: 3**

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

Mr. Kuntz emphasized that this action was for preliminary approval of the Comprehensive Plan, and final approval would still be required.

**PARKS AND RECREATION:**

**E. CITY OF INVER GROVE HEIGHTS; Consider Approval of Contractor for Prairie Establishment in Heritage Village Park**

Mr. Carlson explained that the project would involve the establishment of 14-acres of natural prairie in Heritage Village Park. He stated that a portion of the project would be funded through a MN DNR Remediation Grant. He added that the cost includes a five-year monitoring of the prairie establishment by the contractor. He noted that the remainder of the project would be funded from the Parks Maintenance Operating Budget.

Councilmember Klein asked if the prairie would affect the plans for active recreational areas in the park.

Mr. Carlson responded that the prairie would be established in a different area of the park.

**Motion by Klein, second by Grannis, to approve Contract with Prairie Restoration, Inc. in an amount not to exceed \$38,500 for Prairie Establishment in Heritage Village Park**

**Ayes: 4**

**Nays: 0 Motion carried.**

**F. CITY OF INVER GROVE HEIGHTS; Consider Approval of Mississippi River Regional Trail through Heritage Village Park & Doffing Ave.**

Mr. Carlson reviewed the concept plan for the proposed location of the Mississippi River Regional Trail. He explained that there was a question of where the trail was going to be located in reference to the property located at 6549 Doffing Avenue. He stated that the edge of the trail, closest to the residence, would be located 20 feet from the foundation. He explained that the Council also wanted to make sure that the drainage issues between 65<sup>th</sup> Street and 66<sup>th</sup> Street had been addressed. He stated that the City’s Engineering department has reviewed and approved the drainage plan through that area.

Councilmember Grannis clarified that the owner of the property located at 6549 has requested that the City purchase the property.

Mr. Carlson confirmed that the property owners have requested that the City purchase their property. He

noted that there is no guarantee that the City and the property owner will come to an agreement.

Mayor Tourville stated that the property at 6549 Doffing Ave. is severely affected, and suggested that the County put funding that was to be used for fencing or screening of that property towards assisting the City with the purchase.

Todd, Dakota County, stated that the County generally does not purchase properties and indicated that they do look at ways to minimize the impact to the property. He discussed the existing drainage problems and stated that the issue has been reviewed and a plan to mitigate those concerns has been developed.

Scott Priebe 6556 Doffing Ave. E., stated that he lives directly across the street from the property at 6549 Doffing Ave. He questioned why the trail was not being run through the park. He commented that the proposed location along Doffing Avenue is not safe.

Mr. Carlson responded that there is no park where the trail is proposed to be located because the City does not own all the property located along Doffing Ave. He referred to the Master Park Plan and stated that it identifies a conceptual street at 63<sup>rd</sup>, but not a through street. He noted it would serve as a primary entrance to the park.

Mr. Priebe stated that there are no curbs along Doffing Avenue, the road is very narrow or wide at certain points and is not in great condition. He discussed the drainage issues and expressed concerns that there would be more traffic along Doffing Avenue.

Councilmember Piekarski Krech clarified that the reason they are not doing 65<sup>th</sup> is because the railroad crossing is being closed.

Mr. Carlson stated that representatives from the railroad indicated that the City would need to close one other crossing to get the entrance at 63<sup>rd</sup> Street.

Mayor Tourville stated that the location of the trail is following a route where there is right-of-way. He clarified that they are unable to get to the connection point on Concord if the trail is routed through the park.

Mr. Carlson stated that if the trail is not built next year the County will lose the grant money and the trail will not get built.

Mayor Tourville asked if the City owned all of the property to 66<sup>th</sup> Street if the trail could have stayed in the park.

Mr. Carlson responded yes, if the City owned the property.

Mr. Priebe asked why the trail could not be run through the park, up to 65<sup>th</sup> Street and talk to Allied Waste about placing the trail between West side of their property and the railroad.

Mayor Tourville asked if the County spoke with Allied Waste regarding placement of the trail along the West side of their property and also asked if there was a water problem at 65<sup>th</sup> Street and Doffing Ave.

Todd, Dakota County, stated after meeting on-site and walking the entire route the County did look at other options including having the trail go up 65<sup>th</sup> Street. He explained that route would require a railroad crossing and would effectively eliminate the opportunity for a crossing at 63<sup>rd</sup> Street. He stated that he also met with representatives of Allied Waste and they were receptive to giving up a 20 foot strip of property if they were compensated for that piece of property.

Councilmember Grannis stated that he would be in favor of the proposed alignment because the resident at 6549 Doffing Avenue has agreed to voluntarily sell the property to the City.

Councilmember Piekarski Krech asked if all of Doffing Avenue was located in the flood plain.

Mr. Link responded that most of it is, but not all of it.

Mr. Priebe stated that his property and the property at 6549 Doffing Avenue are both located in the flood plain. He recommended running the trail through park, down 65<sup>th</sup> Street, and up Doffing Avenue to 66<sup>th</sup> Street. He reiterated that it would be a mistake to run the trail along Doffing Avenue.

Mayor Tourville asked what the separation is between the road asphalt and the trail.

Todd, Dakota County, stated that there is a total of five feet and indicated that it would be green space between Doffing Avenue and the trail.

Mayor Tourville stated that the location of the trail along Doffing will only work if the City is able to reach an agreement with the property owners at 6549 Doffing Avenue. He added that if an agreement cannot be reached, the trail will need to be moved and the County may have to look more seriously at the option to run the trail along the West side of the Allied Waste property.

Mr. Lynch summarized that it is the desire of the Council to continue to look at the plan as proposed and that they want staff to work with the County on the potential acquisition of the property located 6549 Doffing Avenue so that the trail is able to run down Doffing Avenue to 66<sup>th</sup> Street. He further summarized that if an agreement cannot be reached with the County or with the property owner then a different plan for location of the trail will have to be considered, either through the park, potentially through the Allied Waste property or up 65<sup>th</sup> Street.

Todd, Dakota County, stated that there is a March 31<sup>st</sup> deadline and the project needs to continue to move forward through the negotiation process. He stated that stopping the project or trying to redirect the trail through the Allied Waste property would most likely result in not being able to complete the project because the County will not have the proper amount of time to acquire the necessary property by the deadline.

Mr. Lynch noted that the pressure is on the County, not the City, to come up with a plan that is acceptable.

**Motion by Grannis, second by Piekarski Krech, to direct staff to work to acquire the property at 6549 Doffing Avenue, and seek assistance from the County to help pay for acquisition of the property, so that the trail can be run down Doffing Avenue, to 66<sup>th</sup> Street, to Concord Boulevard.**

**Ayes: 4**

**Nays: 0      Motion carried.**

#### **ADMINISTRATION:**

**G. CITY OF INVER GROVE HEIGHTS;** Consider approval of the attached resolution and table setting forth license fees, administrative service fees and permit fees for 2009

Ms. Teppen explained that on an annual basis staff submits recommendations to the Council regarding various license fees, administrative service fees and permit fees. She stated that the fees are reviewed internally and are also compared to the fees that other metro area cities are charging for the same things. She explained that small adjustments to various fees are recommended for 2009.

Councilmember Klein referred to page 2 and asked if pond brokers were eliminated in the City.

Mr. Kuntz stated that the Council increased the restrictions and the manner of handling them but did not recall that they had been eliminated.

Councilmember Piekarski Krech asked what the rationale was for some of the increases.

Ms. Teppen responded that the increase to the charge for garbage haulers was based on an attempt to get more money from the haulers because their trucks contribute to the wear and tear on City streets. She stated that the code books are going to be redone and the cost for reproducing them is increasing.

**Motion by Klein, second by Grannis, to adopt Resolution 08-255 and the table setting forth license fees, administrative service fees and permit fees for 2009**

**Ayes: 4**

**Nays: 0      Motion carried.**

**H. CITY OF INVER GROVE HEIGHTS;** Consider First Reading of an Ordinance Amending Section 1010 and Section 515.40, Subd. 9 Adjusting Development Fees for 2009

Ms. Teppen explained that the Council is being asked to consider the first reading to amend the City Code to adjust the fees and charges associated with development activities. She stated that this would include water and sanitary sewer connection fees, as well as fees associated with planning activities. She noted that new fees must be adopted by January 1<sup>st</sup> in order to be in effect for 2009 and a public hearing, scheduled for November 24<sup>th</sup>, must be held regarding the proposed fees.

Councilmember Klein asked if the current developers planned for these increases.

Councilmember Grannis stated that the new fees would not apply to development that has already been approved by the Council.

Councilmember Piekarski Krech and Councilmember Grannis expressed concern regarding how the increase would impact future development.

Mayor Tourville asked that the proposed changes be sent to the Chamber of Commerce, Progress Plus and local papers.

**Motion by Piekarski Krech, second by Grannis, to approve the First Reading of an Ordinance Amending Section 1010 and Section 515.40, Subd. 9 Adjusting Development Fees for 2009**

**Ayes: 4**

**Nays: 0      Motion carried.**

**8. MAYOR AND COUNCIL COMMENTS:**

Councilmember Klein announced that "Holiday on Main Street" is scheduled for December 13<sup>th</sup> from 2:00 p.m. to 5:30 p.m.

**9. ADJOURN:** Motion by Klein, second by Grannis, to adjourn. The meeting was adjourned by unanimous vote at 12:15 a.m.

**CITY OF INVER GROVE HEIGHTS**

**REQUEST FOR COUNCIL ACTION**

Meeting Date: November 24, 2008  
 Item Type: Consent  
 Contact: Cathy Shea 651-450-2521  
 Prepared by: Cathy Shea Asst. Finance Director  
 Reviewed by: N/A

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

**PURPOSE/ACTION REQUESTED**

Approve the attached resolution approving disbursements for the period of November 6, 2008 to November 19, 2008.

**SUMMARY**

Shown below is a listing of the disbursements for the various funds for the period ending November 19, 2008. The detail of these disbursements is attached to this memo.

General & Special Reveune	\$418,273.27
Debt Service & Capital Projects	1,633,049.34
Enterprise & Internal Service	234,431.11
Escrows	60,178.29
	<hr/>
Grand Total for All Funds	<u><u>\$2,345,932.01</u></u>

If you have any questions about any of the disbursements on the list, please call Ann Lanoue at 651-450-2517 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 November 6, 2008 to November 19, 2008, and the listing of disbursements requested for approval.

DAKOTA COUNTY, MINNESOTA

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

**RESOLUTION APPROVING DISBURSEMENTS FOR THE  
PERIOD ENDING NOVEMBER 19, 2008**

**WHEREAS**, a list of disbursements for the period ending November 19, 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	\$ 418,273.27
Debt Service & Capital Projects	1,633,049.34
Enterprise & Internal Service	234,431.11
Escrows	<u>60,178.29</u>
Grand Total for All Funds	<u>\$ 2,345,932.01</u>

Adopted by the City Council of Inver Grove Heights this 24th day of November, 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
11/10/2008	91301	POTBELLY SANDWICH WORKS	city of inver grove	101-1000-413.50-75		* Total	95.70 95.70
11/12/2008	91306	BATTERIES PLUS	cust c1034	101-4200-423.60-65		* Total	44.70 44.70
11/12/2008	91307	BERGERSON-CASWELL INC	cust invergr	101-6000-451.30-70		* Total	1,085.00 1,085.00
11/12/2008	91308	BOWE, JAMES	chg to bldg plan chg to bldg plan	101-0000-322.10-00 101-0000-322.15-00		* Total	86.00 55.90 141.90
11/12/2008	91309	BRINKMAN, AMY	food - election judges	101-1200-414.50-75		* Total	49.72 49.72
11/12/2008	91310	CANADA GOOSE PROGRAM, T	city of inver grove	101-6000-451.30-70		* Total	2,402.64 2,402.64
11/12/2008	91317	DAKOTA ELECTRIC ASSN	acct 3935632	101-6000-451.40-10		* Total	340.05 340.05
11/12/2008	91318	DAKOTA ELECTRIC ASSN	acct 2468379	101-6000-451.40-10		* Total	2,503.28 2,503.28
11/12/2008	91319	DAKOTA ELECTRIC ASSN	acct 2501658	101-6000-451.40-10		* Total	415.56 415.56
11/12/2008	91321	DIAMOND MOWERS INC	city of inver grove hgts	101-5200-443.40-50		* Total	5,325.00 5,325.00
11/12/2008	91327	FERRELLGAS	acct 7754787	101-5200-443.60-16		* Total	18.15 18.15
11/12/2008	91329	FLAIR FOUNTAINS	city of inver grove	101-6000-451.40-47		* Total	1,796.20 1,796.20
11/12/2008	91330	G & K SERVICES	cust 7494701 cust 7494701	101-5200-443.60-45 101-6000-451.60-45		* Total	47.87 119.27 167.14
11/12/2008	91333	GOPHER STATE TROPHIES	igh fire dept	101-4200-423.60-06		* Total	5.00 5.00
11/12/2008	91334	GRAINGER	acct 806460150 acct 806460150	101-5200-443.60-16 101-5200-443.60-16		* Total	107.63 16.64 124.27
11/12/2008	91336	HEARTLAND SERVICES INC	acct 90039863	101-4000-421.60-40		* Total	200.00 200.00
11/12/2008	91354	MENARDS - WEST ST. PAUL	acct 30170270	101-6000-451.40-40		* Total	23.60 23.60

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
11/12/2008	91355	METROPOLITAN COUNCIL EN	city of inver grove	101-0000-341.40-00		11/2008 * Total	985.50- 985.50-
11/12/2008	91356	MIKE'S SHOE REPAIR, INC	city of inver grove	101-4200-423.60-45		11/2008 * Total	24.00 24.00
11/12/2008	91359	MN NCPERS LIFE INSURANC	city of inver grove hqts	101-0000-203.16-00		11/2008 * Total	208.00 208.00
11/12/2008	91362	MN TRANSPORTATION ALLIA	city of inver grove	101-1000-413.50-80		11/2008 * Total	20.00 20.00
11/12/2008	91366	NEXTEL COMMUNICATIONS	acct 266948529	101-4000-421.50-20		11/2008 * Total	159.37 159.37
11/12/2008	91367	NEXTEL COMMUNICATIONS	acct 634573312	101-3300-419.50-20		11/2008 * Total	16.31 16.31
11/12/2008	91373	PHILLIPS MEDICAL SYSTEMS	cust 94152023	101-4200-423.40-42		11/2008 * Total	112.50 112.50
11/12/2008	91377	QWEST	acct 6514577674	101-6000-451.50-20		11/2008 * Total	41.09 41.09
11/12/2008	91378	QWEST	acct 6514577671	101-6000-451.50-20		11/2008 * Total	41.09 41.09
11/12/2008	91382	RHEAUME, MELISSA	meal - election judge pens elections	101-1200-414.50-75 101-1200-414.60-10		11/2008 11/2008 * Total	53.04 51.24 104.28
11/12/2008	91389	ST. PAUL HARLEY-DAVIDSO	city of inver grove pd	101-4000-421.60-40		11/2008 * Total	10.20 10.20
11/12/2008	91390	STAR TRIBUNE	acct 1000017984	101-1100-413.50-25		11/2008 * Total	1,219.80 1,219.80
11/12/2008	91393	TACHENY ROOFING	job canceled	101-0000-322.10-00		11/2008 * Total	80.00 80.00
11/12/2008	91394	TEPPEN, JENELLE	pop/water elections	101-1200-414.50-75		11/2008 * Total	26.85 26.85
11/12/2008	91396	TIMESAVER OFF SITE SECR	city of inver grove	101-1100-413.30-70		11/2008 * Total	489.85 489.85
11/12/2008	91397	TOTAL CONSTRUCTION & EQ	city of inver grove	101-6000-451.40-40		11/2008 * Total	88.40 88.40
11/12/2008	91399	U OF M	attende; john schmeling	101-5100-442.50-80		11/2008 * Total	115.00 115.00
11/12/2008	91400	UNIFORMS UNLIMITED	acct114866	101-4000-421.60-45		11/2008	49.00

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
11/12/2008	91406	XCEL ENERGY	acct 5188494737	101-5400-445.40-20		* Total	49.00
11/17/2008	91413	POTBELLY SANDWICH WORKS	city of inver grove hgts	101-1000-413.50-75		* Total	125.94
11/19/2008	91416	ADMINISTRATION RESOURCE	city of inver grove hgts	101-1100-413.30-55		11/2008	18.25
			city of inver grove hgts	101-2000-415.30-55		11/2008	30.24
			city of inver grove hgts	101-3000-419.30-55		11/2008	8.50
			city of inver grove hgts	101-3200-419.30-55		11/2008	4.25
			city of inver grove hgts	101-3300-419.30-55		11/2008	14.25
			city of inver grove hgts	101-4000-421.30-55		11/2008	62.25
			city of inver grove hgts	101-5100-442.30-55		11/2008	36.00
			city of inver grove hgts	101-6000-451.30-55		11/2008	1.96
						* Total	175.70
11/19/2008	91418	ADMINISTRATION RESOURCE	city of inver grove hgts	101-1100-413.30-55		11/2008	18.25
			city of inver grove hgts	101-2000-415.30-55		11/2008	30.24
			city of inver grove hgts	101-3000-419.30-55		11/2008	8.50
			city of inver grove hgts	101-3200-419.30-55		11/2008	4.25
			city of inver grove hgts	101-3300-419.30-55		11/2008	14.25
			city of inver grove hgts	101-4000-421.30-55		11/2008	62.25
			city of inver grove hgts	101-5100-442.30-55		11/2008	36.00
			city of inver grove hgts	101-6000-451.30-55		11/2008	1.96
						* Total	175.70
11/19/2008	91425	BATTERIES PLUS	cust ci034	101-5100-442.60-40		11/2008	22.54
11/19/2008	91427	BITUMINOUS ROADWAYS, IN	cust 35265	101-5200-443.60-16		11/2008	2,322.70
						* Total	2,322.70
11/19/2008	91430	BRINKMAN, AMY	snacks - flu shot clinic	101-1100-413.50-75		11/2008	32.45
11/19/2008	91435	CITY OF SAINT PAUL	city of inver grove hgts	101-5200-443.60-16		* Total	32.45
11/19/2008	91439	DAKOTA COMMUNICATIONS C	city of inver grove	101-4000-421.70-30		11/2008	18,595.00
			city of inver grove	101-4200-423.70-50		11/2008	9,297.00
						* Total	27,892.00
11/19/2008	91443	DAKOTA ELECTRIC ASSN	acct 1093947	101-5400-445.40-20		11/2008	934.18
						* Total	934.18
11/19/2008	91444	DATA FLOW	city of inver grove hgts	101-2000-415.50-30		11/2008	92.17
						* Total	92.17
11/19/2008	91446	DODGE, STEVE	condal meeting luncheon	101-5000-441.50-75		11/2008	190.00
						* Total	190.00

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
11/19/2008	91451	EMMONS & OLIVIER RESOUR	city of inver grove hghts	101-5100-442.30-30		11/2008	2,616.75
			city of inver grove hghts	101-5100-442.30-30		11/2008	106.78
					*	Total	2,723.53
11/19/2008	91454	G & K SERVICES	cust 7494701	101-5200-443.60-45		11/2008	47.87
			cust 7494701	101-6000-451.60-45		11/2008	61.38
					*	Total	109.25
11/19/2008	91455	GERTEN'S LANDSCAPING	city of inver grove	101-5200-443.60-16		11/2008	56.04
					*	Total	56.04
11/19/2008	91458	GOVERNMENT FINANCE OFFI	SUBSCRIPTION 300049482	101-2000-415.50-70		11/2008	185.00
					*	Total	185.00
11/19/2008	91460	HEALTH PARTNERS	city of inver grove	101-0000-203.07-00		11/2008	2,968.13
			city of inver grove	101-0000-203.08-00		11/2008	276.31
					*	Total	3,244.44
11/19/2008	91461	HEALTH PARTNERS	city of inver grove	101-0000-203.07-00		11/2008	76,025.21
			city of inver grove	101-0000-203.08-00		11/2008	6,353.43
					*	Total	82,378.64
11/19/2008	91462	HEIMAN FIRE EQUIPMENT	cust 22348	101-4200-423.30-70		11/2008	9,058.80
					*	Total	9,058.80
11/19/2008	91465	IAFC MEMBERSHIP	jeff schadegg 82644	101-4200-423.50-70		11/2008	210.00
					*	Total	210.00
11/19/2008	91466	IGH FIRE RELIEF ASSN	CITY OF INVER GROVE	101-4200-423.20-50		11/2008	28,000.00
			CITY OF INVER GROVE	101-4200-423.20-50		11/2008	140,506.00
					*	Total	168,506.00
11/19/2008	91470	LANGUAGE LINE SERVICES	ACT 9020909043	101-4000-421.50-20		11/2008	8.28
					*	Total	8.28
11/19/2008	91473	LEVANDER, GILLEN & MILL	client 81000E	101-1000-413.30-40		11/2008	120.00
			client 81000E	101-1000-413.30-42		11/2008	9,940.59
			client 81000E	101-3200-419.30-42		11/2008	3,367.94
			client 81000E	101-3300-419.30-42		11/2008	318.96
			client 81000E	101-4000-421.30-42		11/2008	445.29
			client 81000E	101-5000-441.30-42		11/2008	3,880.89
			client 81000E	101-5100-442.30-42		11/2008	60.00
					*	Total	18,133.67
11/19/2008	91474	LEVANDER, GILLEN & MILL	CLIENT 92000E	101-4000-421.30-41		11/2008	22,252.00
					*	Total	22,252.00
11/19/2008	91476	MINNEAPOLIS OXYGEN CO.	cust 113506	101-4200-423.40-42		11/2008	105.12
					*	Total	105.12
11/19/2008	91479	MN STATE COLLEGES & UNI	cust 3626	101-4200-423.60-18		11/2008	242.62
					*	Total	242.62

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11/19/2008	91480	MUNICIPAL/COMMERCIAL SE	city of inver grove	101-4200-423.40-40		11/2008 * Total	790.00 790.00
11/19/2008	91483	NORTH COUNTRY INTERIORS	city of inver grove	101-3300-419.30-70		11/2008	139.00
			city of inver grove	101-3300-419.30-70		11/2008 * Total	80.00 219.00
11/19/2008	91485	OHNESWERE, RAJENDRA	application fee returned	101-0000-341.30-00		11/2008 * Total	200.00 200.00
11/19/2008	91488	PEARSON EDUCATION	acct 04232600	101-4200-423.60-18		11/2008 * Total	261.90 261.90
11/19/2008	91493	RHEAUME, MELISSA	postage - liquor license	101-1100-413.50-35		11/2008	49.50
			mileage - election	101-1200-414.50-65		11/2008 * Total	82.03 131.53
11/19/2008	91497	SCHLOMKA SERVICES LLC	inver grove hgts fd	101-4200-423.40-40		11/2008 * Total	150.00 150.00
11/19/2008	91499	SHORT ELLIOTT HENDRICKS	client 4340	101-5100-442.30-30		11/2008 * Total	7,871.77 7,871.77
11/19/2008	91501	SOLBERG AGGREGATE CO	city of inver grove	101-5200-443.60-16		11/2008 * Total	477.72 477.72
11/19/2008	91504	SUNGARD PUBLIC SECTOR I	CITY OF INVER GROVE HGTS	101-2000-415.50-70		11/2008 * Total	195.00 195.00
11/19/2008	91505	T MOBILE	acct 494910368	101-5100-442.50-20		11/2008 * Total	49.99 49.99
11/19/2008	91507	TEPPEN, JENELLE	milege to apmp meeting	101-1100-413.50-65		11/2008	13.29
			apmp meeting	101-1100-413.50-75		11/2008 * Total	15.00 28.29
11/19/2008	91509	TRANS UNION LLC	acct 0924v0008542	101-1100-413.30-50		11/2008 * Total	24.60 24.60
11/19/2008	91511	ULINE	acct 47999308	101-1200-414.60-65		11/2008 * Total	81.13 81.13
11/19/2008	91513	USA MOBILITY WIRELESS I	ACCT 03174091	101-4000-421.50-20		11/2008 * Total	22.06 22.06
11/19/2008	91514	VERIZON WIRELESS	acct 580565481	101-5100-442.50-20		11/2008 * Total	249.57 249.57
11/19/2008	91516	WSB & ASSOCIATES, INC.	city of inver grove hgts	101-5100-442.30-30		11/2008 * Total	1,618.00 1,618.00
11/19/2008	91517	XCEL ENERGY	ACCT 5152791130	101-5200-443.40-20		11/2008	86.33
			ACCT 5152791130	101-5400-445.40-20		11/2008 * Total	8,228.47 8,228.47

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11/19/2008	91518	XCEL ENERGY	acct 5164351291	101-5400-445.40-20		11/2008	102.28
						* Total	102.28
11/12/2008	91376	PROGRESS PLUS	acct 1053	201-1600-465.30-70	** Fund Total	11/2008	2,034.34
			acct 1053	201-1600-465.40-65		11/2008	200.00
						* Total	2,234.34
11/19/2008	91494	RIVER VALLEY NEWSPAPER	acct 60049989	201-1600-465.50-25		11/2008	2,126.57
						* Total	2,126.57
11/12/2008	91322	EAGAN, CITY OF	inver grove hgts	403-0000-207.05-00	** Fund Total	11/2008	4,360.91
						* Total	1,905.00
						* Total	1,905.00
11/12/2008	91355	METROPOLITAN COUNCIL EN	city of inver grove	404-0000-217.00-00	** Fund Total	11/2008	1,905.00
						* Total	98,550.00
						* Total	98,550.00
11/19/2008	91441	DAKOTA CTY TREASURER	city of inver grove hgts	421-5912-721.80-30	0112	11/2008	23,998.24
						* Total	23,998.24
11/19/2008	91473	LEVANDER, GILLEN & MILL	client 81000E	421-5912-721.30-42	0112	11/2008	54.00
						* Total	54.00
11/19/2008	91516	WSB & ASSOCIATES, INC.	city of inver grove hgts	421-5912-721.30-30	0112	11/2008	5,585.00
						* Total	5,585.00
11/19/2008	91420	AMERICAN ENGINEERING TE	cust inv001	423-5903-723.30-34	0303	11/2008	2,610.70
						* Total	2,610.70
11/19/2008	91438	DAHNS CONSTRUCTION	south sewer improvements	423-5903-723.80-30	0303	11/2008	306,048.49
						* Total	306,048.49
11/19/2008	91447	EARL F ANDERSEN INC	city of inver grove hgts	423-5903-723.30-70	0303	11/2008	1,560.41
						* Total	1,560.41
11/19/2008	91469	KIMLEY-HORN & ASSOCIATE	city of inver grove hgts	423-5903-723.30-30	0303	11/2008	12,016.48
						* Total	12,016.48
11/19/2008	91473	LEVANDER, GILLEN & MILL	client 81000E	423-5903-723.30-42	0303	11/2008	3,705.34
						* Total	3,705.34
					** Fund Total		325,941.42

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11/12/2008	91388	ST. CROIX TREE SERVICE,	city of inver grove	425-5907-725.80-30	0507	11/2008 * Total	11,076.00 11,076.00
11/12/2008	91398	TOTAL REPAIR, INC.	city of inver grove	425-5907-725.80-30	0507	11/2008 11/2008	5,135.00 1,047.80
			city of inver grove	425-5907-725.80-30	0507	* Total	6,182.80
11/19/2008	91473	LEVANDER, GILLEN & MILL	client 81000E	425-5906-725.30-42	0506	11/2008 * Total	2,971.50 2,971.50
11/19/2008	91491	PROSOURCE TECHNOLOGIES,	city of inver grove	425-5906-725.30-42	0506	11/2008	7,900.71
			CITY OF INVER GROVE HGTS	425-5906-725.30-70	0506	11/2008 * Total	7,082.40 14,983.11
				4 Checks	** Fund Total		35,213.41
11/19/2008	91429	BONESTROO, ROSENE, ANDE	city of inver grove hgts	426-5904-726.30-30	0604	11/2008	866.44
			city of inver grove hgts	426-5904-726.30-30	0604	11/2008 * Total	2,606.50 3,472.94
11/19/2008	91469	KIMLEY-HORN & ASSOCIATE	city of inver grove hgts	427-5917-727.30-30	0717	11/2008 * Total	1,737.09 1,737.09
11/19/2008	91495	S. M. HENTGES & SONS, I	hilltip elementary	427-5913-727.80-30	0713	11/2008 * Total	10,517.51 10,517.51
				1 Checks	** Fund Total		3,472.94
11/12/2008	91347	KRECH, O'BRIEN, MUELLER	city of inver grove	428-5918-728.30-70	0818	11/2008 * Total	5,513.84 5,513.84
11/12/2008	91387	ST CROIX TREE SERVICE	city of inver grove	428-5923-728.80-30	0823	11/2008 * Total	3,450.60 3,450.60
11/12/2008	91409	YAGGY COLBY ASSOCIATES	city of inver grove hgts	428-5923-728.30-32	0823	11/2008 * Total	2,182.70 2,182.70
11/19/2008	91428	BOLTON & MENK, INC.	city of inver grove hgts	428-5915-728.30-30	0815	11/2008 * Total	4,968.00 4,968.00
11/19/2008	91469	KIMLEY-HORN & ASSOCIATE	city of inver grove hgts	428-5910-728.30-30	0810	11/2008	7,126.59
			city of inver grove hgts	428-5911-728.30-30	0811	11/2008 * Total	1,750.00 8,876.59
11/19/2008	91473	LEVANDER, GILLEN & MILL	client 81000E	428-5910-728.30-42	0810	11/2008 * Total	4,157.40 4,157.40
11/19/2008	91516	WSB & ASSOCIATES, INC.	city of inver grove hgts	428-5913-728.30-30	0813	11/2008 * Total	7,104.50 7,104.50
				7 Checks	** Fund Total		36,253.63

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11/19/2008	91451	EMMONS & OLIVIER RESOUR	city of inver grove hghts	429-5901-729.30-30	0901	11/2008 * Total	1,739.75 1,739.75
11/19/2008	91503	STONEBROOKE ENGINEERING	city of inver grove	429-5901-729.30-30	0901	11/2008 * Total	24,814.49 24,814.49
				2 Checks	** Fund Total		26,554.24
11/19/2008	91420	AMERICAN ENGINEERING TE	cust inv001	440-5900-740.30-34	0809D	11/2008	13,310.60
			cust inv001	440-5900-740.30-34	0809D	11/2008	860.50
					* Total		14,171.10
11/19/2008	91469	KIMLEY-HORN & ASSOCIATE	city of inver grove hghts	440-5900-740.30-30	0809D	11/2008 * Total	1,817.93 1,817.93
11/19/2008	91473	LEVANDER, GILLEN & MILL	client 81000E	440-5900-740.30-42	0809D	11/2008 * Total	127.50 127.50
11/19/2008	91512	URBAN COMPANIES	south grove sod replacemt	440-5900-740.80-30	0809H	11/2008 * Total	20,731.72 20,731.72
				4 Checks	** Fund Total		36,848.25
11/19/2008	91502	SOUTH ST PAUL, CITY OF	city of inver grove hghts	441-0000-207.08-00		11/2008 * Total	40.50 40.50
11/12/2008	91388	ST. CROIX TREE SERVICE,	city of inver grove	443-5900-743.60-16		11/2008 * Total	1,715.00 1,715.00
				1 Checks	** Fund Total		40.50
11/13/2008	91412	TARGET CORPORATION	overpmt water & sewer	446-0000-343.12-00		11/2008	110,240.00
			overpmt water & sewer	446-0000-343.22-00		11/2008	168,220.00
					* Total		278,460.00
11/19/2008	91420	AMERICAN ENGINEERING TE	cust inv001	446-5915-746.30-34	0315A	11/2008 * Total	405.85 405.85
11/19/2008	91421	AMES CONSTRUCTION INC	nw trunk utility	446-5915-746.80-30	0315	11/2008 * Total	684,471.40 684,471.40
11/19/2008	91428	BOLTON & MENK, INC.	city of inver grove hghts	446-5915-746.30-30	0315A	11/2008	911.75
			city of inver grove hghts	446-5915-746.30-30	0315	11/2008	41,250.60
			city of inver grove hghts	446-5915-746.30-32	0315A	11/2008 * Total	10,271.50 52,433.85
11/19/2008	91440	DAKOTA CTY PROPERTY REC	city of inver grove hghts	446-5915-746.80-10	0315	11/2008 * Total	1,599.63 1,599.63
11/19/2008	91451	EMMONS & OLIVIER RESOUR	city of inver grove hghts	446-5915-746.30-30	0315A	11/2008	488.50
			city of inver grove hghts	446-5905-746.30-30	0705	11/2008	5,423.25

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11/19/2008	91452	EVERGREEN LAND SERVICES	city of inver grove hgts	446-5915-746.80-10	0315	11/2008	381.53
						* Total	381.53
11/19/2008	91473	LEVANDER, GILLEN & MILL	client 81000E	446-5915-746.30-42	0315	11/2008	769.10
						* Total	769.10
11/12/2008	91345	KENNEDY & GRAVEN	city of inver grove	453-9000-570.30-44	** Fund Total	11/2008	1,024,433.11
						* Total	230.00
11/12/2008	91302	ACE BLACKTOP, INC.	city of inver grove hgts	501-7100-512.40-46	** Fund Total	11/2008	4,887.54
						* Total	4,887.54
11/12/2008	91330	G & K SERVICES	cust 7494701	501-7100-512.60-45	** Fund Total	11/2008	25.77
						* Total	25.77
11/12/2008	91331	GARTZKE CONSTRUCTION IN	city of inver grove hgts	501-7100-512.40-43	** Fund Total	11/2008	1,527.50
						* Total	4,785.00
11/12/2008	91337	HIGHWAY TECHNOLOGIES, I	acct 9500891	501-7100-512.40-43	** Fund Total	11/2008	617.14
						* Total	617.14
11/12/2008	91360	MN PIPE & EQUIPMENT	acct 2195	501-7100-512.40-43	** Fund Total	11/2008	1,133.13
						* Total	1,133.13
11/12/2008	91369	NORTHWESTERN POWER EQUI	city of inver grove hgts	501-7100-512.40-43	** Fund Total	11/2008	37,318.67
						* Total	37,318.67
11/12/2008	91370	NOVA FROST INC	city of inver grove hgts	501-7100-512.40-43	** Fund Total	11/2008	4,000.00
						* Total	4,000.00
11/12/2008	91392	SWEENEY, JIM	awwa conference	501-7100-512.50-75	** Fund Total	11/2008	628.28
						* Total	628.28
11/19/2008	91414	ACE PAINT & HARDWARE	cust 1126	501-7100-512.60-16	** Fund Total	11/2008	2.94
						* Total	11.17
11/19/2008	91418	ADMINISTRATION RESOURCE	city of inver grove hgts	501-7100-512.30-55	** Fund Total	11/2008	23.84
						* Total	23.84
11/19/2008	91442	DAKOTA ELECTRIC ASSN	acct 2148310	501-7100-512.40-20	** Fund Total	11/2008	8.78
						* Total	8.78

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11/19/2008	91449	ECOLAB PEST ELIMINATION	cust wate01590001	501-7100-512.40-40		11/2008	62.99
			cust wate01590001	501-7100-512.40-40		11/2008	62.99
						* Total	125.98
11/19/2008	91454	G & K SERVICES	cust 7494701	501-7100-512.60-45		11/2008	66.29
						* Total	66.29
11/19/2008	91456	GERTEN'S LANDSCAPING	city of igh	501-7100-512.60-16		11/2008	11.74
						* Total	11.74
11/19/2008	91468	JRK SEED & TURF SUPPLY	city of inver grove	501-7100-512.60-16		11/2008	362.95
						* Total	362.95
11/19/2008	91475	MID AMERICA METER, INC.	city of inver grove	501-7100-512.30-70		11/2008	150.00
						* Total	150.00
11/19/2008	91502	SOUTH ST PAUL, CITY OF	city of inver grove hgts	501-7100-512.40-05		11/2008	268.50
						* Total	268.50
11/19/2008	91510	TWIN CITY WATER CLINIC	inver grove hgts	501-7100-512.30-70		11/2008	440.00
						* Total	440.00
11/19/2008	91516	WSB & ASSOCIATES, INC.	city of inver grove hgts	501-7100-512.30-30		11/2008	923.00
						* Total	923.00
11/19/2008	91519	XCEL ENERGY	acct 5160987097	501-7100-512.40-10		11/2008	734.89
			acct 5160987097	501-7100-512.40-20		11/2008	12,194.95
						* Total	12,929.84
						** Fund Total	71,100.37
11/12/2008	91315	DAKOTA CTY TREASURER	city of inver grove hgts	502-0000-207.01-00		11/2008	120.00
						* Total	120.00
11/12/2008	91330	G & K SERVICES	cust 7494701	502-7200-514.60-45		11/2008	11.04
						* Total	11.04
11/19/2008	91416	ADMINISTRATION RESOURCE	city of inver grove hgts	502-7200-514.30-55		11/2008	15.91
						* Total	15.91
11/19/2008	91418	ADMINISTRATION RESOURCE	city of inver grove hgts	502-7200-514.30-55		11/2008	15.91
						* Total	15.91
11/19/2008	91454	G & K SERVICES	cust 7494701	502-7200-514.60-45		11/2008	28.41
						* Total	28.41
11/19/2008	91457	GLASSING FLORIST	acct 2002	502-7200-514.60-65		11/2008	58.60
						* Total	58.60
11/19/2008	91502	SOUTH ST PAUL, CITY OF	city of inver grove hgts	502-7200-514.40-15		11/2008	395.06
						* Total	395.06

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11/19/2008	91519	XCEL ENERGY	acct 5160987097	502-7200-514.40-20		11/2008	163.15
					** Fund Total	* Total	163.15
11/12/2008	91316	DAKOTA ELECTRIC ASSN	acct 2013605	503-8600-527.40-20		11/2008	142.58
						* Total	142.58
11/12/2008	91325	EXCEL TURF AND ORNAMENT	inverwood golf course	503-8600-527.60-35		11/2008	165.46
						* Total	165.46
11/12/2008	91335	GRANDMA'S BAKERY	cust 24400	503-8300-524.76-05		11/2008	26.11
			cust 24400	503-8300-524.76-05		11/2008	26.11
			cust 24400	503-8300-524.76-05		11/2008	25.98
			cust 24400	503-8300-524.76-05		11/2008	23.26
						* Total	101.46
11/12/2008	91357	MN GOLF ASSOCIATION, IN	inverwood golf course	503-8000-521.70-25		11/2008	108.00
			inverwood golf course	503-8000-521.70-25		11/2008	18.00
						* Total	126.00
11/12/2008	91363	MTI DISTRIBUTING CO	cust 402307	503-8600-527.40-42		11/2008	61.25
			cust 402307	503-8600-527.40-42		11/2008	108.53
			cust 402307	503-8600-527.60-08		11/2008	483.31
			cust 402307	503-8600-527.60-08		11/2008	285.00
			cust 402307	503-8600-527.40-42		11/2008	248.80
			cust 402307	503-8600-527.40-42		11/2008	225.62
						* Total	1,412.51
11/12/2008	91365	NAPA OF INVER GROVE HEI	acct 301	503-8600-527.40-42		11/2008	66.12
			acct 301	503-8600-527.40-42		11/2008	116.59
			acct 301	503-8600-527.60-22		11/2008	15.90
			acct 301	503-8400-525.40-41		11/2008	869.31
			acct 301	503-8400-525.40-41		11/2008	542.50
			acct 301	503-8600-527.40-42		11/2008	123.55
			acct 301	503-8600-527.40-42		11/2008	29.12
			acct 301	503-8600-527.40-42		11/2008	423.65
			acct 301	503-8600-527.40-42		11/2008	61.92
			acct 301	503-8600-527.40-42		11/2008	38.40
			acct 301	503-8600-527.40-42		11/2008	58.11
			acct 301	503-8600-527.40-42		11/2008	23.25
						* Total	2,368.42
11/12/2008	91375	PRECISION TURF & CHEMIC	inverwood golf course	503-8600-527.60-35		11/2008	4,725.41
						* Total	4,725.41
11/12/2008	91381	REED'S SALES & SERVICE	acct incl191	503-8600-527.40-42		11/2008	244.58
						* Total	244.58
11/12/2008	91385	SOUTH BAY DESIGN	inverwood golf course	503-8500-526.50-25		11/2008	45.00
						* Total	45.00
11/12/2008	91386	SOUTH SUBURBAN RENTAL I	acct 9757	503-8300-524.40-42		11/2008	126.23

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11/12/2008	91401	US FOODSERVICE	acct 223000	503-8300-524.60-65		* Total	126.23
			acct 223000	503-8300-524.76-05		11/2008	334.67
			acct 223000	503-8300-524.76-10		11/2008	346.12
						* Total	138.38
							819.17
11/12/2008	91404	WESTERN PETROLEUM COMPA	inverwood golf course	503-8600-527.60-22		* Total	696.31
							696.31
11/19/2008	91414	ACE PAINT & HARDWARE	cust 1126	503-8600-527.40-42		* Total	47.75
							47.75
11/19/2008	91416	ADMINISTRATION RESOURCE	city of inver grove hgts	503-8500-526.30-55		11/2008	4.25
			city of inver grove hgts	503-8600-527.30-55		11/2008	17.25
						* Total	21.50
11/19/2008	91418	ADMINISTRATION RESOURCE	city of inver grove hgts	503-8500-526.30-55		11/2008	4.25
			city of inver grove hgts	503-8600-527.30-55		11/2008	17.25
						* Total	21.50
11/19/2008	91424	ARTHUR J GALLAGHER RISK	CLIENT CITINVR	503-8500-526.50-14		11/2008	1,971.04
						* Total	1,971.04
11/19/2008	91481	NATURE CALLS, INC.	city of inver grove	503-8600-527.40-65		11/2008	40.65
						* Total	40.65
11/19/2008	91490	PRESTIGE ELECTRIC, INC.	acct inverwood	503-8500-526.40-40		11/2008	509.00
						* Total	509.00
11/19/2008	91506	TDS METROCOM	acct 6514573667	503-8500-526.50-20		11/2008	279.93
						* Total	279.93
						** Fund Total	13,864.50
11/12/2008	91342	INVER GROVE HEIGHTS SEN	city of inver grove	504-0000-227.10-00		11/2008	184.00
						* Total	184.00
11/12/2008	91343	ISD #199	city of inver grove	504-0000-227.10-00		11/2008	676.00
						* Total	676.00
11/12/2008	91344	JOHNSON, LEWIS	holiday party refund	504-0000-227.10-00		11/2008	30.00
						* Total	30.00
11/12/2008	91353	MAXIMUM SOLUTIONS	city of inver grove	504-6100-452.40-44	R90100	11/2008	1,852.50
						* Total	1,852.50
11/12/2008	91361	MN RECREATION AND PARK	city of inver grove	504-6100-452.50-80	R90100	11/2008	90.00
			city of inver grove	504-6100-452.50-80	R90100	11/2008	20.00
						* Total	110.00
11/12/2008	91364	NANCY'S CRAFT CAPERS LL	city of inver grove	504-6100-452.30-70	R20450	11/2008	30.00
			city of inver grove	504-6100-452.60-09	R20450	11/2008	14.00

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
11/12/2008	91372	ORIENTAL TRADING COMPAN	cust 20867186 city of inver grove	504-6100-452.60-40 504-6100-452.60-40	R90100 R90100	11/2008 11/2008 * Total	157.75 228.80 386.55
11/12/2008	91395	THOMPSON, NICK	food for haunted bonfire	504-6100-452.60-09	R30600	11/2008 * Total	35.96 35.96
11/19/2008	91416	ADMINISTRATION RESOURCE	city of inver grove hgts	504-6100-452.30-55	R90100	11/2008 * Total	8.06 8.06
11/19/2008	91418	ADMINISTRATION RESOURCE	city of inver grove hgts	504-6100-452.30-55	R90100	11/2008 * Total	8.06 8.06
11/19/2008	91434	CHAMPIONSHIP PRODUCTS	cust igh parks & rec	504-6100-452.60-45	R40120	11/2008 * Total	641.25 641.25
11/19/2008	91482	NEXTEL COMMUNICATIONS	acct 302193319	504-6100-452.50-20	R90100	11/2008 * Total	87.05 87.05
				12 Checks	** Fund Total		4,063.43
11/12/2008	91303	ADVISORS MARKETING GROU	inver grove hgts	505-6200-453.60-65	C10100	11/2008 * Total	18.40 18.40
11/12/2008	91312	COMCAST	acct 8772105910277033	505-6200-453.50-70	C10000	11/2008 * Total	74.95 74.95
11/12/2008	91313	CULLIGAN	acct 157011438908	505-6200-453.60-65	C10000	11/2008 * Total	29.00 29.00
11/12/2008	91328	FERRELLGAS	acct 7757735	505-6200-453.60-21	C21000	11/2008 * Total	474.16 474.16
11/12/2008	91332	GENERAL SECURITY SERVIC	acct 19981	505-6200-453.30-70	C15000	11/2008 * Total	191.70 191.70
11/12/2008	91338	HILLYARD INC	acct 267670	505-6200-453.60-11	C25000	11/2008 * Total	389.68 389.68
11/12/2008	91340	HUEBSCH SERVICES	acct 92965	505-6200-453.40-40	C21000	11/2008 * Total	105.20 105.20
11/12/2008	91353	MAXIMUM SOLUTIONS	city of inver grove	505-6200-453.40-44	C10000	11/2008 * Total	1,852.50 1,852.50
11/12/2008	91368	NORTHLAND FIRE & SECURI	veterans memorial	505-6200-453.50-55	C25000	11/2008 * Total	147.59 147.59
11/12/2008	91380	R & R SPECIALTIES OF WI	city of inver grove	505-6200-453.40-42	C21000	11/2008 * Total	217.25 217.25

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
11/12/2008	91383	RICE SOUND & SERVICE IN	veterans memorial	505-6200-453.60-40	C70000	11/2008 * Total	35.36 35.36
11/12/2008	91391	STEFFEN, JEANNE	overpmt weely summer fees	505-0000-352.60-00	C65100	11/2008 * Total	6.84 6.84
11/12/2008	91403	VISTAR CORPORATION	acct 10130236 acct 10095779	505-6200-453.76-05 505-6200-453.76-05	C30100 C30200	11/2008 11/2008 * Total	96.19 270.83 367.02
11/12/2008	91408	XCEL ENERGY	acct 5168679487 acct 5168679487	505-6200-453.40-10 505-6200-453.40-20	C25000 C25000	11/2008 11/2008 * Total	6,325.84 18,550.02 24,875.86
11/12/2008	91411	ZECH, BARBARA	cancelcd class	505-0000-352.35-00	C71000	11/2008 * Total	49.00 49.00
11/19/2008	91416	ADMINISTRATION RESOURCE	city of inver grove hgts	505-6200-453.30-55	C50000	11/2008 * Total	37.23 37.23
11/19/2008	91418	ADMINISTRATION RESOURCE	city of inver grove hgts	505-6200-453.30-55	C50000	11/2008 * Total	37.23 37.23
11/19/2008	91436	COOK, JOANNE	class canceled	505-0000-352.35-00	C71000	11/2008 * Total	49.00 49.00
11/19/2008	91477	MINNESOTA AIR	ACCT 89970	505-6200-453.60-16	C21000	11/2008 * Total	213.26 213.26
11/19/2008	91500	SIMLEY SWIM & DIVE BOOS	veterans memorial comm ct	505-6200-453.50-25	C91000	11/2008 * Total	100.00 100.00
11/19/2008	91515	VISTAR CORPORATION	acct 10130236 acct 10130236 acct 10095779 acct 10095779	505-6200-453.60-65 505-6200-453.76-05 505-6200-453.60-65 505-6200-453.76-05	C30100 C30100 C30200 C30200	11/2008 11/2008 11/2008 11/2008 * Total	30.33 325.61 18.28 53.16 427.38
21 Checks ** Fund Total							29,698.61
11/19/2008	91416	ADMINISTRATION RESOURCE	city of inver grove hgts	602-2100-415.30-55		11/2008 * Total	.76 .76
11/19/2008	91418	ADMINISTRATION RESOURCE	city of inver grove hgts	602-2100-415.30-55		11/2008 * Total	.76 .76
11/19/2008	91471	LEAGUE OF MN CITIES INS	city of inver grove	602-2100-415.50-09		11/2008 * Total	53,832.50 53,832.50
3 Checks ** Fund Total							53,834.02
11/12/2008	91305	ASTLEFORD INT'L & ISUZU	cust 1454	603-0000-145.50-00		11/2008 * Total	48.48 48.48

City of Inver Grove Heights  
 CHECK REGISTER BY FUND

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
11/12/2008	91311	CARQUEST OF ROSEMOUNT	cust 614420	603-0000-145.50-00		11/2008	58.99
			cust 614420	603-5300-444.40-41		11/2008	327.34
			cust 614420	603-0000-145.50-00		11/2008	25.03
			cust 614420	603-0000-145.50-00		11/2008	44.64
			cust 614420	603-0000-145.50-00		11/2008	85.71
			cust 614420	603-5300-444.40-41		11/2008	10.65
			cust 614420	603-5300-444.40-41		11/2008	12.16
			cust 614420	603-5300-444.40-41		11/2008	10.65
			cust 614420	603-5300-444.60-12		11/2008	32.72
					*	Total	562.27
11/12/2008	91323	EMERGENCY AUTOMOTIVE TE	inver grove hgts	603-5300-444.40-41		11/2008	168.43
					*	Total	168.43
11/12/2008	91326	FACTORY MOTOR PARTS COM	cust 10799	603-5300-444.40-41		11/2008	54.10
			acct 10799	603-0000-145.50-00		11/2008	21.18
					*	Total	75.28
11/12/2008	91330	G & K SERVICES	cust 7494701	603-5300-444.40-65		11/2008	99.36
			cust 7494701	603-5300-444.60-45		11/2008	108.86
					*	Total	208.22
11/12/2008	91341	I-STATE TRUCK CENTER	acct 13468	603-5300-444.40-41		11/2008	509.76
					*	Total	509.76
11/12/2008	91346	KIMBALL MIDWEST	acct 222006	603-5300-444.60-40		11/2008	36.58
					*	Total	36.58
11/12/2008	91348	KREWER SPRING & ALIGNME	cust city15	603-5300-444.40-41		11/2008	523.42
			city of inver grove	603-5300-444.40-41		11/2008	523.42
					*	Total	47.01
					*	Total	47.01
11/12/2008	91352	MASTER TRANSMISSION	acct 3177	603-5300-444.40-41		11/2008	1,417.91
					*	Total	1,417.91
11/12/2008	91358	MN LOCKS	city of inver grove hgts	603-5300-444.40-40		11/2008	24.15
					*	Total	24.15
11/12/2008	91374	POMP'S TIRE SERVICE, IN	cust 4502557	603-5300-444.60-14		11/2008	117.59
			city of inver grove hgts	603-5300-444.40-65		11/2008	117.59
					*	Total	69.23
					*	Total	69.23
11/12/2008	91384	SHERWIN-WILLIAMS	acct 668254535	603-5300-444.40-40		11/2008	14.12
			acct 668254535	603-5300-444.40-40		11/2008	14.78
			acct 668254535	603-5300-444.40-40		11/2008	10.60
					*	Total	39.50
11/12/2008	91405	WHITAKER LINCOLN MERCUR	acct 4198	603-5300-444.40-41		11/2008	71.27
			cust 4198	603-5300-444.40-41		11/2008	54.98

City of Inver Grove Heights  
CHECK REGISTER BY FUND

Program: GM179L  
Bank: 00 City of Inver Grove Heights

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
11/12/2008	91410	YOCUM OIL COMPANY, INC.	cust 502860	603-0000-145.60-00		* Total	126.25
11/19/2008	91419	ADVANCED GRAPHIX, INC.	INVER GROVE HGTS PD INVER GROVE HGTS PD	603-5300-444.40-41 603-5300-444.80-70		11/2008 * Total	14,954.60 14,954.60
11/19/2008	91422	ANCOM COMMUNICATIONS, I	cust 53	603-5300-444.40-41		11/2008 * Total	213.96 213.00
11/19/2008	91432	CANON BUSINESS SOLUTION	act 1061833	603-5300-444.40-42		11/2008 * Total	114.87 114.87
11/19/2008	91433	CARQUEST OF ROSEMOUNT	cust 614420 cust 614420 cust 614420 cust 614420	603-5300-444.40-41 603-0000-145.50-00 603-0000-145.50-00 603-0000-145.50-00		11/2008 * Total	19.13 71.86 114.64 96.36 301.99
11/19/2008	91450	EMERGENCY AUTOMOTIVE TE	city of inver grove hgts city of inver grove hgts	603-5300-444.40-41 603-5300-444.40-41		11/2008 * Total	157.57 93.33 250.90
11/19/2008	91453	FACTORY MOTOR PARTS COM	cust 10799 cust 10799 cust 10799 cust 10799	603-5300-444.40-41 603-5300-444.40-41 603-5300-444.40-41 603-5300-444.40-41		11/2008 * Total	87.07 53.14 86.80 53.14 .27
11/19/2008	91454	G & K SERVICES	cust 7494701 cust 7494701	603-5300-444.40-65 603-5300-444.60-45		11/2008 * Total	99.35 40.61 139.96
11/19/2008	91459	GREEN IMAGE	acct 205781	603-5300-444.40-41		11/2008 * Total	93.94 93.94
11/19/2008	91464	HYDRAULIC COMPONENT REP	CUST IC INV500	603-5300-444.40-41		11/2008 * Total	1,957.28 1,957.28
11/19/2008	91484	NORTHLAND CHEMICAL CORP	cust 45025141	603-5300-444.60-11		11/2008 * Total	188.39 188.39
11/19/2008	91492	RALPH'S CAR & TRACTOR S	cust ht-c5780	603-5300-444.40-40		11/2008 * Total	324.90 324.90
11/19/2008	91496	SCHARBER & SONS	cust 4502581	603-5300-444.40-41		11/2008 * Total	26.89 26.89
11/19/2008	91498	SHERWIN-WILLIAMS	acct 668254535	603-5300-444.40-40		11/2008 * Total	17.67 17.67

City of Inver Grove Heights  
CHECK REGISTER BY FUND

Prepared: 11/19/2008, 11:10:55  
Program: GM179L  
Bank: 00 City of Inver Grove Heights

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
11/19/2008	91517	XCEL ENERGY	ACCT 5152791130	603-5300-444.40-10		11/2008	189.91
			ACCT 5152791130	603-5300-444.40-20		11/2008	1,486.14
						* Total	1,676.05
					** Fund Total		24,792.75
11/12/2008	91371	OFFICE EQUIPMENT FINANC	acct 923425	604-2200-416.40-50		11/2008	1,234.83
						* Total	1,234.83
11/19/2008	91489	PRECISION DATA SYSTEMS	city hall copy paper	604-2200-416.60-05		11/2008	603.27
			hp toner cartridges	604-2200-416.60-10		11/2008	695.23
						* Total	1,298.50
					** Fund Total		2,533.33
11/12/2008	91339	HOME DEPOT CREDIT SERVI	acct 6035322502061959	605-3100-419.60-11		11/2008	37.24
						* Total	37.24
11/12/2008	91349	KRISS PREMIUM PRODUCTS	city of inver grove	605-3100-419.40-40		11/2008	223.48
						* Total	223.48
11/12/2008	91351	LONE OAK COMPANIES, INC	city of inver grove	605-3100-419.50-35		11/2008	312.50
						* Total	312.50
11/12/2008	91379	R & R CARPET SERVICE	city of inver grove hgts	605-3100-419.40-65		11/2008	124.50
						* Total	124.50
11/12/2008	91402	USA MOBILITY WIRELESS I	acct 03174935	605-3100-419.40-65		11/2008	3.75
						* Total	3.75
11/12/2008	91407	XCEL ENERGY	acct 5142529960	605-3100-419.40-10		11/2008	3,531.85
						* Total	3,531.85
11/19/2008	91426	BETTS, BETH	city of inver grove hgts	605-3100-419.30-70		11/2008	480.20
						* Total	480.20
11/19/2008	91431	BROTHERS MFG	city of inver grove hgts	605-3100-419.60-11		11/2008	191.93
						* Total	191.93
11/19/2008	91467	INTEGRA TELECOM	acct 2129	605-3100-419.40-40		11/2008	200.16
						* Total	200.16
11/19/2008	91486	ONVOY INC	cust 1555726455	605-3100-419.50-20		11/2008	1,005.32
						* Total	1,005.32
11/19/2008	91520	ZEE MEDICAL SERVICE	acct 701	605-3100-419.60-65		11/2008	1,116.84
						* Total	1,116.84
					** Fund Total		7,227.77
11/12/2008	91320	DELL MARKETING	cust 019368783	606-1400-413.60-42		11/2008	52,627.75
			cust 019368783	606-1400-413.60-42		11/2008	1,542.54
						* Total	54,170.29

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
11/19/2008	91445	DBMEAR, LLC	city of inver grove hgts	606-1400-413.30-70		11/2008 * Total	6,000.00 6,000.00
11/19/2008	91478	MN OFFICE OF ENTERPRISE	cust b00659	606-1400-413.30-70		11/2008 * Total	100.00 100.00
			3 Checks		** Fund Total		60,270.29
11/10/2008	91300	HENNEPIN COUNTY DISTRICT	lana jo marie hanks francine simons brown	702-0000-229.10-00 702-0000-229.10-00		11/2008 11/2008 * Total	50.00 50.00 100.00
11/12/2008	91304	ARAMARK REFRESHMENT SER	cust 39398x	702-0000-228.65-00		11/2008 * Total	73.55 73.55
11/12/2008	91314	DAKOTA CTY SHERIFF'S DE	jennifer brook okeefe	702-0000-229.10-00		11/2008 * Total	500.00 500.00
11/12/2008	91324	ESPESETH, RODGER	refund balance of acct	702-0000-230.35-00		11/2008 * Total	10,000.00 10,000.00
11/19/2008	91423	ARCON CONSTRUCTION CO I	hydrant rental deposit	702-0000-229.43-00		11/2008 * Total	684.02 684.02
11/19/2008	91429	BONESTROO, ROSENE, ANDE	city of inver grove hgts	702-0000-228.22-00		11/2008 * Total	140.00 140.00
11/19/2008	91437	CULLIGAN	acct 157984732428	702-0000-228.63-00		11/2008 * Total	35.30 35.30
11/19/2008	91448	EAU CLAIRE PRESS COMPAN	cust 11786	702-0000-228.63-00		11/2008 * Total	1,509.81 1,509.81
11/19/2008	91451	EMMONS & OLLIVIER RESOUR	city of inver grove hgts city of inver grove hgts city of inver grove hgts city of inver grove hgts	702-0000-228.21-00 702-0000-228.22-00 702-0000-228.26-00 702-0000-230.44-00		11/2008 11/2008 11/2008 11/2008 * Total	274.25 178.25 307.50 498.20 33.50 1,291.70
11/19/2008	91463	HENNEPIN COUNTY DISTRICT	rodolfo napoles zunya	702-0000-229.10-00		11/2008 * Total	50.00 50.00
11/19/2008	91473	LEVANDER, GILLEN & MILL	client 81000E client 81000E client 81000E client 81000E client 81000E client 81000E	702-0000-228.75-00 702-0000-228.80-00 702-0000-229.61-00 702-0000-230.25-00 702-0000-230.35-00 702-0000-230.38-00		11/2008 11/2008 11/2008 11/2008 11/2008 11/2008 * Total	4,989.75 1,715.85 274.00 357.85 398.80 467.40 8,818.30
11/19/2008	91487	ORIENTAL TRADING COMPAN	acct 20867186	702-0000-230.72-00		11/2008	272.61

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD / YEAR	AMOUNT
11/19/2008	91508	TOWN SQUARE TELEVISION	city of inver grove hgts	702-0000-230.72-00		11/2008	499.00
						* Total	272.61
11/19/2008	91516	WSB & ASSOCIATES, INC.	city of inver grove hgts	702-0000-230.44-00		11/2008	2,220.00
			city of inver grove hgts	702-0000-228.22-00		11/2008	24,662.00
			city of inver grove hgts	702-0000-228.21-00		11/2008	2,584.00
			city of inver grove hgts	702-0000-228.26-00		11/2008	3,787.00
						* Total	33,253.00
				14 Checks	** Fund Total		57,227.29
11/19/2008	91473	LEVANDER, GILLEN & MILL	client 81000E	703-5500-446.30-42		11/2008	2,951.00
						* Total	2,951.00
				1 Checks	** Fund Total		2,951.00
				267 Checks	*** Bank Total		2,345,932.01
			267 Checks	*** Grand Total			2,345,932.01

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

**Consider Change Order No. 2 and Pay Voucher No. 4 for City Project No. 2008-09H – South Grove Sod Replacement Project**

Meeting Date: November 24, 2008  
 Item Type: Consent  
 Contact: Scott D. Thureen, 651.450.2571  
 Prepared by: Scott D. Thureen, Public Works Director  
 Reviewed by: N/A *SDT US*

<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 Change Order No. 2 and Pay Voucher No. 4 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 October 31, 2008 in accordance with the contract plans and specifications. A five (5) percent retainage will be maintained until the project is completed.

Change Order No. 2 is financed through the Pavement Management Fund.

I recommend approval of Change Order No. 2 in the amount of \$353.21, for a total contract amount of \$105,724.36, and Pay Voucher No. 4 in the amount of \$20,731.72 for work completed on City Project No. 2008-09H – South Grove Sod Replacement Project.

SDT/kf  
 Attachment: Change Order No. 2  
 Pay Voucher No. 4

**CHANGE ORDER NO. 2**

**CITY PROJECT NO. 2008-09H  
SOUTH GROVE SOD REPLACEMENT**

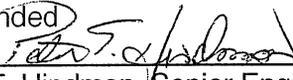
Owner: City of Inver Grove Heights 8150 Barbara Avenue Inver Grove Heights, MN 55077	Date of Issuance: November 17, 2008
Contractor: Urban Companies	Engineer: City of Inver Grove Heights

**Purpose of Change Order:**

The contractor was instructed to use straw blankets and seed in areas where sod would have difficulty rooting. The agreed upon price is \$2.00 per square yard.

176.60 yd<sup>2</sup> @ \$2.00 yd = \$353.21

Total Cost of Change Order No. 2 = \$353.21

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIME
Original Contract Price: \$63,400.00	Original Contract Time:
Previous Change Orders No. 1 to No. 1 \$41,971.15	Net Change from Previous Change Orders
Contract Price Prior to this Change Order \$105,371.15	Contract Time Prior to this Change Order
Net Increase of this Change Order \$353.21	Net Increase (Decrease) of Change Order
Contract Price with all Approved Change Orders \$105,724.36	Contract Time with Approved Change Orders
Recommended By:  Peter T. Hindman, Senior Engineering Technician	Approved By: _____

Approved By:

Approved By:

Date of City  
Council Action:

  
\_\_\_\_\_  
Scott D. Thureen, Public Works Director

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

November 24, 2008



CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

**Consider Pay Voucher No. 5 for City Project No. 2003-03 – Southern Sanitary Sewer System Improvements**

Meeting Date: November 24, 2008  
Item Type: Consent  
Contact: Scott D. Thureen, 651.450.2571  
Prepared by: Scott D. Thureen, Public Works Director  
Reviewed by: N/A

*SDT JB*

<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 Pay Voucher No. 5 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 November 14, 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 Pay Voucher No. 5 in the amount of \$306,048.49 for work on City Project No. 2003-03 – Southern Sanitary Sewer System Improvements.

SDT/kf

Attachment: Pay Voucher No. 5



CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

**Consider Pay Voucher No. 6 for City Project No. 2003-15 – Northwest Area Trunk Utility Improvements**

Meeting Date: November 24, 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

*SWT CS*

**Fiscal/FTE Impact:**

- None
- Amount included in current budget
- Budget amendment requested
- FTE included in current complement
- New FTE requested – N/A
- Other: 2003-15 Project Funds and Contingency Funds

**PURPOSE/ACTION REQUESTED**

Consider Pay Voucher No. 6 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 October 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. 6 in the amount of \$684,471.40 for City Project No. 2003-15 – Northwest Area Trunk Utility Improvements.

SD/kf  
Pay Voucher No. 6

CITY OF INVER GROVE HEIGHTS  
CONSTRUCTION PAYMENT VOUCHER

ESTIMATE NO. 6  
DATE: November 13, 2008  
PERIOD ENDING: October 31, 2008  
CONTRACT: Northwest Area Trunk Utility Improvements  
PROJECT NO: 2003-15

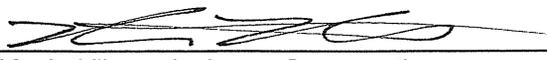
TO: Ames Construction, Inc.  
2000 Ames Drive  
Burnsville, MN 55306

A. Original Contract Amount.....\$9,537,706.15  
B. Total Addition (Change Order No. 1) .....\$115,212.50  
C. Total Deductions .....\$  
D. TOTAL CONTRACT AMOUNT .....\$9,652,918.65  
E. TOTAL VALUE OF WORK TO DATE .....\$6,170,038.64  
F. LESS RETAINED (5%).....\$308,501.93  
G. Less Previous Payment.....\$5,177,065.31  
H. TOTAL APPROVED FOR PAYMENT THIS VOUCHER.....\$684,471.40  
I. TOTAL PAYMENTS INCLUDING THIS VOUCHER .....\$5,861,536.71

APPROVALS:

Pursuant to our field observations, I hereby recommend for payment the above stated amount for work performed through October 31, 2008.

Signed by:  17 Nov 08  
Scott Thureen, Public Work Director Date

Signed by:  11/13/08  
Kevin Klimmek, Ames Construction Date

Signed by: \_\_\_\_\_  
George Tourville, Mayor Date

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

**Consider Final Compensating Change Order No. 2, Final Pay Voucher No. 4, Engineer's Final Report, and Resolution Accepting Work for City Project No. 2007-13 – Hilltop Elementary School – Safe Routes to School Program**

Meeting Date: November 24, 2008  
Item Type: Consent  
Contact: Scott D. Thureen, 651-450-2571  
Prepared by: Mike Edwards, Senior Engineering Tech.  
Reviewed by: Scott D. Thureen, Public Works Director

*SDT* *MB*

**Fiscal/FTE Impact:**

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

**PURPOSE/ACTION REQUESTED**

Consider Final Compensating Change Order No. 2, Final Pay Voucher No. 4, Engineer's Final Report, and Resolution Accepting Work for City Project No. 2007-13 – Hilltop Elementary School- Safe Routes to School Program

The City Council awarded a construction contract in the amount of \$112,613.50 to S.M. Hentges & Sons, Inc. for City Project No. 2007-13, on February 11, 2008.

The Final Compensating Change Order No. 2 will be financed through the Federal SRTS Grant. The contractor has completed the work in accordance with contract plans and specifications.

I recommend approval of Final Compensating Change Order No. 2 in the amount of \$4,483.24, Final Pay Voucher No. 4 in the amount of \$10,517.51, Engineer's Final Report, and Resolution Accepting Work for City Project No. 2007-13 – Hilltop Elementary School- Safe Routes to School Program.

SDT/kf

Attachment: Final Compensating Change Order No. 2  
Final Pay Voucher No. 4  
Engineer's Final Report  
Resolution Accepting Work

## CHANGE ORDER NO. 2

Hilltop Elementary School- Safe Routes to School Program  
 City Project # 2007-13  
 Minn Project Number SRTS 1907 (115)  
 State Project Number 178-591-001

Owner: City of Inver Grove Heights 8150 Barbara Avenue Inver Grove Heights, MN 55077	Date of Issuance: November 14, 2008
Contractor: S.M. Hentges & Sons, Inc. P.O. Box 69 Jordan, MN 55352	Engineer: City

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

Purpose of Change Order:

The contract has been modified to include the following:

See attached sheet

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIME
Original Contract Price: \$ 112,613.50	Original Contract Time:
Previous Change Orders \$ 1,248.90	Net Change from Previous Change Orders
Contract Price Prior to this Change Order \$ 113,892.40	Contract Time Prior to this Change Order
Net <b>Increase</b> of this Change Order \$ 4,483.24	Net Increase (Decrease) of Change Order
Contract Price with all Approved Change Orders \$ 118,375.64	Contract Time with Approved Change Orders
Recommended	Approved
By:  Engineering Technician	By:  S. M. Hentges & Sons, Inc..

Approved By:

Approved By:

Date of Council Action

  
 Scott D. Thureen, PW Director

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

November 24, 2008

Attachment to Change Order Number 2  
City Project 2007-13

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

Project: Hilltop Elementary School- Safe Routes to School Program  
City Project # 2007-13  
Minn Project Number SRTS 1907 (115)  
State Project Number 178-591-001

Description of Changes:

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

Total Value of work completed to date	\$ 118,375.64
Contract amount to date	<u>\$ 113,892.40</u>
<b>Compensating Amount</b>	<b>\$ 4,483.24</b>

**Total of Change Order #3 \$ 4,483.24**

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

ESTIMATE NO: 4 (Four) FINAL  
DATE: November 14, 2008  
PERIOD ENDING: November 18, 2008  
CONTRACT: 2008 Improvement Program  
PROJECT NO: 2007-13 – Hilltop Elementary Safe Routes to School Program  
Minnesota Project No. SRTS 1907 (115) State Project Number  
178-591-001

TO: S.M. Hentges & Sons, Inc.  
650 Quaker Avenue  
Jordan, MN 55352

Original Contract Amount ..... \$112,613.50  
Total Additions (Change Orders No. 1 and 2) ..... \$5,762.14  
Total Deduction ..... \$0.00  
Total Contract Amount ..... \$118,375.64  
Total Value of Work to Date ..... \$118,375.64  
Less Retained ..... \$0.00  
Less Previous Payment ..... \$107,858.13  
Total Approved for Payment this Voucher ..... \$10,517.51  
Total Payments including this Voucher ..... \$118,375.64

**Approvals:**

Pursuant to our field observation, I hereby recommend for payment the above stated amount for work performed through November 14, 2008.

Signed by:  November 18, 2008  
Scott D. Thureen, Public Works Director

Signed by:  11/20/08  
S. M. Hentges & Sons, Inc. Date

Signed by: \_\_\_\_\_ November 24, 2008  
George Tourville, Mayor

City Project # 2007-13  
 Minn Project Number SRTS 1907 (115)  
 State Project Number 178-591-001

HILLTOP ELEMENTARY SCHOOL -SRTS PROGRAM

Item No.	Mn/DOT No.	Item Description	Unit	Contract Quantity	Quantity to Date	Contract Unit Price	Total Estimated Cost	Contract Cost to Date
1	2105.501	COMMON EXCAVATION	CY	329	684	\$ 25.00	\$ 8,225.00	\$ 17,100.00
2	2101.502	CLEARING	TREE	12	16	\$ 200.00	\$ 2,400.00	\$ 3,200.00
3	2101.507	GRUBBING	TREE	12	16	\$ 50.00	\$ 600.00	\$ 800.00
4	2104.505	REMOVE BIT PAVEMENT	SY	120	140	\$ 4.50	\$ 540.00	\$ 630.00
5	2104.511	SAWING CONCRETE PAVEMENT	LF	27	2	\$ 4.00	\$ 108.00	\$ 8.00
6	2104.505	REMOVE CONCRETE WALK	SY	31	-	\$ 10.00	\$ 310.00	\$ -
7	2104.501	REMOVE CURB AND GUTTER	LF	120	7	\$ 5.00	\$ 600.00	\$ 35.00
8	2104.501	REMOVE CHAIN LINK FENCE	LF	90	78	\$ 4.00	\$ 360.00	\$ 312.00
9	2506.602	RECONSTRUCT STORM MANHOLE	EA	1	1	\$ 450.00	\$ 450.00	\$ 450.00
10	2506.602	RECONSTRUCT SKIMMER STRUCTURE	EA	1	1	\$ 1,735.00	\$ 1,735.00	\$ 1,735.00
11	2506.502	CONSTRUCT DRAINAGE STRUCTURE, DESIGN G	EA	1	1	\$ 9,702.00	\$ 9,702.00	\$ 9,702.00
12	2506.516	CASTING ASSEMBLY, NEENAH R-4342	EA	1	1	\$ 355.00	\$ 355.00	\$ 355.00
13	2503.511	15" RC SEWER PIPE	LF	24	24	\$ 41.00	\$ 984.00	\$ 984.00
14	2501.515	15" CONCRETE APRON	EA	1	1	\$ 844.00	\$ 844.00	\$ 844.00
15	2511.501	RANDOM RIPRAP, CLASSIII	CY	2.2	2.2	\$ 170.00	\$ 374.00	\$ 374.00
16	2531.501	CONCRETE CURB AND GUTTER, DESIGN B618	LF	120	127	\$ 17.00	\$ 2,040.00	\$ 2,159.00
17	2211.501	AGGREGATE BASE, CLASS 5	TON	204	215.17	\$ 22.00	\$ 4,488.00	\$ 4,733.74
18	2521.501	4 INCH CONCRETE WALK	SF	7928	7242	\$ 3.00	\$ 23,784.00	\$ 21,726.00
19	2531.602	PEDESTRIAN CURB RAMP W/ TRUNCATED DOMES	EA	6	1	\$ 100.00	\$ 600.00	\$ 100.00
20	2105.525	TOPSOIL BORROW (LV)	CY	116	-	\$ 15.00	\$ 1,740.00	\$ -
21	2575.501	SEEDING W/ MIXTURE 270, FERTILIZER AND MULCH	ACRE	0.3	0.50	\$ 2,500.00	\$ 750.00	\$ 1,250.00
22	2575.523	EROSION CONTROL BLANKETS, CATEGORY 3	SY	812	1,183.00	\$ 2.50	\$ 2,030.00	\$ 2,957.50
23	2545.501	ELECTRIC LIGHT SYSTEM	LS	1	1.00	\$ 38,741.50	\$ 38,741.50	\$ 38,741.50
24	2545.501	ELECTRIC FLASHER SYSTEM	LS	1	1.00	\$ 8,900.00	\$ 8,900.00	\$ 8,900.00
25	2582.503	XWALK MARKING PAINT- THERMOPLASTIC INLAID	SF	1302	-	\$ 21.40	\$ 27,862.80	\$ -
26	2582.503	XWALK MARKING PAINT	SF	1302	-	\$ (19.90)	\$ (25,909.80)	\$ -

<b>Total Base Bid</b>	<b>\$ 112,613.50</b>	<b>\$ 117,096.74</b>
<b>Original Contract Amount</b>	<b>\$ 112,613.50</b>	
<b>Change Order #1</b>	<b>\$ 1,278.90</b>	<b>\$1,278.90</b>
<b>Change Order #2</b>	<b>\$ 4,483.24</b>	
<b>Revised Contract Amount</b>	<b>\$ 118,375.64</b>	
<b>Contract Work Completed to Date</b>		<b>\$118,375.64</b>
<b>Retainage (0.0%)</b>		<b>\$0.00</b>
<b>Previous Payments</b>		<b>\$107,858.13</b>
<b>Amount Due This Final Payment</b>		<b>\$10,517.51</b>

CITY OF INVER GROVE HEIGHTS  
DAKOTA COUNTY, MINNESOTA

ENGINEER'S REPORT OF FINAL ACCEPTANCE

CITY PROJECT NO. 2007-13 – HILLTOP ELEMENTARY SAFE ROUTES TO SCHOOL PROGRAM  
MINNESOTA PROJECT NO. SRTS 1907 (115) STATE PROJECT NUMBER 178-591-001

November 14, 2008

TO THE CITY COUNCIL  
INVER GROVE HEIGHTS, MINNESOTA

HONORABLE MAYOR AND CITY COUNCIL MEMBERS:

This is to advise you that I have received the work under contract to S. M. Hentges & Sons, Inc. The work consisted of clearing and grubbing, various removals, grading, aggregate base, concrete sidewalk, topsoil and seeding, lighting, and pedestrian crosswalks for Hilltop Elementary School within the City of Inver Grove Heights.

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

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

ORIGINAL CONTRACT PRICE	\$112,613.50
ADDITIONS (CHANGE ORDERS NO. 1 AND 2)	\$5,762.14
FINAL CONTRACT AMOUNT	\$118,375.64
FINAL VALUE OF WORK	\$118,375.64
PREVIOUS PAYMENTS	\$107,858.13
BALANCE DUE	\$10,517.51

Sincerely,



Scott D. Thureen, P.E.  
Public Works Director

SDT/kf

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

**RESOLUTION ACCEPTING WORK OF S.M. HENTGES & SONS, INC. AND AUTHORIZING FINAL  
PAYMENT IN THE AMOUNT OF \$10,517.51**

**CITY PROJECT NO. 2007-13 – HILLTOP ELEMENTARY SAFE ROUTES TO SCHOOL PROGRAM  
MINNESOTA PROJECT NO. SRTS 1907 (115) STATE PROJECT NUMBER 178-591-001**

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

**WHEREAS**, pursuant to a written contract with the City of Inver Grove Heights dated February 11, 2008, S.M. Hentges & Sons, Inc., 650 Quaker Avenue, Jordan, MN 55352, satisfactorily completed improvements and appurtenances for City Project No. 2007-13 – Hilltop Elementary Safe Routes to School Program.

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

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

Adopted by the City Council of Inver Grove Heights this 24<sup>th</sup> day of November 2008.

AYES:

NAYS:

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

ATTEST:

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

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

**Resolution Approving Individual Project Order No. 7B with Kimley-Horn and Associates, Inc. for City Project No. 2008-10 – T.H. 52 East Frontage Road – Ravine Storm Water Ponds – Final Design and Construction Services**

Meeting Date: November 24, 2008  
Item Type: Consent  
Contact: Scott D. Thureen, 651.450.2571  
Prepared by: Scott D. Thureen, Public Works Director  
Reviewed by: *SDT*

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

**PURPOSE/ACTION REQUESTED**

Consider resolution approving Individual Project Order (IPO) No. 7B with Kimley-Horn and Associates, Inc. for final design and construction services T. H. 52 East Frontage Road – Ravine Storm Water Ponds – City Project No. 2008-10.

**SUMMARY**

On January 28, 2008 the City Council approved IPO No. 7 with Kimley-Horn and Associates, Inc. in the amount of \$67,400. The work included the final design of the ravine storm water ponds.

IPO No. 7A was approved on June 23, 2008 in the amount of \$115,900 and included additional final design and construction services for these ponds that will serve the East Frontage Road, a portion of the T.H. 52 corridor and a portion of the Clark Road extension.

IPO No. 7B covers the cost of additional final design services associated with easement acquisitions, Mn/DOT coordination and bidding assistance, as well as additional construction phase field survey assistance. I have reviewed the proposal and recommend approval of the resolution which authorizes execution of IPO No. 7B in the amount of \$18,900 for City Project No. 2008-10.

SDT/rs  
Attachments: Resolution  
IPO No. 7B

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

**RESOLUTION APPROVING INDIVIDUAL PROJECT ORDER NO. 7B WITH KIMLEY-HORN AND ASSOCIATES, INC. FOR CITY PROJECT NO. 2008-10 – T.H. 52 EAST FRONTAGE ROAD – RAVINE STORM WATER PONDS**

**WHEREAS**, City Council approved a professional services agreement with Kimley-Horn and Associates, Inc. for final design work for the ravine storm water ponds, on January 28, 2008; and

**WHEREAS**, the final construction of the ravine storm water ponds must be completed prior to the construction of Mn/DOT's T.H. 52 East Frontage Road Project that is scheduled to start construction in spring 2009; and

**WHEREAS**, Kimley-Horn and Associates, Inc. has submitted Individual Project Order (IPO) No. 7B for additional work as requested by the City of Inver Grove Heights.

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

1. Individual Project Order (IPO) No. 7B with Kimley-Horn and Associates, Inc. for the following work is hereby approved:

<u>T.H. 52 Ravine Storm Water Ponds (2008-10) Final Design</u>	
Final Design Phase Services	\$15,000
Construction Phase Services	3,000
Reimbursable Expenses	<u>900</u>
Total	\$18,900

2. The City is authorized to enter into IPO No. 7B with Kimley-Horn and Associates, Inc.

Adopted by the City Council of Inver Grove Heights, Minnesota this 24<sup>th</sup> day of November 2008.

AYES:  
NAYS:

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

ATTEST:

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

INDIVIDUAL PROJECT ORDER NUMBER 7B

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

Identification of Project: Ravine Pond Improvements  
City Project 2008-10

General Category of Services: Additional Final Design Phase Services  
Additional Construction Phase Services

Specific Scope of Basic Services: Provide additional final design and construction phase services for the Ravine Pond Improvements, City Project 2008-10. See attached Exhibit A for a more detailed summary of the scope of services.

Additional Services if Required: None identified at this time.

Schedule: See attached Exhibit C.

Deliverables: Final Construction Plans and Specifications  
Easement Exhibits and Descriptions  
Topo Verification Survey

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

Special Terms of Compensation: None

Other Special Terms of Individual Project Order: None

ACCEPTED:

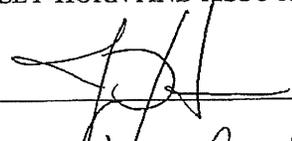
CITY OF INVER GROVE HEIGHTS

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

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

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

KIMLEY-HORN AND ASSOCIATES, INC.

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

TITLE: Vice President

DATE: 11/12/08

EXHIBIT A  
SCOPE OF SERVICES

INDIVIDUAL PROJECT ORDER (IPO) NO. 7B

RAVINE POND IMPROVEMENTS  
CITY PROJECT 2008-10

This IPO includes additional final design and construction phase services for the Ravine Pond Improvements, CP 2008-10. These services are detailed below.

**1. Additional Final Design Phase Services**

Additional services have been requested by City staff and/or required for the final design phase of the project as follows:

**A. Coordination and Preparation of Revised Easement Exhibits and Descriptions**

This project requires the acquisition of easements from three separate properties. Previous IPO's have included services to prepare exhibits and legal descriptions for each of the easement acquisitions. As a result of the City's negotiations with the property owners, revisions to the exhibits and legal descriptions have been necessary. This has included four separate revisions to the exhibits and descriptions. Kimley-Horn has coordinated those revisions with City staff and we have produced updated easement exhibits and descriptions. The updated easement exhibits and descriptions have been prepared by our subconsultant, Gorman Surveying.

**B. Additional Cooperative Agreement Coordination**

The project requires the review and approval of Mn/DOT due to the Mn/DOT Cooperative Agreement funding that has been allocated for the project. Additional services have been required to coordinate the Cooperative Agreement review process with Mn/DOT, respond to their comments/questions, and incorporate various changes to the plans. Specific additional services are as follows:

- Issue two addenda to modify the bid opening date due to delays in Mn/DOT preparation of the Cooperative Agreement and in the easement acquisitions for the project.
- Provide Mn/DOT project cost split information to assist in preparation of a policy exception for the Cooperative Agreement funds.

- Receive numerous Mn/DOT comments, prepare revised plans, and resubmit plans to Mn/DOT.
- Additional coordination with Dwayne Stenlund, Mn/DOT Office of Environmental Services, to revise erosion control and turf establishment specifications to be consistent with DNR SNA requirements.

#### C. Additional Bidding Services

Previous IPO's assumed that the Ravine Pond Improvements project would be bid and constructed with CP 2007-17, Clark Road Improvements. Due to changes in the construction schedule for Clark Road, it has been necessary to bid and construct the Ravine Pond Improvements separately from the Clark Road Improvements. We have reproduced and distributed the plans and Project Manual for bidding. We have assisted in the bidding process including responding to contractor questions during the bidding phase. We attended the bid opening on Friday, October 17<sup>th</sup>, prepared a bid tabulation, and provided a letter to the City summarizing the bid results for the project.

## 2. **Additional Construction Phase Services**

Additional Services have been requested by City Staff for the construction phase of the project as follows:

#### A. Topographic Survey Verification

The final design of the proposed improvements was completed using a combination of Mn/DOT aerial survey, GIS information, and supplemented with City GPS survey. Verification of the compiled survey is necessary to confirm bid quantities are accurate when processing payment requests for the contractor. The area of the Ravine Ponds where the majority of the excavation will take place will be surveyed. Gorman Surveying will be our subconsultant for the additional survey.

EXHIBIT B  
ESTIMATED COSTS

INDIVIDUAL PROJECT ORDER (IPO) NO. 7B

RAVINE POND IMPROVEMENTS  
CITY PROJECT 2008-10

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

<u>Services</u>	<u>Total Cost</u>
Final Design Phase	
A. Easement Exhibits and Descriptions	\$ 4,000
B. Additional Cooperative Agreement Coordination	\$ 6,500
C. Additional Bidding Services	<u>\$ 4,500</u>
Subtotal	\$ 15,000
 Construction Phase	
A. Topographic Survey Verification	<u>\$ 3,000</u>
Subtotal	\$ 3,000
 Reimbursable Expenses	<u>\$ 900</u>
Total	\$ 18,900

Reimbursable expenses (copy/printing charges, plotting, mileage, delivery charges, faxes, etc.) will be charged as an office expense at 6.0% of the labor fee.

Our total estimated not-to-exceed cost for the scope of services included as a part of this IPO is, therefore, \$ 18,900 including all labor and reimbursable expenses.

EXHIBIT C  
SCHEDULE

INDIVIDUAL PROJECT ORDER (IPO) NO. 7B

RAVINE POND IMPROVEMENTS  
CITY PROJECT 2008-10

The current schedule for the project is as follows:

Bid Opening	October 21, 2008
City Council Award Contract	October 27, 2008
Start Construction	November 10, 2008
Construction Complete	June 26, 2009

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

**Resolution Approving Work Order No. 6 with Barr Engineering Company for City Project No. 2008-10 East Frontage Road – Ravine Storm Water Ponds.**

Meeting Date: November 24, 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:**
- None
  - Amount included in current budget
  - Budget amendment requested
  - FTE included in current complement
  - New FTE requested – N/A
  - Other: Project Funds

**PURPOSE/ACTION REQUESTED**

Consider resolution approving Work Order No. 6 with Barr Engineering Company for environmental construction observation and testing services for City Project No. 2008-10.

**SUMMARY**

City Project No. 2008-10 East Frontage Road Ravine Ponds involves constructing a two-celled storm water pond on land that the City acquired easement over. The ponds will receive storm water runoff from the T.H. 52 East Frontage Road, some of the T.H. 52 right-of-way, the extension of Clark Road, and other private and public property in the area. Initial geotechnical investigations discovered evidence of an old petroleum spill. Barr was initially used to develop a remediation plan for the area to allow the ponds to be constructed. The work included in this work order involves site inspection and testing of contaminated materials as they are removed, attendance at up to three weekly construction meetings, and preparation of all of the final documents to satisfy the MPCA requirements.

I recommend adopting the resolution accepting the proposal from Barr Engineering Company and authorizing staff to enter into a contract in the amount of \$36,700 for environmental construction observation and testing for City Project No. 2008-10.

SDT/kf

Attachments: Work Order No. 6  
Resolution

Work Order No. 6

Services to be Furnished Under the Agreement

Applicable to Agreement Dated March 30, 2007

between

Barr Engineering Co. (Barr)  
4700 W. 77th Street  
Minneapolis, MN 55435-4803

City of Inver Grove Heights (Client)  
8150 Barbara Avenue  
Inver Grove Heights, MN 55077

Designated Representative:  
Dan Fetter

Designated Representative:  
Scott Thureen

**I. Scope Language**

Barr will provide environmental construction observation assistance to the Client related to the Client's construction of two stormwater ponds, known as the Ravine Ponds. The focus of Barr's assistance is based on petroleum contamination encountered at the western-central portion of the South Pond during investigations conducted by Barr in November 2007 and June 2008.

Environmental construction observation conducted as part of this scope of work assumes three days of field work which will include field screening of excavated soil and collection of documentation samples from contaminated soil removal limits for laboratory analysis. Laboratory analytical costs assume that up to 39 soil samples will be collected for petroleum related compounds analysis and rush (1 to 2 days) laboratory charges. The need for rush turn around time will be determined based on the Contractor's construction sequencing and schedule. If field screening indicates potential contamination other than petroleum impacts, additional soil samples may be collected and submitted for analysis at an additional cost.

It is also assumed that the scope of work will include Barr's attendance at three weekly construction meetings for the project and field work preparation/coordination with the Contractor (S.M. Hentges), Kimley-Horn, and the City.

Barr will prepare a response action implementation (RAI) summary report that will detail results of the field investigation. Barr will also coordinate with the Minnesota Pollution Control Agency (MPCA) Petroleum Brownfields Program (PBP) once response actions are completed to obtain MPCA closure of the site. Coordination with MPCA is assumed to include responding to minor questions regarding the response action work and requesting a letter from MPCA PBP that approves Barr's RAI report and closes the Leak Site.

II. Maximum Compensation and Assumptions ("Service Assumptions") Upon Which Maximum is Based

The estimated compensation and assumptions are presented in the following table:

Task	Estimated Cost	Comments
Meetings	\$1,400	Assumes attendance at 3 construction meetings.
Environmental construction observation: preparation and field work	\$8,700	Costs include coordination with Contractor, Kimley-Horn, and the City prior to field work currently scheduled to begin in November 2008. Assumes 3 days of field work to include field screening of excavated soils and collection of samples for laboratory analysis. If more than 3 days of field work is required based on construction conditions, additional labor, expense, and equipment costs are anticipated to be approximately \$1,500 per day.
Analytical sampling	\$16,000	Costs include analysis of up to 39 soil samples for GRO, DRO (with silica gel cleanup), and VOCs based on the sampling plan in the January 2008 DRAP approved by the MPCA. Assumes a rush turnaround time of 1 to 2 days. The need for rush sampling will be determined based on Contractor's construction sequencing and schedule. Additional analyses for non-petroleum impacts may also be conducted for additional cost.
Reporting: response action implementation report	\$6,000	A summary report will document response action implementation, including laboratory analytical results.
Regulatory agency follow up	\$1,600	Coordination with MPCA PBP to obtain site closure.
Project Management & Coordination	\$3,000	Assumes 3 months of project management and coordination (November 2008 – January 2009)
<b>Estimated Total for Maximum Compensation</b>	<b>\$36,700</b>	

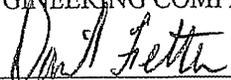
III. Schedule and Assumptions upon Which Schedule is Based

It is estimated that field work will be completed by November 26, 2008, based on Barr's current understanding of the construction schedule. The summary report will be completed approximately four to six weeks after the receipt of laboratory results (i.e., January 2009).

ACCEPTED AND AGREED TO:

BARR ENGINEERING COMPANY

CITY OF INVER GROVE HEIGHTS

By: 

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

Title: vice President

Title: \_\_\_\_\_

Date: 11/05/08

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

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

**RESOLUTION APPROVING WORK ORDER NO. 6 WITH BARR ENGINEERING COMPANY FOR  
CITY PROJECT NO. 2008-10 – T.H. 52 EAST FRONTAGE ROAD – RAVINE STORM WATER  
PONDS**

**WHEREAS**, Barr Engineering prepared the initial remediation plan for the project and prepared additional analysis to address regulatory agency concerns; and

**WHEREAS**, Barr Engineering prepared Work Order No. 6 to address needs for environmental construction inspection and testing, attendance at weekly construction meetings and preparation of all necessary final documents to satisfy MPCA requirements, at the request of City staff.

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

1. Work Order No. 6 with Barr Engineering Company is hereby approved in the amount of \$36,700.
2. Staff is authorized to enter into Work Order No. 6 with Barr Engineering Company

Adopted by the City Council of Inver Grove Heights, Minnesota this 24<sup>th</sup> day of November 2008.

AYES:  
NAYS:

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George Tourville, Mayor

ATTEST:

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Melissa Rheaume, Deputy Clerk

**CITY OF INVER GROVE HEIGHTS**

**REQUEST FOR COUNCIL ACTION**

Meeting Date: November 24, 2008  
 Item Type: Consent  
 Contact: Lt. Larry Stanger (651) 450-2528  
 Prepared by: Lt. Larry Stanger  
 Department of Public Safety  
 Reviewed by: Chief Charles Kleckner  
 Director of Public Safety

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

**PURPOSE/ACTION REQUESTED:**

Approve resolution authorizing execution of the Mutual Police Assistance Agreement through the Dakota County Traffic Safety Group Grant Project for the period from January 1, 2009 through December 31, 2019.

**SUMMARY:**

The City of Inver Grove Heights previously, through a resolution, has partnered with eleven Dakota County cities to coordinate local law enforcement traffic safety laws through the Dakota County Traffic Safety Group Grant Project. The effort is aimed at targeting geographical areas within the participating jurisdictions, by providing personnel and equipment in quantities that would not be possible on an individual jurisdictional basis.

The purpose of this agreement is to provide for the joint exercise of the parties' law enforcement powers pursuant to Minn. Stat. § 471.59, so that the parties may furnish assistance to and coordinate with each other in the enforcement of traffic laws within or adjacent to the boundaries of Dakota County in the conduct of Traffic Safety Projects. It is not the purpose of this agreement to provide for or address in any way requests by one party of another party for any other law enforcement services, including ordinary patrol services.

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

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

**A RESOLUTION AUTHORIZING THE CITY OF INVER GROVE HEIGHTS TO  
ENTER INTO A MUTUAL POLICE ASSISTANCE AGREEMENT WITH THE  
DAKOTA COUNTY TRAFFIC SAFETY GROUP GRANT PROJECT**

**WHEREAS**, the City of Inver Grove Heights desires to participate in a Mutual Police Assistance Agreement for enforcement of traffic safety laws through the Dakota County Traffic Safety Group Grant Project. Agreement Dates January 1, 2009 through December 31, 2019, and

**WHEREAS**, the State of Minnesota requires a resolution of the City Council to participate, and

**WHEREAS**, the City has entered into a previous Mutual Police Assistance Agreement to provide increased traffic enforcement and educational activities through the Dakota County Traffic Safety Group Grant Project, and

**WHEREAS**, the City has partnered with other Dakota County law enforcement agencies to increase traffic safety in the community, and

**WHEREAS**, the City will partner the 11 other government entities in Dakota County to increase traffic safety, and

**WHEREAS**, the City Councilors of the City of Inver Grove Heights have duly considered this matter and believe that it is in the best interest of the City to enter into a Mutual Police Assistance Agreement with the Dakota County Traffic Safety Group to provide enhanced traffic enforcement.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS:** that the proper City officers be and hereby are authorized to execute such agreement and any amendments, and thereby assume for and on behalf of the City all of the contractual obligations contained therein.

**Adopted by the City Council of Inver Grove Heights this 24th day of November, 2008.**

**AYES:**

**NAYS:**

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

**ATTEST:**

\_\_\_\_\_  
Deputy City Clerk

4J

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

ATTORNEYS AT LAW

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

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

**MEMO**

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**TO: Mayor and Councilmembers**  
**FROM: Timothy J. Kuntz, City Attorney**  
**DATE: November 24, 2008**  
**RE: Senior Citizen Special Assessment Deferrals**

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**Section 1. Background.** In 2008, there were six (6) applications for a senior citizen special assessment deferral. The Public Works Department reports that four (4) applicants are eligible and meet the definition of hardship contained in the November 14, 1977, Council Resolution No. 1864 which defined eligibility requirements. The list of the four (4) eligible applications is attached to the accompanying resolution.

**Section 2. Council Action.** The Council is asked to consider the attached Resolutions which approve the deferrals. Pursuant to City policy, the annual principal installments, together with interest, will be deferred until the earlier of the following events:

- The subject property is no longer classified as a homestead for tax purposes.
- The eligible applicant dies.
- The eligible applicant no longer meets the eligibility requirements for a "hardship" as that term is defined by City Resolution No. 1864.
- The subject property or a portion thereof is transferred, donated, sold or contracted to be sold.
- The subject property is split or otherwise subdivided.

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

**2008 ASSESSMENT DEFERRALS**

City Project No.	Owner	Address	PID No.	Legal Desc.	Amount	Interest Rate	Term
2007-09D	Edwin Estrem	3952 73rd Street E.	20-71150-030-05	Lot 3, Blk 5, South Grove	\$4,731.50	6.25%	10 Yrs.
2007-09D	Wilford & Christine Reich	3287 74th Street E.	20-71152-160-02	Lot 16, Blk 2, South Grove No. 3	\$4,834.61	6.25%	10 Yrs.
2007-09D	Audrey Rose Brown	7229 Cleve Avenue E.	20-71151-010-06	Lot 1, Blk 6, South Grove No. 2	\$3,382.13	6.25%	10 Yrs.
2007-09D	Rose Mary Rucker	7291 Cleve Avenue E.	20-71151-300-06	Lot 30, Blk 6, South Grove No. 2	\$3,147.56	6.25%	10 Yrs.

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

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

**A RESOLUTION AND CERTIFICATE PURSUANT TO MINNESOTA  
STATUTE § 435.193 MEMORIALIZING DEFERMENT OF  
SPECIAL ASSESSMENTS BY THE CITY OF INVER GROVE HEIGHTS  
FOR PROPERTY OWNED BY EDWIN ESTREM AND CAROL ESTREM**

**WHEREAS**, Edwin Estrem and Carol Estrem, husband and wife, own certain real property situated in the City of Inver Grove Heights, County of Dakota, State of Minnesota, identified as Tax Parcel Number 20-71150-030-05 and legally described as Lot 3, Block 5, South Grove, Dakota County, Minnesota, according to the plat thereof on file and of record with the Office of the Dakota County Recorder (the Subject Property).

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

**WHEREAS**, the levied special assessments were as follows:

\$4,731.50 for City Project No. 2007-09D (Urban Street Reconstruction – South Grove Area 2) payable in ten (10) annual equal installments of \$473.15, together with interest on the unpaid principal amount of assessments from the date of levy of the special assessments (June 23, 2008) at an interest rate of 6.25%. The first annual installment is due in calendar year 2009 and the tenth and last installment is due in calendar year 2018.

**WHEREAS**, Minnesota Statute § 435.193 and City Council Resolution No. 1864 provide that the City may defer the payment of special assessments for any homestead property owned by a person sixty-five (65) years of age or older for whom it would be a hardship to make the payments.

**WHEREAS**, pursuant to the above cited statute, the City has passed Resolution Number 1864 which specifies the requisites that must be shown to constitute a hardship.

**WHEREAS**, applicants, Edwin Estrem and Carol Estrem, have requested a deferment of the special assessments levied against the Subject Property.

**WHEREAS**, upon investigation and review, it appears that applicants do, in fact, qualify for deferment of special assessments under applicable law.

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

The option to defer the payment of special assessments shall terminate and all amounts accumulated plus applicable interest, shall become due upon the occurrence of any of the following events: (a) the death of the owner, provided that the spouse is otherwise not eligible for the benefits hereunder; (b) the sale, transfer or subdivision of the property or any part thereof; (c) if the property should for any reason lose its homestead status; or (d) if for any reason the taxing authority deferring the payments shall determine that there would be no hardship to require immediate or partial payments.

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

Payment of the annual installments of principal and interest with respect to the above identified special assessments against the Subject Property are hereby deferred for tax collection year 2009 and thereafter upon the following terms and conditions:

1. The principal amount of the special assessments noted above shall accrue interest at the rate of 6.25% per year from and after June 23, 2008.
2. If the Subject Property is no longer classified as a homestead for tax purposes, then the deferment shall cease.
3. If both Edwin Estrem and Carol Estrem die, then the deferment of the special assessments shall cease.
4. If both Edwin Estrem and Carol Estrem no longer meet the eligibility requirements for a hardship as that term is defined by City Resolution Number 1864, and amendments thereto, then the deferment shall cease.
5. If the Subject Property or a portion thereof is transferred, donated, sold or contracted to be sold, then the deferment shall cease.
6. If the tax parcel for the Subject Property is split or otherwise subdivided, then the deferment shall cease.
7. The accrued interest at the rate of 6.25% per year during the period of deferment shall be added to the principal amount of the special assessments and shall be payable with the principal amount when the principal amount becomes payable at the expiration of the deferment.
8. If the deferment ceases for the Subject Property prior to the year 2018, then the deferred unpaid installments of principal, together with accrued interest on the unpaid principal balance, shall become due and payable in the next calendar year and shall be payable with real estate taxes in the next calendar year. The remaining principal installments, if any, together with interest, shall be paid in the years as originally levied.

If the deferment ceases after calendar year 2018, then the entire unpaid principal amount of the special assessments, together with accrued interest, shall become due and payable in the next calendar year and shall be payable with real estate taxes in the next calendar year.

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

Passed this 24<sup>th</sup> day of November, 2008.

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George Tourville, Mayor

Attest:

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Melissa Rheaume, Deputy Clerk

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

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

**A RESOLUTION AND CERTIFICATE PURSUANT TO MINNESOTA  
STATUTE § 435.193 MEMORIALIZING DEFERMENT OF  
SPECIAL ASSESSMENTS BY THE CITY OF INVER GROVE HEIGHTS  
FOR PROPERTY OWNED BY WILFORD REICH & CHRISTINE REICH**

**WHEREAS**, Wilford Reich and Christine Reich, husband and wife, own certain real property situated in the City of Inver Grove Heights, County of Dakota, State of Minnesota, identified as Tax Parcel Number 20-71152-160-02 and legally described as Lot 16, Block 2, South Grove No. 3, Dakota County, Minnesota, according to the plat thereof on file and of record with the Office of the Dakota County Recorder (the Subject Property).

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

**WHEREAS**, the levied special assessments were as follows:

\$4,834.61 for City Project No. 2007-09D (Urban Street Reconstruction – South Grove Area 2) payable in ten (10) annual equal installments of \$483.47, together with interest on the unpaid principal amount of assessments from the date of levy of the special assessments (June 23, 2008) at an interest rate of 6.25%. The first annual installment is due in calendar year 2009 and the tenth and last installment is due in calendar year 2018.

**WHEREAS**, Minnesota Statute § 435.193 and City Council Resolution No. 1864 provide that the City may defer the payment of special assessments for any homestead property owned by a person sixty-five (65) years of age or older for whom it would be a hardship to make the payments.

**WHEREAS**, pursuant to the above cited statute, the City has passed Resolution Number 1864 which specifies the requisites that must be shown to constitute a hardship.

**WHEREAS**, applicants, Wilford Reich and Christine Reich, have requested a deferment of the special assessments levied against the Subject Property.

**WHEREAS**, upon investigation and review, it appears that applicants do, in fact, qualify for deferment of special assessments under applicable law.

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

The option to defer the payment of special assessments shall terminate and all amounts accumulated plus applicable interest, shall become due upon the occurrence of any of the following events: (a) the death of the owner, provided that the spouse is otherwise not eligible for the benefits hereunder; (b) the sale, transfer or subdivision of the property or any part thereof; (c) if the property should for any reason lose its homestead status; or (d) if for any reason the taxing authority deferring the payments shall determine that there would be no hardship to require immediate or partial payments.

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

Payment of the annual installments of principal and interest with respect to the above identified special assessments against the Subject Property are hereby deferred for tax collection year 2009 and thereafter upon the following terms and conditions:

1. The principal amount of the special assessments noted above shall accrue interest at the rate of 6.25% per year from and after June 23, 2008.
2. If the Subject Property is no longer classified as a homestead for tax purposes, then the deferment shall cease.
3. If both Wilford Reich and Christine Reich die, then the deferment of the special assessments shall cease.
4. If both Wilford Reich and Christine Reich no longer meet the eligibility requirements for a hardship as that term is defined by City Resolution Number 1864, and amendments thereto, then the deferment shall cease.
5. If the Subject Property or a portion thereof is transferred, donated, sold or contracted to be sold, then the deferment shall cease.
6. If the tax parcel for the Subject Property is split or otherwise subdivided, then the deferment shall cease.
7. The accrued interest at the rate of 6.25% per year during the period of deferment shall be added to the principal amount of the special assessments and shall be payable with the principal amount when the principal amount becomes payable at the expiration of the deferment.
8. If the deferment ceases for the Subject Property prior to the year 2018, then the deferred unpaid installments of principal, together with accrued interest on the unpaid principal balance, shall become due and payable in the next calendar year and shall be payable with real estate taxes in the next calendar year. The remaining principal installments, if any, together with interest, shall be paid in the years as originally levied.

If the deferment ceases after calendar year 2018, then the entire unpaid principal amount of the special assessments, together with accrued interest, shall become due and payable in the next calendar year and shall be payable with real estate taxes in the next calendar year.

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

Passed this 24<sup>th</sup> day of November, 2008.

---

George Tourville, Mayor

Attest:

---

Melissa Rheaume, Deputy Clerk

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

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

**A RESOLUTION AND CERTIFICATE PURSUANT TO MINNESOTA  
STATUTE § 435.193 MEMORIALIZING DEFERMENT OF  
SPECIAL ASSESSMENTS BY THE CITY OF INVER GROVE HEIGHTS  
FOR PROPERTY OWNED BY AUDREY ROSE BROWN**

**WHEREAS**, Audrey Rose Brown, a single person, owns certain real property situated in the City of Inver Grove Heights, County of Dakota, State of Minnesota, identified as Tax Parcel Number 20-71151-010-06 and legally described as Lot 1, Block 6, South Grove No. 2, Dakota County, Minnesota, according to the plat thereof on file and of record with the Office of the Dakota County Recorder (the Subject Property).

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

**WHEREAS**, the levied special assessments were as follows:

\$3,382.13 for City Project No. 2007-09D (Urban Street Reconstruction – South Grove Area 2) payable in ten (10) annual equal installments of \$338.22, together with interest on the unpaid principal amount of assessments from the date of levy of the special assessments (June 23, 2008) at an interest rate of 6.25%. The first annual installment is due in calendar year 2009 and the tenth and last installment is due in calendar year 2018.

**WHEREAS**, Minnesota Statute § 435.193 and City Council Resolution No. 1864 provide that the City may defer the payment of special assessments for any homestead property owned by a person sixty-five (65) years of age or older for whom it would be a hardship to make the payments.

**WHEREAS**, pursuant to the above cited statute, the City has passed Resolution Number 1864 which specifies the requisites that must be shown to constitute a hardship.

**WHEREAS**, applicant, Audrey Rose Brown, has requested a deferment of the special assessments levied against the Subject Property.

**WHEREAS**, upon investigation and review, it appears that applicant does, in fact, qualify for deferment of special assessments under applicable law.

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

The option to defer the payment of special assessments shall terminate and all amounts accumulated plus applicable interest, shall become due upon the occurrence of any of the following events: (a) the death of the owner, provided that the spouse is otherwise not eligible for the benefits hereunder; (b) the sale, transfer or subdivision of the property or any part thereof; (c) if the property should for any reason lose its homestead status; or (d) if for any reason the taxing authority deferring the payments shall determine that there would be no hardship to require immediate or partial payments.

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

Payment of the annual installments of principal and interest with respect to the above identified special assessments against the Subject Property are hereby deferred for tax collection year 2009 and thereafter upon the following terms and conditions:

1. The principal amount of the special assessments noted above shall accrue interest at the rate of 6.25% per year from and after June 23, 2008.
2. If the Subject Property is no longer classified as a homestead for tax purposes, then the deferment shall cease.
3. If Audrey Rose Brown dies, then the deferment of the special assessments shall cease.
4. If Audrey Rose Brown no longer meets the eligibility requirements for a hardship as that term is defined by City Resolution Number 1864, and amendments thereto, then the deferment shall cease.
5. If the Subject Property or a portion thereof is transferred, donated, sold or contracted to be sold, then the deferment shall cease.
6. If the tax parcel for the Subject Property is split or otherwise subdivided, then the deferment shall cease.
7. The accrued interest at the rate of 6.25% per year during the period of deferment shall be added to the principal amount of the special assessments and shall be payable with the principal amount when the principal amount becomes payable at the expiration of the deferment.
8. If the deferment ceases for the Subject Property prior to the year 2018, then the deferred unpaid installments of principal, together with accrued interest on the unpaid principal balance, shall become due and payable in the next calendar year and shall be payable with real estate taxes in the next calendar year. The remaining principal installments, if any, together with interest, shall be paid in the years as originally levied.

If the deferment ceases after calendar year 2018, then the entire unpaid principal amount of the special assessments, together with accrued interest, shall become due and payable in the next calendar year and shall be payable with real estate taxes in the next calendar year.

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

Passed this 24<sup>th</sup> day of November, 2008.

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

Attest:

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

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

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

**A RESOLUTION AND CERTIFICATE PURSUANT TO MINNESOTA  
STATUTE § 435.193 MEMORIALIZING DEFERMENT OF  
SPECIAL ASSESSMENTS BY THE CITY OF INVER GROVE HEIGHTS  
FOR PROPERTY OWNED BY ROSE MARY RUCKER**

**WHEREAS**, Rose Mary Rucker, a single person, owns certain real property situated in the City of Inver Grove Heights, County of Dakota, State of Minnesota, identified as Tax Parcel Number 20-71151-300-06 and legally described as Lot 30, Block 6, South Grove No. 2, Dakota County, Minnesota, according to the plat thereof on file and of record with the Office of the Dakota County Recorder (the Subject Property).

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

**WHEREAS**, the levied special assessments were as follows:

\$3,147.56 for City Project No. 2007-09D (Urban Street Reconstruction – South Grove Area 2) payable in ten (10) annual equal installments of \$314.76, together with interest on the unpaid principal amount of assessments from the date of levy of the special assessments (June 23, 2008) at an interest rate of 6.25%. The first annual installment is due in calendar year 2009 and the tenth and last installment is due in calendar year 2018.

**WHEREAS**, Minnesota Statute § 435.193 and City Council Resolution No. 1864 provide that the City may defer the payment of special assessments for any homestead property owned by a person sixty-five (65) years of age or older for whom it would be a hardship to make the payments.

**WHEREAS**, pursuant to the above cited statute, the City has passed Resolution Number 1864 which specifies the requisites that must be shown to constitute a hardship.

**WHEREAS**, applicant, Rose Mary Rucker, has requested a deferment of the special assessments levied against the Subject Property.

**WHEREAS**, upon investigation and review, it appears that applicant does, in fact, qualify for deferment of special assessments under applicable law.

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

The option to defer the payment of special assessments shall terminate and all amounts accumulated plus applicable interest, shall become due upon the occurrence of any of the following events: (a) the death of the owner, provided that the spouse is otherwise not eligible for the benefits hereunder; (b) the sale, transfer or subdivision of the property or any part thereof; (c) if the property should for any reason lose its homestead status; or (d) if for any reason the taxing authority deferring the payments shall determine that there would be no hardship to require immediate or partial payments.

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

Payment of the annual installments of principal and interest with respect to the above identified special assessments against the Subject Property are hereby deferred for tax collection year 2009 and thereafter upon the following terms and conditions:

1. The principal amount of the special assessments noted above shall accrue interest at the rate of 6.25% per year from and after June 23, 2008.
2. If the Subject Property is no longer classified as a homestead for tax purposes, then the deferment shall cease.
3. If Rose Mary Rucker dies, then the deferment of the special assessments shall cease.
4. If Rose Mary Rucker no longer meets the eligibility requirements for a hardship as that term is defined by City Resolution Number 1864, and amendments thereto, then the deferment shall cease.
5. If the Subject Property or a portion thereof is transferred, donated, sold or contracted to be sold, then the deferment shall cease.
6. If the tax parcel for the Subject Property is split or otherwise subdivided, then the deferment shall cease.
7. The accrued interest at the rate of 6.25% per year during the period of deferment shall be added to the principal amount of the special assessments and shall be payable with the principal amount when the principal amount becomes payable at the expiration of the deferment.
8. If the deferment ceases for the Subject Property prior to the year 2018, then the deferred unpaid installments of principal, together with accrued interest on the unpaid principal balance, shall become due and payable in the next calendar year and shall be payable with real estate taxes in the next calendar year. The remaining principal installments, if any, together with interest, shall be paid in the years as originally levied.

If the deferment ceases after calendar year 2018, then the entire unpaid principal amount of the special assessments, together with accrued interest, shall become due and payable in the next calendar year and shall be payable with real estate taxes in the next calendar year.

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

Passed this 24<sup>th</sup> day of November, 2008.

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George Tourville, Mayor

Attest:

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Melissa Rheaume, Deputy Clerk

**CITY OF INVER GROVE HEIGHTS**

**REQUEST FOR COUNCIL ACTION**

**CONSIDER 2009 ADVISORY COMMISSION SCHEDULE**

Meeting Date: November 24, 2008  
 Item Type: Consent  
 Contact: Jenelle Teppen, 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** Accept the attached meeting schedules for 2009.

**SUMMARY** Section 200.2 of the City Code specifies that each Commission and task force shall file a schedule of regular meetings with the City Clerk.

Each of the City Council's Advisory Commissions; Planning, Environmental, Parks and Recreation, and Aircraft Noise Abatement, and Convention and Visitors Bureau has submitted their schedules of regular meetings for 2009, and they are attached.

Staff recommends the Council review and accept the attached schedule of meetings for 2009. These meeting dates and times will be kept on file with the City Clerk.

## **Aircraft Noise Abatement Commission Meeting Schedule for 2009**

The Aircraft Noise Abatement Commission meets regularly on the first Wednesday falling at mid-quarter at 6:30 p.m. in the Administrative Conference Room at Inver Grove Heights City Hall, 8150 Barbara Avenue.

Wednesday, February 4, 2007	6:30 p.m
Wednesday, May 6, 2007	6:30 p.m.
Wednesday, August 5, 2007	6:30 p.m.
Wednesday, November 4, 2007	6:30 p.m.

**Inver Grove Heights Convention & Visitors Bureau  
Meeting Schedule for 2009**

The Inver Grove Heights Convention & Visitors Bureau meets on the 4<sup>th</sup> Thursday of each month at 9:30 a.m. at the River Heights Chamber/ IGH CVB Office, located at 5782 Blackshire Path.

Thursday, January 22, 2009	9:30 a.m.
Thursday, February 26, 2009	9:30 a.m.
Thursday, March 26, 2009	9:30 a.m.
Thursday, April 23, 2009	9:30 a.m.
Thursday, May 28, 2009	9:30 a.m.
Thursday, June 25, 2009	9:30 a.m.
NO MEETING IN JULY 2009	
Thursday, August 27, 2009	9:30 a.m.
Thursday, September 24, 2009	9:30 a.m.
Thursday, October 22, 2009	9:30 a.m.
Thursday, November 19, 2009*	9:30 a.m.
Thursday, December 17, 2009*	9:30 a.m.

\* Date changed from regularly scheduled 4<sup>th</sup> Thursday of the month due to schedule conflicts or Holidays.

\*\*The IGH CVB reserves the right to cancel/reschedule/add "Special Meetings" throughout the year if needed for a quorum or special projects.

## ENVIRONMENTAL COMMISSION MEETING SCHEDULE FOR 2009

The Environmental Commission meets regularly on the fourth Thursday of the month at 7:00 p.m. in the City Council Chambers at Inver Grove Heights City Hall, 8150 Barbara Avenue, Inver Grove Heights, MN 55077.

Thursday, January 22, 2008	7:30 p.m.
Thursday, February 26, 2008	7:30 p.m.
Thursday, March 26, 2008	7:30 p.m.
Thursday, April 23, 2008	7:30 p.m.
Thursday, May 28, 2008	7:30 p.m.
Thursday, June 25, 2008	7:30 p.m.
Thursday, July 23, 2008	7:30 p.m.
Thursday, August 27, 2008	7:30 p.m.
Thursday, September 24, 2008	7:30 p.m.
Thursday, October 22, 2008	7:30 p.m.
Thursday, November 19, 2008*	7:30 p.m.
Thursday, December 17, 2008*	7:30 p.m.

\* Date changed from regularly scheduled Thursday due to holiday

\*\*The Planning Division reserves the right to cancel a meeting due to lack of agenda items.

## PLANNING COMMISSION MEETING SCHEDULE FOR 2009

The Planning Commission meets regularly on the first and third Tuesdays of the month at 7:00 p.m. in the City Council Chambers at Inver Grove Heights City Hall, 8150 Barbara Avenue.

Tuesday, January 6, 2009	7:00 p.m.
Tuesday, January 20, 2009	7:00 p.m.
Tuesday, February 3, 2009	7:00 p.m.
Tuesday, February 17, 2009	7:00 p.m.
Tuesday, March 3, 2009	7:00 p.m.
Tuesday, March 17, 2009	7:00 p.m.
Tuesday, April 7, 2009	7:00 p.m.
Tuesday, April 21, 2009	7:00 p.m.
Tuesday, May 5, 2009	7:00 p.m.
Tuesday, May 19, 2009	7:00 p.m.
Tuesday, June 2, 2009	7:00 p.m.
Tuesday, June 16, 2009	7:00 p.m.
Tuesday, July 7, 2009	7:00 p.m.
Tuesday, July 21, 2009	7:00 p.m.
Wednesday, August 5, 2009*	7:00 p.m.
Tuesday, August 18, 2009	7:00 p.m.
Tuesday, September 1, 2009	7:00 p.m.
Tuesday, September 15, 2009	7:00 p.m.
Tuesday, October 6, 2009	7:00 p.m.
Tuesday, October 20, 2009	7:00 p.m.
Tuesday, November 3, 2009	7:00 p.m.
Tuesday, November 17, 2009	7:00 p.m.
Tuesday, December 1, 2009	7:00 p.m.
Tuesday, December 15, 2009	7:00 p.m.

\* Date changed from regularly scheduled Tuesday due to holiday

\*\*The Planning Division reserves the right to cancel a meeting due to lack of agenda items.

## **PARKS & RECREATION COMMISSION MEETING SCHEDULE FOR 2009**

The Parks & Recreation Commission meets regularly on the second Wednesday of the month at 7:00 p.m. in the City Council Chambers at Inver Grove Heights City Hall, 8150 Barbara Avenue.

Wednesday, January 14, 2009	7:00 p.m.
Wednesday, February 11, 2009	7:00 p.m.
Wednesday, March 11, 2009	7:00 p.m.
Wednesday April 8, 2009	7:00 p.m.
Wednesday, May 13, 2009	7:00 p.m.
Wednesday, June 10, 2009	7:00 p.m.
Wednesday, July 8, 2009	7:00 p.m.
Wednesday, August 12, 2009	7:00 p.m.
Wednesday, September 9, 2009	7:00 p.m.
Wednesday, October 14, 2009	7:00 p.m.
Tuesday, November 10, 2009*	7:00 p.m.
Wednesday, December 9, 2009	7:00 p.m.

\* Date changed from regularly scheduled Wednesday due to holiday

\*\*The Parks & Recreation Department reserves the right to cancel a meeting due to lack of agenda items.

**CITY OF INVER GROVE HEIGHTS**

**REQUEST FOR COUNCIL ACTION**

2009 CITY COUNCIL MEETING SCHEDULE

Meeting Date: November 24, 2008  
 Item Type: Consent  
 Contact: Jenelle Teppen, 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** Accept the 2009 City Council Meeting Schedule

**SUMMARY** The Council meets annually with each of its Commissions as well each of the various operating departments. The following schedule represents staff's recommendations for scheduling meeting dates in 2009.

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

1. February 9 Environmental Commission
2. March 9 Parks and Recreation Advisory Commission
3. May 11 Planning Commission
4. August 10 Aircraft Noise Abatement Commission

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

1. March 9 Park and Recreation Department
2. May 11 Community Development Department
3. June 8 Police and Fire Departments
4. July 13 Public Works Department
5. August 10 Administrative Services Department
6. Sept. 14 Finance Department

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

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

**RECOMMENDATION:** Staff recommends the Council review and approve the proposed 2009 meeting schedule.

**2009 CITY COUNCIL MEETING SCHEDULE  
INVER GROVE HEIGHTS**

<b>REGULAR MEETINGS 7:30 P.M.</b>	<b>SPECIAL MEETINGS 5:30 P.M.</b>	<b>HOLIDAYS CITY HALL CLOSED</b>
JANUARY 12 JANUARY 26	JANUARY 12 JANUARY 26	JANUARY 1 – New Year’s Day JANUARY 19 - Martin Luther King, Jr.
FEBRUARY 9 FEBRUARY 23	FEBRUARY 9 - Environmental Commission FEBRUARY 23  <b>FEBRUARY tbd- School District</b>	FEBRUARY 16 - President’s Day
MARCH 9 MARCH 23	MARCH 9 - Park/Recreation Commission Park/Recreation Dept.  MARCH 23	
APRIL 13 APRIL 27	APRIL 13 APRIL 27	APRIL 10 – Good Friday – ½ Day
MAY 11 MAY 26 - Tuesday	MAY 11 - Planning Commission/ Community Development Dept. MAY 26  <b>MAY 18 – Commission Interviews – 7 p.m.</b>	MAY 25 - Memorial Day
JUNE 8 JUNE 22	JUNE 8 - Public Safety Dept. (Police/Fire) JUNE 22	
JULY 13 JULY 27	JULY 13 - Public Works Department.	JULY 3 – Friday – Fourth of July Holiday
AUGUST 10 AUGUST 24	AUGUST 10 – Aircraft Noise Abatement Commission/Admin. Services Dept. AUGUST 24	
SEPTEMBER 14 SEPTEMBER 28	SEPTEMBER 14 - Finance Dept. SEPTEMBER 28	SEPTEMBER 7 - Labor Day
OCTOBER 12 OCTOBER 26	OCTOBER 12 OCTOBER 26	
NOVEMBER 9 NOVEMBER 23	NOVEMBER 9 NOVEMBER 23	NOVEMBER 11 - Veterans Day NOVEMBER 26 & 27 - Thanksgiving
DECEMBER 14 DECEMBER 28 (If nec.)	DECEMBER 7 - Truth in Taxation Hearing – 7:30 p.m. DECEMBER 14	DECEMBER 24 - Christmas Eve/1/2 Day DECEMBER 25 - Christmas Day Holiday

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Renewal of Extended On-Sale Intoxicating Liquor Sales to 2:00 A.M. – Mississippi Pub

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Meeting Date: November 24, 2008  
Item Type: Consent  
Contact: 651.450.2513  
Prepared by: Melissa Rheaume  
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:**

Consider request for renewal of Extended On-Sale Intoxicating Liquor Sales to 2:00 a.m. for Mississippi Pub, Inc. dba Mississippi Pub

**SUMMARY:**

The above-listed liquor establishment has had extended hours of sale since 2005 and must obtain approval from the City of Inver Grove Heights prior to submitting their extended hours renewal application to the State Liquor Control Division.

The Police Department was contacted to determine if the additional hour of sale of liquor poses any enforcement issues, and no basis for denial of the request was found.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

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**SCHEDULE PUBLIC HEARING TO CONSIDER RENEWAL APPLICATIONS FOR LIQUOR LICENSES FOR THE 2009 CALENDAR YEAR**

Meeting Date: November 24, 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:**

Schedule public hearing on December 8, 2008 to consider applications for renewal of liquor licenses in the City for the 2009 calendar year.

**SUMMARY:**

Pursuant to Section 1200.23, Subdivision. 2 of the City Code, the Council is required to hold a public hearing on the second Monday in December each year to consider applications for renewal of liquor licenses in the City.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

**SCHEDULE PUBLIC HEARING TO CONSIDER APPLICATION FOR AN ON-SALE/SUNDAY INTOXICATING LIQUOR LICENSE – Tequila Mexican Grill, Inc. dba Tequila Mexican Grill**

Meeting Date: November 24, 2008  
 Item Type: Consent  
 Contact: 651.450.2513  
 Prepared by: Melissa Rheaume  
 Reviewed by: N/A

**Fiscal/FTE Impact:**

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

**PURPOSE/ACTION REQUESTED:**

Schedule public hearing on December 8, 2008 to consider the application of Tequila Mexican Grill, Inc. dba Tequila Mexican Grill for an On-Sale/Sunday Intoxicating Liquor License for premises located at 7537 Concord Blvd.

**SUMMARY:**

Mr. Pablo Ferreira has submitted an application for an On-Sale/Sunday Liquor License for the premises located at 7537 Concord Blvd. The Public Safety Department will conduct the required background investigation on the applicant prior to the public hearing.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

CONSIDER SECOND READING OF AN ORDINANCE AMENDING SECTION 1010 AND SECTION 515.40, Subd. 9 ADJUSTING DEVELOPMENT FEES FOR 2009

Meeting Date: November 24, 2007  
 Item Type: Regular  
 Contact: Jenelle Teppen, Asst. City Admin.  
 Prepared by:  
 Reviewed by:

**Fiscal/FTE Impact:**

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

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

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

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

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

Staff proposes changes to both Section 1010 – Fees, that address water and sanitary sewer connection fees, etc., and changes to Section 515.40, Subd 9, that address those fees associated with planning activities.

The proposed changes are outlined on the attached.

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

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

**AN ORDINANCE AMENDING SECTIONS 1010.03, 1010.04, and 515.40, Subd. 9, OF THE  
INVER GROVE HEIGHTS CITY CODE  
RELATING TO FEES**

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

**Section 1. Amendment.** IGH City Code Section 1010 is hereby amended to read as follows:

**1010.03. Water and Sanitary Sewer and Storm Water System Connection Fees.** The connection fees for the water utility system and the sanitary sewer utility system and the storm water sewer utility system. Those fees are as follows:

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

Water Plat Connection Fee	<del>\$920</del> \$950 multiplied by a density factor of 3.5 multiplied by Gross Acres
Water Building Permit Connection Unit Fee	<del>\$620</del> \$640 per SAC Unit
Water Treatment Plant Fee	<del>\$540</del> \$560 per SAC Unit

Water Core Connection Fee (based on water service size)

1 inch	<del>\$1,280</del> \$1,325
1 ½ inch	<del>\$2,875</del> \$2,975
2 inch	<del>\$5,105</del> \$5,285
3 inch	<del>\$11,480</del> \$11,880
4 inch	<del>\$20,415</del> \$21,130
6 inch (or larger)	<del>\$47,865</del> \$49,540

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

Sanitary Sewer Plat Connection Fee	<del>\$920</del> \$950 multiplied by a density factor of 3.5 multiplied by Gross Acres
MCES SAC Unit Fee	<del>\$1,825</del> \$2,000 per SAC Unit
Sanitary Sewer Building Permit Connection	<del>\$325</del> \$335 per SAC Unit
B-Line Special Connection Charge	<del>\$865</del> \$895 per SAC Unit (applicable only to B-Line Area)

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

4 inch	<del>\$415</del> \$430
6 inch	<del>\$700</del> \$725
8 inch	<del>\$1,240</del> \$1,285
10 inch	<del>\$1,940</del> \$2,010
12 inch	<del>\$2,790</del> \$2,890

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

Water Plat Connection Fee

In the R-1 and R-2 Zoning Districts	\$765 \$800
In the R-3A Zoning District	\$765 \$800
In the R-3B Zoning District	\$765 \$800
In the R-3C Zoning District	\$765 \$800
In the B-1 and Office Park Zoning Districts	\$765 \$800
In the B-2, B-3 and B-4 Zoning Districts	\$765 \$800
In the I-1 and I-2 and Industrial - Office Park Zoning Districts	\$765 \$800
In the P-Institutional Zoning Districts	\$765 \$800

Fees Payable at Time of Building Permit (Northwest Area)

Water Building Permit Connection Unit Fee	\$2,120 \$2,215 per SAC Unit
Water Treatment Plant Fee	\$540 \$560 per SAC Unit

Water Core Connection Fee (based on water service size)

1 inch	\$1,280 \$1,325
1 ½ inch	\$2,875 \$2,975
2 inch	\$5,105 \$5,285
3 inch	\$11,480 \$11,880
4 inch	\$20,415 \$21,130
6 inch (or larger)	\$47,865 \$49,540

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

Sanitary Sewer Plat Connection Fee

In the R-1 and R-2 Zoning Districts	\$1,170 \$1,225
In the R-3A Zoning District	\$1,170 \$1,225
In the R-3B Zoning District	\$1,170 \$1,225
In the R-3C Zoning District	\$1,170 \$1,225
In the B-1 and Office Park Zoning Districts	\$1,170 \$1,225
In the B-2, B-3 and B-4 Zoning Districts	\$1,170 \$1,225
In the I-1 and I-2 and Industrial - Office Park Zoning Districts	\$1,170 \$1,225
In the P-Institutional Zoning Districts	\$1,170 \$1,225

Fees Payable at Time of Building Permit (Northwest Area)

MCES SAC Unit Fee	\$1,825 \$2,000 per SAC Unit
Sanitary Sewer Building Permit Connection	\$3,235 \$3,380 per SAC Unit

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

4 inch	\$415 \$430
6 inch	\$700 \$725
8 inch	\$1,240 \$1,285
10 inch	\$1,940 \$2,010
12 inch	\$2,790 \$2,890

Connection Fees for Storm Water Sewer Utility System for Northwest Area

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

In the R-1, R-2 and R-3A Zoning Districts	<del>\$8,115</del> \$8,520
In the R-3B and R-3C Zoning District	<del>\$8,305</del> \$8,720
In the B-1 and Office Park Zoning District	<del>\$9,315</del> \$9,780
In the B-2, B-3 and B-4 Zoning Districts	<del>\$9,060</del> \$9,515
In the I-1, I-2 and I-Office Park Zoning Districts	<del>\$8,810</del> \$9,250
In the P-Institutional Zoning Districts	<del>\$8,305</del> \$8,720
In the Mixed Use-Residential Zoning Districts	<del>\$8,305</del> \$8,720
In the Mixed Use-Commercial Zoning Districts	<del>\$8,810</del> \$9,250

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

Sanitary Sewer and Water Trunk Assessments.

~~\$3,215~~ \$3,325 per acre for water trunk line area benefit

~~\$3,215~~ \$3,325 per acre for sanitary sewer trunk line area benefit

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

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

**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 8<sup>th</sup> day of December, 2008.

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

AYES:

NAYS:

ATTEST:

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

**CITY OF INVER GROVE HEIGHTS**

**REQUEST FOR COUNCIL ACTION**

**CONSIDER APPROVAL OF DESIGN DEVELOPMENT PHASE OF PROPOSED PUBLIC SAFETY ADDITION/CITY HALL RENOVATION**

Meeting Date: November 24, 2008  
 Item Type: Regular  
 Contact: JTeppen, Asst City Admin  
 Prepared by:  
 Reviewed by:

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

**PURPOSE/ACTION REQUESTED** Consider approval of Design Development phase of proposed Public Safety addition/City Hall renovation.

**SUMMARY** The Architect's have worked through the design of the proposed Public Safety Addition/City Hall renovation with the Project Manager, KOMA, City Staff, and City Council and Task Force Members over the past few months. They have completed the design development phase and seek approval to move into the preparation of the construction documents.

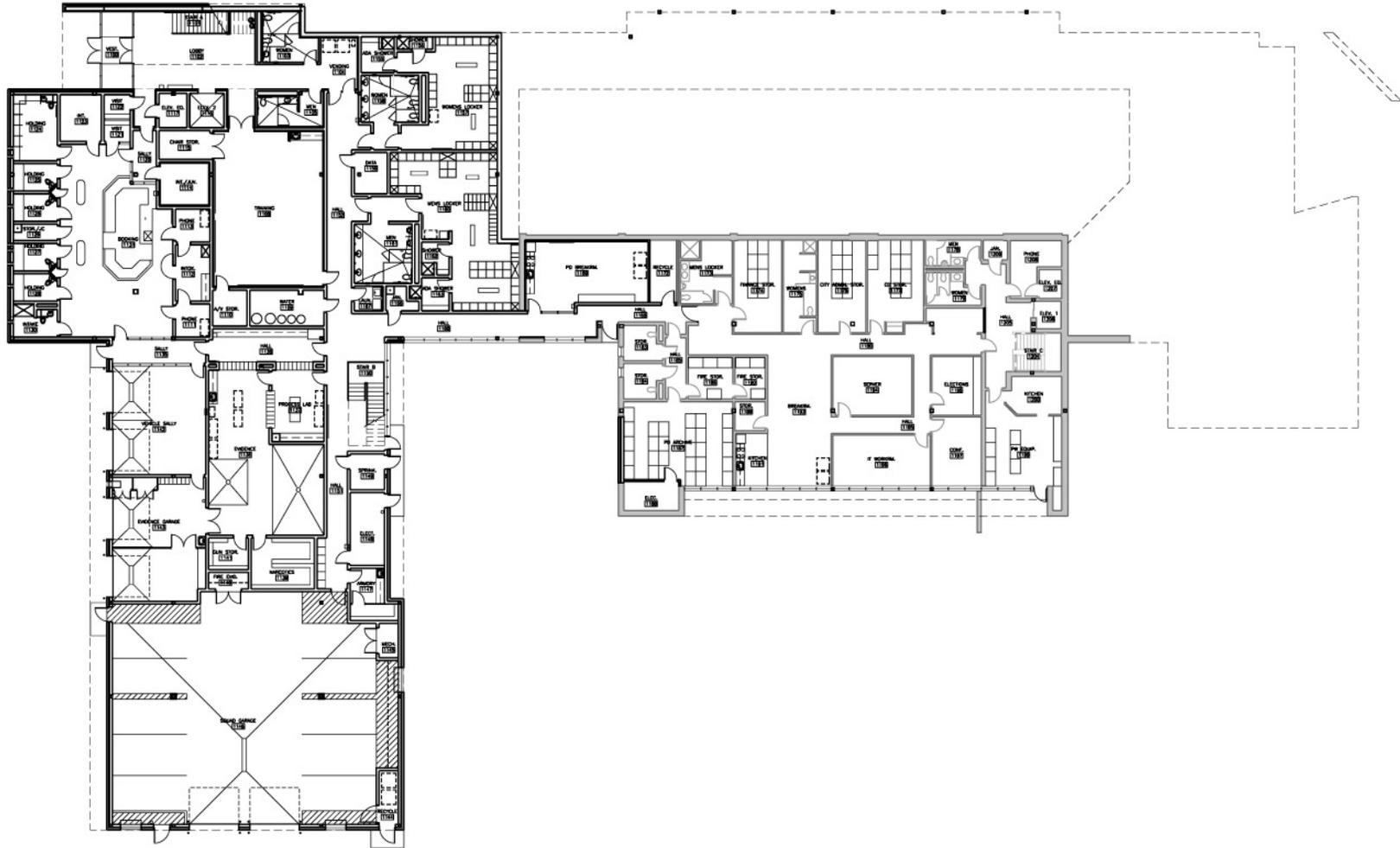
The design development phase has taken us from a schematic design, which was a more general conceptual description of what the proposed facility would be, to a more detailed, focused project with a higher degree of accuracy of cost.

The overall design is a two phase project with the Public Safety Addition comprising 34,055 square feet of new construction as phase one and 28,576 square feet of renovation in the existing City Hall as phase two. The City Council has added the following items to the base project: 3,872 square feet of expanded storage space under the City Council Chambers and the main lobby area, geo-thermal heating and cooling (at least until the results of the tests are returned), upgraded White TPO roof, burnished block in the public safety building, and higher performance windows. The following items are to be carried as alternates although the cost for these items are included in the budget: pervious paving at the east (\$46,895) and west/south (\$6,112) parking areas, upgraded emergency generator (\$175,000), automated clock system (\$15,000), and high speed garage doors (\$85,000). These costs are addition to what was accounted for in the base project.

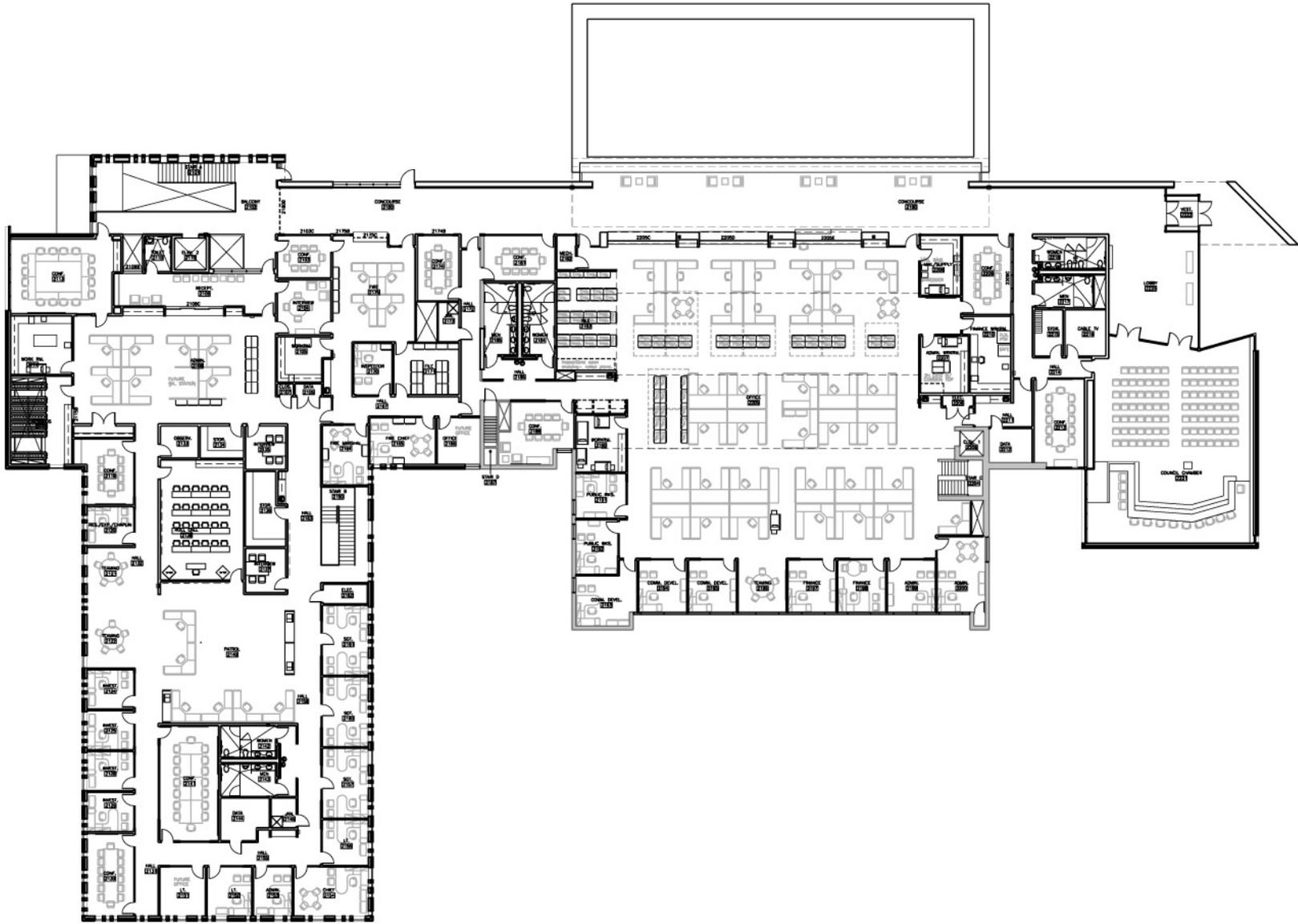
The cost at this stage is \$19,937,068 which includes all construction costs, design and project manager fees, contingencies, permits and testing costs, relocation costs and furniture fixtures and equipment.

The exterior images, floor layouts and budget spreadsheet are attached.

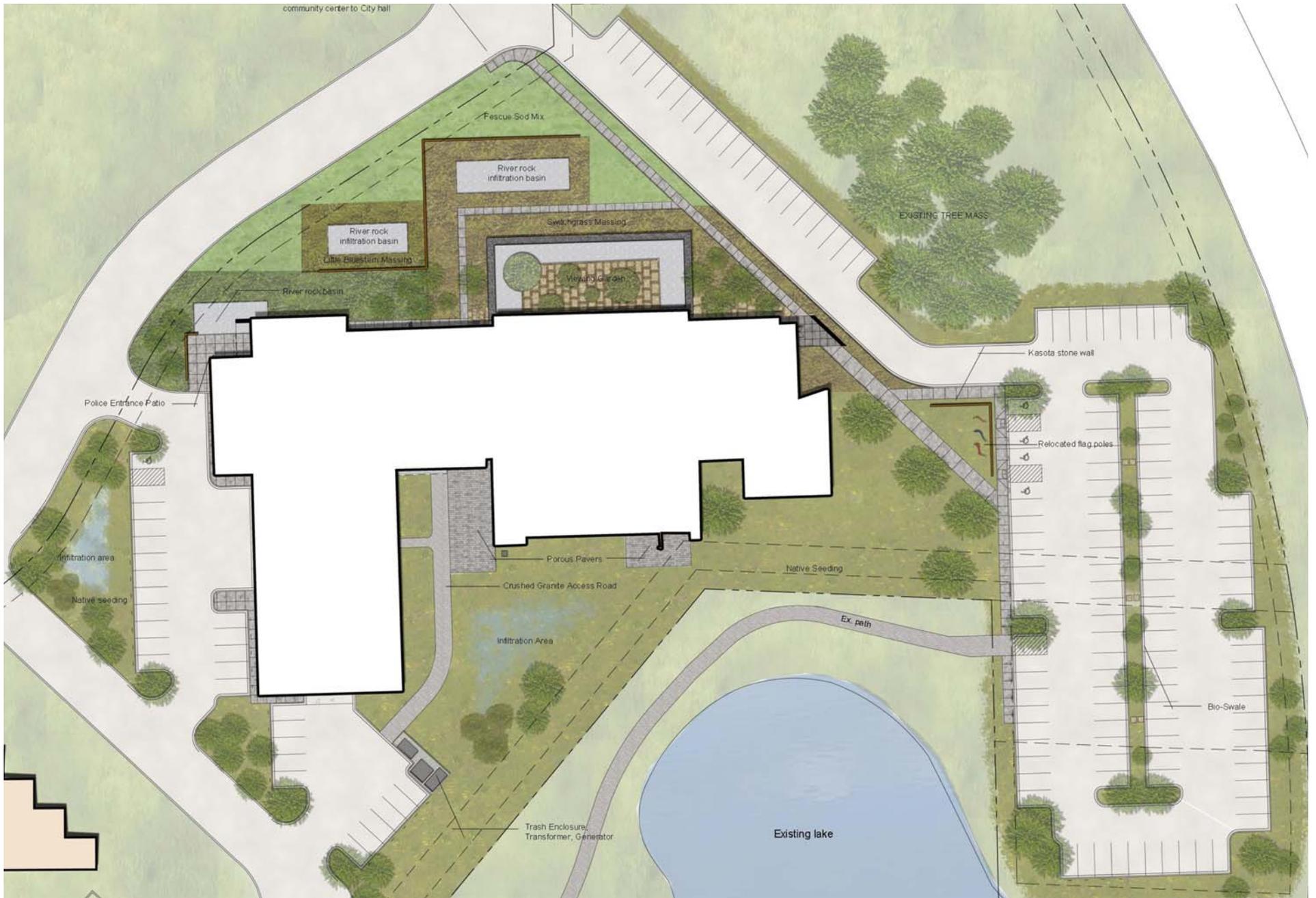
By approving the design development phase, this authorizes the architect's to move forward with the preparation of construction documents. Those will be finished around the first of February, 2009. Council will review and consider approval that phase. Following that we would go out for bid on the project. Once bids are received the Council will determine whether or not they will they will proceed to bond for the project and for what amount.



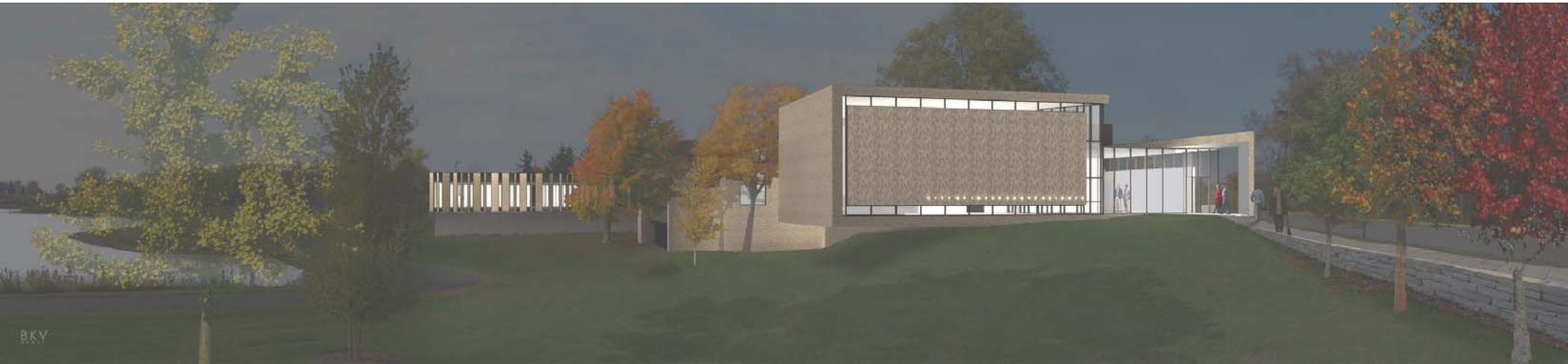
inver grove heights city hall and police lower level plan



inver grove heights city hall and police upper level plan



Inver Grove Heights City Hall and Police site plan



inver grove heights city hall and police

**BKV**  
GROUP



inver grove heights city hall and police



inver grove heights city hall and police



inver grove heights city hall and police

**Inver Grove Heights  
Public Safety Addition and City Hall Remodeling  
Financial Status Report**

11/20/2008

CODE	DESCRIPTION	PREVIOUSLY APPROVED SCHEMATIC DESIGN BUDGET	PRELIMINARY DESIGN DEVELOPMENT BUDGET	PRELIMINARY BOND FUNDED BUDGET	PRELIMINARY ADDITIONAL FUNDS BY CITY
<b>10.00</b>	<b>DESIGN FEES</b>				
10.01	ARCHITECT BASIC SERVICES				
	Schematic Design	\$110,000	\$110,000	\$0	\$110,000
	Design Development	\$332,428	\$332,428	\$0	\$332,428
	Contract Documents	\$387,833	\$387,833	\$387,833	
	Bidding	\$50,787	\$50,787	\$50,787	
	Construction Administration	\$152,363	\$152,363	\$152,363	
10.02	ARCHITECT ADD'L SERVICES				
	Civil Engineering (Olson Assoc)	\$45,000	\$45,000	\$45,000	
	Landscape Architecture	\$20,000	\$20,000	\$20,000	
	Security and A/V (Elert)	\$45,000	\$45,000	\$45,000	
	FF&E Design	\$49,000	\$49,000	\$49,000	
	Commissioning	\$49,000	\$49,000	\$49,000	
10.03	ARCHITECT REIMBURSABLES	\$75,000	\$75,000	\$75,000	
	Drawing Reproduction				
	Misc(Tele,Postage,Delivery, etc.)				
	Professional Liability Insurance				
10.04	CONTINGENT ADDIT'L SERV				
	Add'l on-site CA Services				
	Design Fees for new alternates		\$34,000	\$34,000	\$0
	Presentation Model	\$0	\$10,000	\$10,000	\$0
10.05	Supplemental Agreements				
10.06	OTHER CONSULTANTS				
10.06.1	Telecomm Consultant	\$0	\$11,500	\$0	\$11,500
10.06.2	Move Coordinator				
	<b>DESIGN FEE TOTAL</b>	<b>\$1,316,411</b>	<b>\$1,371,911</b>	<b>\$917,983</b>	<b>\$453,928</b>
<b>20.00</b>	<b>SURVEYS, BORINGS, INSURANCE, FEES</b>				
20.01	LEGAL FEES	\$5,000	\$5,000	\$0	\$5,000
20.02	FINANCE - BOND ISSUANCE	\$98,527	\$0	\$0	\$0
20.03	BLDRS RISK INSURANCE	\$0	\$50,000	\$0	\$50,000
20.04	OWNER'S ADMINISTRATIVE COSTS	\$0			
20.05	SITE SURVEY	\$4,500	\$5,400	\$0	\$5,400
20.06	SOIL BORINGS/GeoTech/Environ	\$8,000	\$5,000	\$0	\$5,000
20.07	ENVIRONMENTAL (HAZ MAT)	\$0			
20.08	COMMUNICATION COSTS	\$0	\$15,000	\$0	\$15,000
	<b>SURVEYS, BORINGS, INSURANCE, FEES TOTAL</b>	<b>\$116,027</b>	<b>\$80,400</b>	<b>\$0</b>	<b>\$80,400</b>
<b>30.00</b>	<b>PROJECT MGMT -OWNER'S REP</b>				
30.01	Project Mgmt Rep - Basic Services	\$300,000	\$329,000	\$0	\$329,000
30.02	Project Mgmt Rep- Reimbursables	\$0	\$11,400	\$0	\$11,400
	<b>PROJECT MGMT REP TOTAL</b>	<b>\$300,000</b>	<b>\$340,400</b>	<b>\$0</b>	<b>\$340,400</b>
<b>40.00</b>	<b>CONSTRUCTION</b>				
40.01	BUILDING/SITE/UTILITIES CONST.				
	Phase 1	\$7,358,764	\$8,297,737	\$8,297,737	\$0
	Phase 2	\$5,400,034	\$5,479,996	\$5,479,996	\$0
40.02	ALTERNATES				
	Alt Structure expansion	\$66,103	included	included	
	Alt 1 Green Roof, Public Safety	\$388,785	\$0	\$0	
	Alt 2 Green Roof, Lobby	\$98,617	\$0	\$0	
	Alt 3 Geothermal heating/cooling	\$548,776	\$400,000	\$400,000	\$0
	Alt 4 Pervious Paving West/South	\$12,176	\$6,112	\$6,112	
	Alt 5 Pervious Paving East	\$42,556	\$46,895	\$46,895	
	Alt 6 Upgrade, White TPO Roof	\$33,146	\$19,933	\$19,933	
	Alt 7 Burnished Block	\$103,078	\$26,745	\$26,745	
	Alt 8 Higher Perf Windows	\$69,476	\$31,080	\$31,080	
	Alt 9 snow melt at entry	\$0	\$0	\$0	
	Alt 10 Bike Commuter Facilities	\$13,290	\$0	\$0	
	Alt 11 emergency generator	\$0	\$175,000	\$175,000	
	Alt 12 Basement Storage Expansion	\$0	\$400,000	\$400,000	\$0
	Alt 13 High Speed Squad Garage Doors		\$85,000	\$85,000	
	Alt 14 Automatic Clock System		\$15,000	\$15,000	
40.03	HAZ. MATERIAL ABATEMENT				
40.04	TESTING & BALANCING				
	<b>CONSTRUCTION TOTAL</b>	<b>\$14,134,801</b>	<b>\$14,983,498</b>	<b>\$14,983,498</b>	<b>\$0</b>

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<b>50.00</b>	<b>TESTING/OTHER PERMITS</b>				
50.01	MATERIAL TESTING SERVICES/SITE	in spec inspections	in spec inspections	in spec inspections	
50.02	SPECIAL INSPEC - STRUCTURAL	\$50,697	\$50,854	\$0	\$50,854
50.03	WINDOW MOCKUP AND TEST	\$35,337	\$20,000	\$0	\$20,000
50.04	ROOF/WP INSPECTIONS	in window testing	\$10,000	\$0	\$10,000
50.05	EXT. ENVELOPE INSPECTION	\$0	\$0	\$0	
50.06	SAC/WAC CHARGES	\$54,000	\$54,000	\$0	\$54,000
50.07	STATE SURCHARGE FEES	in plan review fees	\$1,957	\$0	\$1,957
50.08	PLAN REVIEW FEES/PERMITS	\$72,424	\$96,520	\$0	\$96,520
50.09	GEO THERMAL TESTING	\$0	\$10,000	\$0	\$10,000
50.10	COMMISSIONING	\$0	by BKV	by BKV	
	<b>TESTING/OTHER PERMITS TOTAL</b>	<b>\$212,458</b>	<b>\$243,331</b>	<b>\$0</b>	<b>\$243,331</b>
<b>60.00</b>	<b>RELOCATION EXPENSES</b>				
60.01	MOVING/RELOCATION EXPENSES	\$104,000	\$104,000	\$0	\$104,000
	<b>RELOCATION TOTAL</b>	<b>\$104,000</b>	<b>\$104,000</b>	<b>\$0</b>	<b>\$104,000</b>
<b>70.00</b>	<b>OCCUPANCY/FF&amp;E</b>				
70.01	TELEPHONE/DATA	\$0	in construction	\$0	
70.01.1	TELECOM CABLING	\$0	\$138,000	\$0	\$138,000
70.02	SECURITY EQUIPMENT	in construction	in construction	in construction	\$0
70.03	FURNISHINGS & EQUIPMENT				
70.03.1	Office Furniture	\$600,000	\$624,528	\$0	\$624,528
70.03.2	High Density Files/ Shelving	\$100,000	\$100,000	\$0	\$100,000
70.04	CLOCK SYSTEM	\$0	\$0	\$0	\$0
70.05	AUDIO/VISUAL EQUIPMENT	\$350,000	\$224,000	\$0	\$224,000
70.06	SIGNAGE	\$0	\$60,000	\$0	\$60,000
70.07	WINDOW TREATMENTS	in construction	in construction	\$0	\$0
70.08	INTERIOR PLANTSCAPING	\$0	\$10,000	\$0	\$10,000
70.09	TRASH & RECYCLING CONTAINERS	\$0	\$2,000	\$0	\$2,000
70.10	COMPUTERS	\$0	\$0	\$0	\$0
70.11	PUBLIC ART allowance	\$0	\$5,000	\$0	\$5,000
	<b>OCCUPANCY/FF&amp;E TOTAL</b>	<b>\$1,050,000</b>	<b>\$1,163,528</b>	<b>\$0</b>	<b>\$1,163,528</b>
<b>80.00</b>	<b>PROJECT CONTINGENCY</b>				
80.01	Design Contingency	\$856,758	\$200,000	\$0	\$200,000
80.02	Project Contingency	\$1,713,517	\$1,450,000	\$0	\$1,450,000
	<b>PROJECT CONTINGENCY TOTAL</b>	<b>\$2,570,275</b>	<b>\$1,650,000</b>	<b>\$0</b>	<b>\$1,650,000</b>
<b>90.00</b>	<b>PROJECT TOTALS</b>	<b>\$19,803,972</b>	<b>\$19,937,068</b>	<b>\$15,901,481</b>	<b>\$4,035,587</b>

**CITY OF INVER GROVE HEIGHTS**

**REQUEST FOR COUNCIL ACTION**

**ALLIED WASTE ;** Property located north of 117<sup>th</sup> Street and east of Rich Valley Boulevard immediately west of the Pine Bend Landfill.

Meeting Date: November 24, 2008  
 Item Type: Regular Agenda  
 Contact: Allan Hunting 651.450.2554  
 Prepared by: Allan Hunting, City Planner  
 Reviewed by:

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

**PURPOSE/ACTION REQUESTED**

- a) Re-Consider a Resolution relating to a **Conditional Use Permit** for a Yard Waste Composting operation within the IRM, Integrated Resource Management Overlay District as it relates to conditions added by the City Council.
  - Requires 4/5th's vote.
- b) Consider a Resolution relating to a **Yard Waste Agreement** as required by the conditions of the Conditional Use Permit.
  - Requires 3/5th's vote
  - 60 deadline – N/A

**SUMMARY**

The City Council approved the conditional use permit for a yard waste composting site on October 27, 2008 with two added conditions. Staff has been working with the applicant to discuss details of the conditions and now the City Attorney has drafted the language for what has become one new condition (condition #13).

**ANALYSIS**

The conditions added by Council related to the site being available to the City for a storage location in the event of a natural disaster or emergency and to make the site available for a community yard waste disposal two times a year. The City Attorney has drafted a general condition (number 13) that addresses this issue. The specifics of the events and how the site could be used are listed in the attached agreement that is to be signed by the City and Allied Waste. Allied Waste agrees to allow the site to be used as a temporary storage facility by the City as part of a city clean up with a storm or other emergency event. Allied Waste also agrees to allow the site to be available two times a year for City sponsored clean up events for its citizens. These two events would most likely be scheduled with the Spring Clean up Day and then a date in late fall. Inver Grove Heights residents would be allowed to drop off their yard waste at a discount rate during these two events. Allied Waste has also agreed to accept Christmas trees that are collected by the City through a City sponsored event.

Planning Staff Recommends approval of the resolution with added condition #13 and approval of the yard waste agreement.

October 27, 2008  
Council Memo – Allied Waste  
Page 2

Attachments: Revised Conditional Use Permit Resolution  
Yard Waste Agreement Resolution  
Yard Waste Agreement

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

**RESOLUTION NO. 08-243**

**A RESOLUTION APPROVING A CONDITIONAL USE PERMIT TO ALLOW A YARD  
WASTE COMPOSTING FACILITY IN THE IRM, INTEGRATED RESOURCE  
MANAGEMENT OVERLAY DISTRICT**

**CASE NO. 08-45C  
(Allied Waste)**

**WHEREAS**, a conditional use permit application has been submitted to the City for property legally described as;

**Part of S1/2 of the NE1/4, Section 32, Township 27, Range 22, Lying Easterly of SAR #71 Ex N 2 acres Lying East of SAR #71. Also Part of S1/2 of NW1/4, Section 33, Township 27, Range 22, Lying Westerly of Chicago Rock Island RR ex part lying Westerly of centerline of SAR #71, Section 33, Township 27, Range 22, Dakota County, Minnesota**

**WHEREAS**, the property is zoned I-1, Limited Industry and is located in the IRM, Integrated Resource Management Overlay District;

**WHEREAS**, Yard Waste Composting is a conditional use in the IRM, Intergraded Resource Management Overlay District per Subd. 33. E. b;

**WHEREAS**, a public hearing concerning the conditional use permit was held before the Inver Grove Heights Planning Commission in accordance with Minnesota Statutes, Section 462.357, Subdivision 3 on October 21, 2008;

**NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS that**, a conditional use permit for a Yard Waste Composting Facility is granted for the aforesdescribed property, subject to 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.

Proposed Grading Plan	dated 7/22/08
Proposed Facility Layout	dated 7/22/08
Landscape Plan	dated 10/16/08
Application Packet	dated August/2008

2. Prior to commencement of construction, the final grading, drainage and erosion control, and utility plans shall be approved by the Director of Public Works.
3. The hours of operation shall be limited to Monday through Friday from 7:00 a.m. to 5:00 p.m. and Saturday from 7:00 a.m. to 3:00 p.m. The site may be open for the acceptance of material up to 7:00 p.m., Monday through Friday. The hours of the shredding operation shall be limited to 7:00 a.m. to 5:00 p.m., Monday through Friday.
4. All material subject to movement or blowing by the wind shall be appropriately disposed of. The site shall be maintained free from all trash, rubbish and other waste, not specifically permitted, at all times and all plastics and non-degradable materials collected through the screening process shall be disposed of in a timely fashion.
5. All areas of the lot shall be mowed and maintained and be free from trash, debris or storage.
6. The City Code Enforcement Officer, or other designee, shall be granted right of access to the property at all reasonable times to ensure compliance with the conditions of this permit.
7. The applicant shall obtain any and all necessary permits from the Minnesota Pollution Control Agency and Dakota County. The terms and conditions of any required MPCA and Dakota County permits shall be incorporated as a part of this conditional use permit as if they were specifically stated herein. Violations of the MPCA and/or Dakota County permit requirements shall be deemed to be a violation of the terms of this Conditional Use Permit and shall be grounds for remedial action on the part of the City.
8. The applicant shall be required to develop a work plan for performing air quality modeling and submit for City review. The plan must be approved by the Planning Department prior to any compost waste being accepted at the site. The work plan shall include the following;
  - a) Provide odor monitoring data (if available) from a similar composting facility where the BACS process has been used.

- b) Develop a protocol for estimating potential odor impacts based on the Calpuff air quality model and submit the protocol for City review and approval.
  - c) Provide an odor monitoring plan for City review which may include collecting and analyzing air samples, documenting odor complaints.
  - d) Perform air quality modeling and submit for City review.
  - e) Add a description in the monitoring plan defining wind directions and speeds that compost turning, shredding, screening, loading, and other processing will be conducted.
  - f) Prepare a contingency plan for City review that would describe the threshold for when corrective action would be taken and the steps that would be taken to evaluate and correct the odor problem.
9. All on-site haul roads shall be maintained dust-free during operations by watering as needed.
10. Additional moisture shall be added to the final compost before final screening and loading on to vehicles as needed to maintain dust-free operation.
11. Any building must comply with the exterior building material requirements of the Zoning Ordinance. If any variations are proposed, a separate variance application would be required to address the exterior material requirements.
12. If noise from the shredder becomes objectionable, then the following are possible means to correct the problem based on recommendations for Barr Engineering listed in their September 29, 2008 memo to the City:
- a) If noise from the shredder is objectionable, a partial enclosure and/or noise wall may be useful in shielding sensitive receptors from its noise.
  - b) Increasing the height of the surrounding berm may provide noise attenuation as well as provide visual screening of the site.
  - c) There is some potential for reversing (back up) alarm noise to be objectionable at nearby residences. "White Noise" type reversing alarms should be evaluated by Allied Waste to minimize noise impacts while maintaining safety on the site.
13. **BFI Waste Systems of North America, LLC, a Delaware limited liability company and Allied Waste Industries, Inc., a Delaware corporation, shall enter into an Agreement with the City regarding two (2) City sponsored events per calendar year for residential yard waste disposal at the Composting Facility and one (1) City sponsored event per calendar year for disposal of natural holiday ornamental trees; the form and content of the Agreement has been mutually agreed upon by the City and BFI Waste Systems of North America, LLC, and Allied Waste Industries, Inc.**

Passed this \_\_\_\_\_ day of \_\_\_\_\_, 2008.

AYES:

NAYS:

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

ATTEST:

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

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

**RESOLUTION \_\_\_\_\_**

**A RESOLUTION APPROVING A YARD WASTE AGREEMENT  
FOR THE PINE BEND LANDFILL  
BY AND AMONG BFI WASTE SYSTEMS OF NORTH AMERICA, LLC  
AND ALLIED WASTE INDUSTRIES, INC.**

**WHEREAS**, in order to operate a yard waste composting facility on the property, BFI Waste Systems of North America, LLC and Allied Waste Industries, LLC (Users) must obtain a Conditional Use Permit from the City.

**WHEREAS**, a condition of the Conditional Use Permit is that the Users enter into the attached Agreement between the Users and the City relating to the following:

- Storage of yard waste in the event of a natural disaster or emergency
- Community yard waste disposal events; and
- Holiday tree disposal events.

**WHEREAS**, the Users and the City have negotiated the terms and conditions of the attached Agreement and hereby agree to the terms and conditions as set forth in the attached Agreement.

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

- 1.) The City Council hereby approves the attached Agreement by and among BFI Waste Systems of North America, LLC and Allied Waste Industries, LLC relating to the Pine Bend Landfill.
- 2.) The Mayor and Deputy City Clerk are authorized to execute the attached Agreement by and among BFI Waste Systems of North America, LLC and Allied Waste Industries, LLC relating to the Pine Bend Landfill.

Passed this 24<sup>th</sup> day of November, 2008.

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

ATTEST:

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

## **AGREEMENT**

This AGREEMENT (Agreement), dated, made and entered into this 24<sup>th</sup> day of November, 2008, by and among the City of Inver Grove Heights (City), a Minnesota municipal corporation, and BFI Waste Systems of North America, LLC, a Delaware limited liability company (BFIWSNA) and Allied Waste Industries, Inc., a Delaware corporation (Allied). BFI Waste Systems of North America, LLC and Allied Waste Industries, Inc. are hereafter jointly and severally referred to as (Users). Subject to the terms and conditions hereafter stated and based on the representations, warranties, covenants, agreements and recitals of the parties herein contained, the parties do hereby agree as follows:

### **ARTICLE 1** **DEFINITIONS**

**1.1 Terms.** The following terms, unless elsewhere specifically defined herein, shall have the following meanings as set forth below.

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

**1.3 BFIWSNA.** “BFIWSNA” means BFI Waste Systems of North America, LLC, a Delaware limited liability company, and its successors and assigns.

**1.4 Allied.** “Allied” means Allied Waste Industries, Inc., a Delaware corporation, and its successors and assigns.

**1.5 Users.** “Users” means jointly and severally BFI Waste Systems of North America, LLC, a Delaware limited liability company, and its successors and assigns and Allied Waste Industries, Inc., a Delaware corporation, and its successors and assigns.

**1.6 Property.** “Property” means that certain real property located in the City of Inver Grove Heights, Dakota County, Minnesota and legally described on the attached Exhibit A.

**1.7 CUP.** “CUP” means that certain Conditional Use Permit for a yard waste composting operation on the Property within the IRM, Integrated Resource Management Overlay Zoning District.

**1.8 Composting Facility.** “Composting Facility” means that certain facility and land within the Property identified in the CUP as the location where the yard waste composting operation will occur.

## **ARTICLE 2** **RECITALS**

**Recital No. 1.** BFIWSNA owns the Property.

**Recital No. 2.** BFIWSNA is a subsidiary of Allied.

**Recital No. 3.** Allied intends to operate a yard waste composting facility on the Property in accord with the CUP.

**Recital No. 4.** In order to operate a yard waste composting facility on the Property, Users must obtain a CUP from the City. The Users are in the process of obtaining such CUP.

**Recital No. 5.** A condition of the CUP is that the Users enter into this Agreement. The Users are willing to enter into this Agreement and voluntarily do so.

## **ARTICLE 3** **AGREEMENTS AND COVENANTS OF USERS**

**3.1 Storage of Yard Waste In The Event of Natural Disaster or Emergency.** Users agree that in the event of a natural disaster, such as a tornado or severe storm, or in the event of a substantial emergency that threatens person or property such as an explosion or railroad or airplane crash, the City, at no cost to it, may conduct the following activities at the Composting Facility in areas designated by the Users of the Composting Facility, as long as the following activities do not significantly interfere with the private activities of the Users at the Composting Facility:

- a. The City may temporarily store and stock pile fallen or destroyed trees and vegetative waste that resulted from the natural disaster or emergency collected by the City within the City. The storage may continue until the City can properly and permanently dispose of such waste. The City shall use reasonable efforts to timely dispose of such waste in a permanent fashion.

- b. With respect to fallen or destroyed trees and other vegetative waste resulting from the natural disaster or emergency, the City may chip, cut and otherwise process these types of waste at the Composting Facility in preparation for the eventual permanent disposal of such wastes.

Users are not required to provide any machinery or equipment to enable the City to chip, cut and otherwise process these types of waste at the Composting Facility; the City is responsible for obtaining any machinery or equipment that the City needs to conduct this activity; the City may use its own equipment and machinery or may contract with others for the equipment and machinery.

- c. Users are not required to provide any personnel to assist the City in conducting the City activities under 3.1 (a) and (b).
- d. The above-listed activities shall only be conducted if they do not significantly interfere with the private activities of the Users in operating the Composting Facility.
- e. In conducting the above-listed activities at the Composting Facility, the City shall comply with the rules and regulations of the state and county applicable to the Composting Facility and with any deviations from such rules and regulations as the state or county may authorize in light of the emergency or disaster.

**3.2 Community Yard Waste Disposal.** Twice per calendar year, the Users of the Composting Facility shall cooperate with the City to plan and implement a disposal event for yard waste for residences in the City. The two (2) events per calendar year shall be structured in the following manner:

- a. Each event shall be a minimum of two (2) consecutive days.
- b. One event shall be in the spring; the second event shall be in the fall. The Users and City will mutually cooperate to select the exact dates for each event.
- c. The City, at its expense, will undertake to advertise and promote the events.
- d. The purpose of the events will be to offer residents of the City an opportunity to bring residential yard waste to the Composting Facility for the duration of the event at a reduced disposal price rate.
- e. For one of the events, the price charged by the Users of the Composting Facility to the residents of the City will be at least 10% less than the customary and usual charges. In addition, the City may choose to further cause the price to be reduced by providing funding from the Landfill Abatement Fund or other appropriate funds.

- f. For one of the events, the City may provide funding to encourage City residents to dispose of residential yard waste at the Composting Facility. If the City does provide funding, the City funding shall be in the form of a discount offered to the residences with the discount being paid to the Users and the remaining charge imposed by the Users being paid by the residences that dispose yard waste at the Composting Facility during the event. If the City does provide funding, the City funding shall be at least 10% of the customary and usual undiscounted charges imposed by the Users for disposal of the yard waste at the Composting Facility. The source of funding shall be the Landfill Abatement Fund or other appropriate City funds. If the City does provide funding for the discount, the City shall pay the Users within thirty (30) days after the event.
- g. The events shall only be made available for yard waste from residences within the City.
- h. During the events, the City shall provide personnel to verify that the persons bringing yard waste to the Composting Facility are residents of the City.
- i. The current governmental regulations prohibit disposal of the yard waste in bags. The City shall publicize this regulation during the events. The City shall inform the residents that come to the Composting Facility that bagged waste is not allowed and that the waste needs to be taken out of the bags in order for disposal of the waste in the Composting Facility. During the events the City shall monitor the disposal area to inform the residents that bags are not allowed.

**3.3 Holiday Tree Disposal.** Users agree that during the time frame from January 1<sup>st</sup> to January 20<sup>th</sup> of each calendar year, the City may conduct an event consisting of seven (7) continuous days during which the City shall provide an opportunity to residents of the City to dispose of natural holiday ornamental trees. The event shall be structured in the following manner:

- a. The City shall select a single site in the City where the natural ornamental holiday trees may be dropped off at no charge to residents of the City. Users are not required to provide any personnel to monitor the site. The City may provide personnel to monitor the site.
- b. After the event is complete, City personnel shall place the trees in roll-off boxes provided by Users. Users are not required to provide any personnel to assist the City in placing the trees in the roll-off boxes. The roll-off boxes shall be provided by Users at no cost to the City. The number of roll-off boxes shall be sufficient to accommodate the number of trees that have been placed at the site.
- c. The Users, at no cost to the City or residents, shall remove the roll-off boxes after the event and take the roll-off boxes to the Composting Facility.

At the Composting Facility, at no cost to the City or residents, the trees from up to four (4) roll-off boxes of thirty (30) cubic yards capacity each shall be processed in the Composting Facility by the Users. The trees from any other roll-off boxes shall be processed in the Composting Facility by the Users and the responsibility for the expense of the processing shall be paid by the City at the usual and customary rates charged by the Users.

- d. Only residents of the City shall be eligible to participate in the event.
- e. Users and City shall mutually determine the dates for the seven (7) day event.
- f. The trees must not be in bags. The City is responsible to inform the residents that bags are not allowed. During the event, the City shall monitor the site to inform the residents that bags are not allowed. Prior to placing the trees in the roll-off boxes, the City shall remove the trees from any bags. The City is responsible to dispose of the bags.

#### **ARTICLE 4** **CITY COVENANTS AND AGREEMENTS**

**4.1 Issuance of CUP.** Upon execution of this Agreement, the City agrees to issue the CUP, subject to the terms and conditions stated in the CUP.

#### **ARTICLE 5** **TERMINATION**

**5.1 Termination.** The City may terminate this Agreement with or without cause by giving Users written notice of termination at least ninety (90) days in advance of termination date set by the City.

This Agreement shall terminate upon the occurrence of any of the following events, whichever occurs first:

- a. The CUP is no longer in force or effect.
- b. Users discontinue the yard waste composting operation on the Property.
- c. The City terminates this Agreement by giving Users written notice of termination at least ninety (90) days in advance of termination date set by the City.

#### **ARTICLE 6** **MISCELLANEOUS**

**6.1 Assignment.** Users may not assign this Agreement without the advance written consent of the City.

**6.2 Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota. Any action arising out of this Agreement shall be venued in Dakota County, Minnesota.

**6.3 Headings.** The subject headings of the paragraphs and subparagraphs and sections of this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of their provisions.

**6.4 Acknowledgement of Reasonableness.** The parties agree that the provisions in this Agreement are fair and reasonable.

**6.5 Entire Agreement.** The text herein shall constitute the entire agreement between the parties hereto and shall supersede all prior oral or written agreements.

**6.6 Severability.** If any provision or portion thereof contained in this Agreement shall be held unconstitutional, invalid, or unenforceable, the remainder of this Agreement shall be deemed severable, shall not be affected, and shall remain in full force and effect.

**6.7 Amendment and Waiver.** The parties hereto may by mutual written agreement amend this Agreement in any respect. Any party hereto may extend the time for the performance of any of the obligations of another, waive any inaccuracies in representations by another contained in this Agreement or in any document delivered pursuant hereto which inaccuracies would otherwise constitute a breach of this Agreement, waive compliance by another with any of the covenants contained in this Agreement, waive performance of any obligations by the other or waive the fulfillment of any condition that is precedent to the performance by the party so waiving of any of its obligations under this Agreement. Any agreement on the part of any party for any such amendment, extension or waiver must be in writing. No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provisions, whether or not similar, nor shall any waiver constitute a continuing waiver.

**6.8 Binding Agreement.** The parties mutually recognize and agree that all terms and conditions of this recordable Agreement shall run with Property and shall be binding upon the parties and the successors and assigns of the parties.

**6.9 Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.

**6.10 Recording.** The City has the right to record this Agreement with the Dakota County Recorder.

**IN WITNESS WHEREOF** the Users and the City have entered into this Agreement on the day and year first stated above.

**CITY OF INVER GROVE HEIGHTS**

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

ATTEST:

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

STATE OF MINNESOTA        )  
  )  
COUNTY OF DAKOTA        )        ss.

On this 24<sup>th</sup> day of November, 2008, before me a Notary Public within and for said County, personally appeared George Tourville and Melissa Rheaume, 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

**BFI WASTE SYSTEMS OF NORTH AMERICA, LLC**

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

Its: \_\_\_\_\_

STATE OF \_\_\_\_\_)

)

ss.

COUNTY OF \_\_\_\_\_)

On this \_\_\_\_\_ day of November, 2008, before me a Notary Public appeared \_\_\_\_\_, who being by me duly sworn, did say that he is the \_\_\_\_\_ of BFI Waste Systems of North America, LLC, a Delaware limited liability company, and that the foregoing instrument was executed on behalf of said limited liability company by authority of its Board of Governors; and said \_\_\_\_\_ acknowledged said instrument to be the free act and deed of said limited liability company.

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

**ALLIED WASTE INDUSTRIES, INC.**

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

Its: \_\_\_\_\_

STATE OF \_\_\_\_\_)

) ss.

COUNTY OF \_\_\_\_\_)

On this \_\_\_\_ day of November, 2008, before me a Notary Public appeared \_\_\_\_\_, who being by me duly sworn, did say that he is the \_\_\_\_\_ of Allied Waste Industries, Inc., a Delaware corporation, and that the foregoing instrument was executed on behalf of said corporation by authority of its Board of Directors; and said \_\_\_\_\_ acknowledged said instrument to be the free act and deed of said corporation.

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

**THIS INSTRUMENT DRAFTED BY:**

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

**AFTER RECORDING, RETURN TO:**

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

**EXHIBIT A**

## LEGAL DESCRIPTION OF PROPERTY

That part of the North Half of the Southwest Quarter of Section 33, Township 27, Range 22, Dakota County Minnesota, lying east of Dakota County Highway Number 5 and west of the Chicago Rock Island and Pacific Railway Company right-of-way.

And

That part of the North Half of the Southwest Quarter of Section 33, Township 27, Range 22, Dakota County, Minnesota, lying easterly of the centerline of Rich Valley Boulevard described as commencing at the southwest corner of said North Half of the Southwest Quarter of Section 33; thence North 89 degrees 55 minutes 51 seconds East, assumed bearing, along the south line of said North Half of the Southwest Quarter of Section 33, a distance of 571.9 feet to the center line of said Rich Valley Boulevard; thence North 20 degrees 32 minutes 45 seconds West, along said centerline a distance of 165.35 feet to the point of beginning of the land to be described; thence continuing North 20 degrees 32 minutes 45 seconds West, along said centerline, a distance of 160.0 feet; thence North 69 degrees 27 minutes 15 seconds East a distance of 33.00 feet to the east line of said Rich Valley Boulevard; thence South 20 degrees 32 minutes 45 seconds East, along said east line of Rich Valley Boulevard, a distance of 160.00 feet; thence South 69 degrees 27 minutes 15 seconds West a distance of 33.00 feet to the point of beginning;

And

That part of the South One Half of the Northeast Quarter of Section 32, Township 27, Range 22, Dakota County, Minnesota, lying Easterly of S.A.R. #71, except the North 2 acres of that part of the South One Half of the Northeast Quarter lying easterly of S.A.R. #71; and that part of the South One Half of the Northwest Quarter Section 33, Township 27, Range 22, lying westerly of the right-of-way of the Chicago, Rock Island and Pacific Railroad, except that part lying westerly of the centerline of S.A.R. #71.

**CITY OF INVER GROVE HEIGHTS**

**REQUEST FOR COUNCIL ACTION**

**Mike Safi ;** Property located at 10163 Courthouse Boulevard.

Meeting Date: November 24, 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:

A Resolution relating to a **Comprehensive Plan Amendment** to change the land use designation from RDR, Rural Density Residential to LI, Light Industrial,

- Requires 4/5th's vote.

b) An Ordinance Amendment to change the **Zoning** of the property from A, Agricultural to I-1, Limited Industry.

- Requires 4/5th's vote.
- 60 day deadline – December 5, 2008 (first 60 days)

**SUMMARY**

The applicant is proposing a land use change and rezoning to allow the property to be utilized for industrial purposes. This property is just north of a neighborhood that is currently being discuss as part of the Comprehensive Plan update. On November 10<sup>th</sup>, the Council discussed the Comprehensive Plan but did not take action on the future land use of the properties referred to as the "Hwy 52/55 Triangle Properties". Council was made aware of the Safi application and since the land use issues and location were related, the Council decided to discuss both the Safi and 'triangle' properties at the same time.

**ANALYSIS**

The staff memo on the Safi request provides arguments for and against the proposed land use change and rezoning. Staff is concerned that without a western frontage road, access to the highway, as it stands today, for industrial uses would be a safety hazard and should be avoided. Also, the land surrounding the Safi parcel to the north, west and south are all developed as residential and an extension of an industrial designation could create some land use conflicts and would not be consistent with the Rural Density Resignation of the surrounding properties.

Council directed staff to prepare a map showing the parcels where the land owner has requested a land use change for the 'triangle properties'. The map also identifies the one parcel owned by the City in this area. The map shows the property owner and is colored to the land use designation being requested by the land owner.

Planning Staff Recommends denial of the two requests based on the findings found in the attached denial resolution.

Planning Commission        The Planning Commission recommended the triangle parcels be changed to RDR, Rural Density Residential. They also recommended denial of the Safi request as they believe the request is premature until the west frontage road is actually built and the property would need to be included in the MUSA boundary. Access and traffic safety was also a concern since the only access to the parcel is a right in/right out onto Hwy 52/55.

Attachments: Denial Resolution  
                  Map of Triangle and Safi Properties  
                  Planning Report

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

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

**RESOLUTION DENYING THE REQUEST OF MIKE SAFI FOR A COMPREHENSIVE PLAN AMENDMENT TO CHANGE THE LAND USE DESIGNATION FROM RDR, RURAL DENSITY RESIDENTIAL TO LI, LIGHT INDUSTRIAL AND TO CHANGE THE ZONING OF THE PROPERTY FROM A, AGRICULTURAL TO I-1, LIMITED INDUSTRY**

**CASE NO. 08-50ZP  
(Mike Safi)**

**WHEREAS**, an application has been submitted for property legally described as;

**The West 895 feet of the NW ¼ of the NW ¼, Ex the North 346.5 feet, Ex the South 406 feet of the North 752.50 feet of the Wste 538 feet subject to Easements all part of Section 27, Township 27W, Range 22N, Dakota County, Minnesota.**

**WHEREAS**, the City of Inver Grove Heights Planning Commission reviewed the request on November 18, 2008, in accordance with City Code Section 515.40. Subd. 6;

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS THAT THE CITY COUNCIL MAKES THE FOLLOWING FINDINGS OF FACT, CONCLUSIONS AND DECISION:**

**Findings of Fact**

1. The subject lot is currently zoned A, Agricultural, and the Comprehensive Plan Designation is RDR, Rural Density Residential.
2. The subject site gains access directly onto Hwy 52/55 from a private road. Access is currently a right in-right out only.

5. The existing development pattern around the parcel on the north, west and south sides is large lot residential. There is an industrial zoned property with a commercial operation immediately to the east of the property.

### Conclusions

- The site has limited access to Hwy. 52/55 by way of a shared driveway with residential properties to the west. Access to the highway is restricted to right in/right-out.
- The limited access and direct driveway access to the highway create a traffic safety concern with any large trucks or trailers having to enter the highway without the benefit of a controlled access or interchange or acceleration lanes.
- The future of the west frontage road is uncertain. There are no definite plans or timetable for a frontage road connection either from the north or south. Without a good access frontage road, traffic safety would be a major concern. Changing the land use designation to industrial without a frontage road is premature.
- Properties abutting the subject parcel to the west, north and south, are guided Rural Density Residential. A change of land use designation to Light Industrial would not be compatible with the existing residential uses.
- The subject property has a considerable amount of tree cover which would be lost if it were developed industrial.
- In 2006, as part of the MUSA expansion for the sewer extension down to 117<sup>th</sup> Street, the property abutting the highway either side, were looked at for possible land use changes to be consistent with sewer development and development along a highway. One of the land use scenarios considered proposed continuing the industrial designation for the triangle and expanding industrial to the north and west. Ultimately these changes were removed from consideration and no land use designation changes were approved.
- The property is physically separated by a railroad from the properties to the south that are currently designated industrial. Any continuity between the industrial properties would be lost.
- The subject property was not included within the properties when the MUSA Boundary was expanded on the west side of the highway. Without sewer availability, the amount and intensity of industrial development is limited and suggests the property was to be developed with residential homes on private septic systems.

**Decision**

Based on the finds of fact and conclusions made above, the application for a Comprehensive Plan Amendment and Rezoning for the above described property is hereby denied.

Adopted by the City Council of Inver Grove Heights on this \_\_\_\_\_ day of \_\_\_\_\_, 2008.

Ayes:

Nays:

ATTEST:

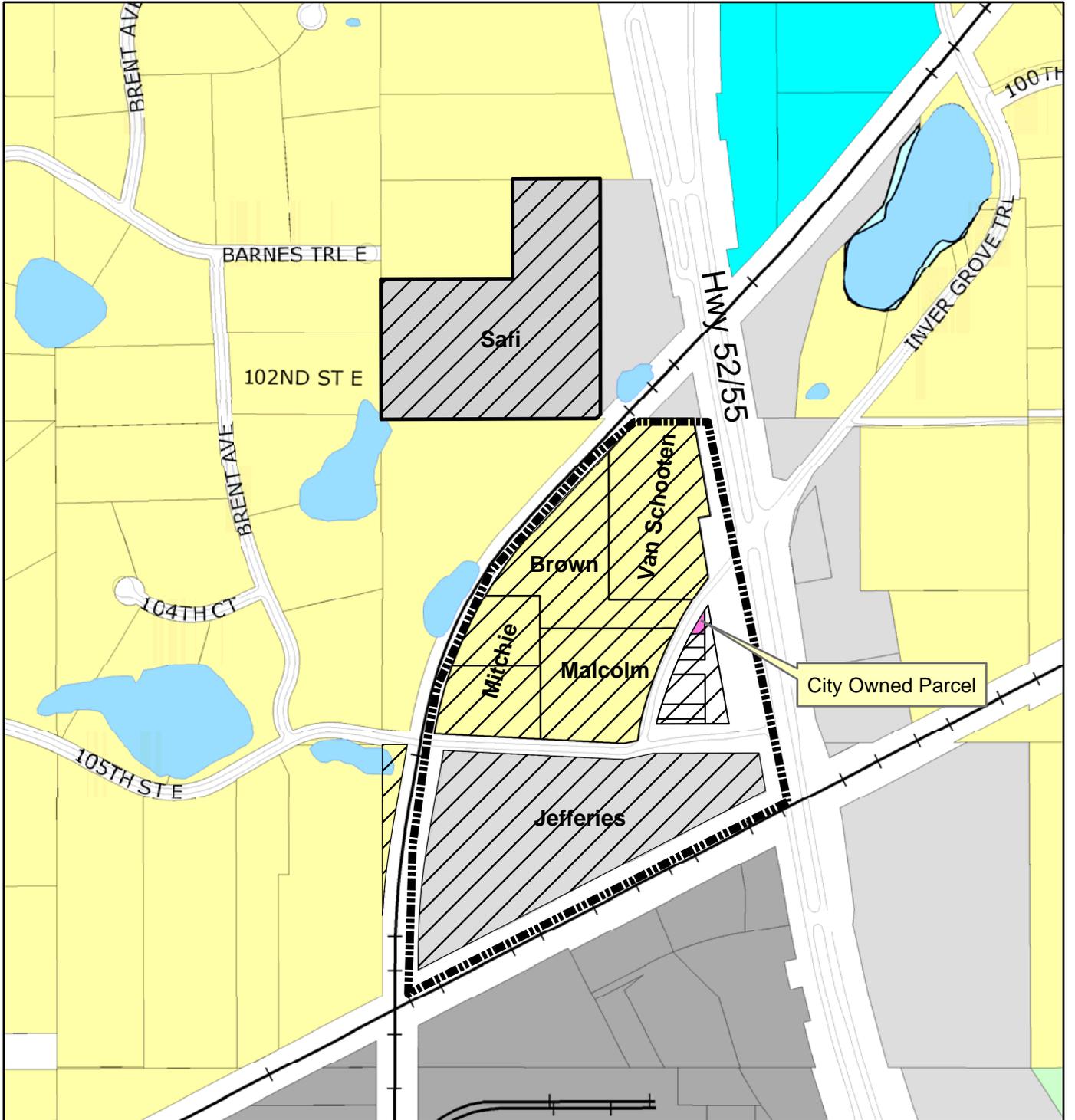
\_\_\_\_\_  
George Tourville, Mayor

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



# "Hwy 52/55 Triangle Properties" and Mike Safi Property Owner Requests

Map represents property owners who have contacted the City with their request for land use designation



## Legend

City Owned Parcel	Medium Density Residential	Community Commercial	Light Industrial	Special Use
IGH Railroads	High Density Residential	Regional Commercial	General Industrial	ROW
Rural Density Residential	Office	Mixed Use	Public/Institutional	RR
Low Density Residential	Neighborhood Commercial	Industrial Office Park	Park	Lake

**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:** November 12, 2008

**CASE NO:** 08-50ZP

**APPLICANT:** Mike Safi

**REQUEST:** Comprehensive Plan Amendment and Rezoning

**LOCATION:** 10163 Courthouse Boulevard

**HEARING DATE:** November 18, 2008

**COMPREHENSIVE PLAN:** RDR, Rural Density Residential

**ZONING:** A, Agricultural

**REVIEWING DIVISIONS:** Planning

**PREPARED BY:** Allan Hunting  
City Planner

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**BACKGROUND**

An application has been submitted by Mike Safi to change the existing land use designation of his property from RDR, Rural Density Residential to LI, Limited Industrial and to change the zoning of the parcel from A, Agricultural to I-1, Limited Industry. The property is located on the west side of Hwy 52/55 and north of 105<sup>th</sup> Street. The property is located directly behind the mini-storage, U-Haul rental property along the highway. This parcel is just north of the area known as the "triangle properties", the Planning Commission reviewed as part of the 2030 Comprehensive Plan update

Specific Request

The specific request includes the following:

- a) A Comprehensive Plan Amendment to change the land use designation of the parcel from RDR, Rural Density Residential to LI, Light Industrial.
- b) A Rezoning of the parcel from A, Agricultural to I-1, Limited Industry.

## **EVALUATION OF THE REQUEST**

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

North- Large lot Residential; zoned E-1, Estate Residential, B-3, General Business; guided RDR, Rural Density Residential.

East - mini-storage, U-Haul rental; zoned I-1, Limited Industry; guided LI, Light Industrial.

West- Large lot residential; zoned E-1, Estate Residential; guided RDR, Rural Density Residential

South-Large lot residential; zoned E-1, Estate Residential; guided RDR, Rural Density Residential

History. This particular area of the City has been the subject of land use discussions in the past. In 2006, the City initiated a Comprehensive Plan Amendment to expand the MUSA boundary along the highway for the extension of sewer down to 117<sup>th</sup> Street to serve the industrial uses in that area. Along with the MUSA boundary and sewer discussions, was the discussion of the MnDOT frontage road system for the east and west sides of the highway. The purpose of MUSA expansion was to pursue the City Council's goal of encouraging industrial growth which would provide employment, services to the community and increased tax base. The City Council had been considering the sewer extension for a number of years. Over the last few years, there had been numerous City Council meetings that discussed the utility extension, land use, frontage road system, MnDOT access management and financing. As part of that request, the City held two neighborhood open houses to provide information on the frontage roads and possible land use designation changes. One of those changes included expanding industrial along the west side to include the Safi parcel and others to the north and south. During the public hearing and Council meeting, there was opposition from the surrounding residents against expanding the industrial land use designation. Ultimately, the Council adopted the MUSA Boundary change with no changes to the land use designations on the west side of the highway.

Currently, as part of the 2030 Comprehensive Plan Update, this same land use topic has come up again. The property owners to the south, known as the "triangle properties" requested their land use designation be changed from the current LI, Light Industrial to RDR, Rural Density Residential as they did not want to see the area develop with industrial uses. Staff recommended retaining the industrial designation. The Planning Commission, after hearing public testimony, recommended to the Council (7-0) to change the land use designation of the triangle to Rural Density Residential. On November 10, 2008, the City Council reviewed the proposed Comprehensive Plan and listened to further testimony on this topic. They did not take action that night as the Council was not ready to take action and also they were aware of the Mike Safi request. They decided to table action on the triangle properties portion and combine it with the discussion of the Mike Safi parcel.

### Comprehensive Plan Amendment

The property is currently zoned A, Agricultural and Guided RDR, Rural Density Residential. The property has rolling topography and steeper slopes in the southeast corner. There is an approximate 40 foot elevation change from the lowest to highest point on the lot. The subject property is in general, approximately 10 to 20 feet higher than the land to the west and south. The land to the north slopes upward to about 15 feet higher. The subject property is wooded over most of the northern and western portions. The southeasterly portion has the least amount of existing trees. The land to the south is not wooded and does not have natural screening. Properties to the north and west have more existing vegetation to provide for screening. The closest house to the subject property, located in the northwest corner, is approximately 150 to 200 feet from the property line.

The existing Comprehensive Plan combines both the General Industrial and Light Industrial land uses into the same set of policies and action steps. The Comprehensive Plan identifies two policies for the industrial areas:

- "1. Provide opportunities for new industrial development, expansion of existing uses and the redevelopment of existing industrial uses to expand employment opportunities and to serve existing businesses in the community. Provide sanitary sewer service when feasible."*
- "2. Improve the appearance of existing industrial areas and minimize adverse impacts on the community's image and development potential."*

The Action steps listed that are pertinent to this application include:

- "3. Require landscape buffers between dissimilar land uses to enhance compatibility".*

In analyzing the request, staff suggests the following arguments for and against the proposal:

#### **REASONS FOR INDUSTRIAL LAND USE DESIGNATION**

- The property's close proximity to the highway would not be compatible for additional residential development due to the high decibel level of the highway traffic.
- The City and MnDOT have agreed to extend a frontage road from the 117<sup>th</sup> Street interchange north to dead end at the south railroad. To date, no commitment has been made by MnDOT, however, the projected frontage road would provide frontage road access which would be a benefit for industrial development.

- The property to the east is developed with commercial type uses. The properties abutting the highway, south of this parcel, are guided Industrial. Expansion along the highway would be compatible with the future industrial designation.
- The Inver Grove Heights City Council's have long advocated commercial and industrial development to increase the goods and services available to its residents, increase the City's tax base and increase the City's employment opportunities. This area, near a state highway, near industrial uses on the east side of the highway, and near land guided for industrial uses has long range potential for industrial development.
- The properties to the west and north are larger lot residential which provide some distance buffer from any future industrial development. Existing vegetation to the west and north would provide additional screening.
- The property does not have access to any public roads from the west if it were to develop residentially. Residential access to the highway at a point without controlled access would be a traffic hazard and should not be supported.
- The likely hood of the west frontage road being built is greater if land on the west side of the highway is designated industrial establishing the need for the frontage road.
- 

#### **REASONS FOR RESIDENTIAL LAND USE DESIGNATION**

- The site has limited access to Hwy. 52/55 by way of a shared driveway with residential properties to the west. Access to the highway is restricted to right in/right-out.
- The limited access and direct driveway access to the highway create a traffic safety concern with any large trucks or trailers having to enter the highway without the benefit of a controlled access or interchange or acceleration lanes.
- The future of the west frontage road is uncertain. There are no definite plans or timetable for a frontage road connection either from the north or south. Without a good access frontage road, traffic safety would be a major concern. Changing the land use designation to industrial without a frontage road is premature.
- Properties abutting the subject parcel to the west, north and south, are guided Rural Density Residential. A change of land use designation to Light Industrial would not be compatible with the existing residential uses.
- The subject property has a considerable amount of tree cover which would be lost if it were developed industrial.

- In 2006, as part of the MUSA expansion for the sewer extension down to 117<sup>th</sup> Street, the property abutting the highway either side, were looked at for possible land use changes to be consistent with sewer development and development along a highway. One of the land use scenarios considered proposed continuing the industrial designation for the triangle and expanding industrial to the north and west. Ultimately these changes were removed from consideration and no land use designation changes were approved.
- The property is physically separated by a railroad from the properties to the south that are currently designated industrial. Any continuity between the industrial properties would be lost.
- The subject property was not included within the properties when the MUSA Boundary was expanded on the west side of the highway. Without sewer availability, the amount and intensity of industrial development is limited and suggests the property was to be developed with residential homes on private septic systems.

### Rezoning

The City Code, Section 515.40, Sub. 6G states that a rezoning request must be “in the best interest of the physical development of the City” in order to be approved. This suggests that the request should be reviewed against such factors as infrastructure availability; compatibility with existing land uses in the neighborhood; and consistency with the Comprehensive Plan.

Infrastructure The City has approved and begun construction of the sewer extension on the west side of the highway. However, the Safi property is located outside the MUSA Boundary and could not be served by city sewer until the an amendment to the MUSA boundary was approved. Any industrial development would be limited to the intensity supported by a private septic system.

Neighborhood Compatibility As noted above, the majority of the surrounding properties are developed with large lot residential homes. There is one commercial use immediately to the east of the property. There is land designated for industrial to the south. Access to the property would be from a driveway with direct access to the highway. No access through residential neighborhoods is necessary or requested. Depending upon intensity of use, lighter uses such as contractor’s yards or open storage would not have as great an impact as a trucking or manufacturing use to the residential uses. Without city sewer, the intensity of use would be restricted. Some industrial uses could have a negative impact on the surrounding residential land uses.

Comprehensive Plan Consistency All rezoning requests must be reviewed against the City’s Comprehensive Plan. Review against the various components of the Comprehensive Plan follows.

- Wastewater Treatment Without a definite known use, it is not clear the complete impact on waste water. Since sewer is not available, there would be no additional burden to the city system at this time. An individual septic system would be required to meet all necessary building code requirements.
- Transportation The site has access to Hwy 52/55 via a right in/right out access. This is not the ideal situation for an industrial use that may have large trucks and trailers trying to enter the freeway without proper acceleration lanes. A frontage road is anticipated along the highway, but no definite plans or time table exist. Without a frontage road there are traffic safety concerns with changing the land use to industrial.
- Park Facilities There will not be an increase in use of the existing park facilities.
- Employment Changing the land use to industrial would increase employment potential for the City. The intensity of uses and amount of employment that could be generated appear limited without the availability of city sewer.
- Natural Resources The site contains no regionally significant natural resources. However, the site is heavily wooded and there would be more tree loss with industrial development than with residential development.
- Land Use Staff is not certain of the current use of the property. The proposed rezoning would be consistent with the proposed designation of Light Industrial. Without an actual request for a land use, it is difficult to review the request against the Comprehensive Plan to determine consistency with the surrounding land uses.

The River Heights Chamber of Commerce discussed the request at their meeting on November 13, 2008. The Chamber voted in favor of the application as presented.

## **ALTERNATIVES**

The Planning Commission has the following action alternatives available on the following requests:

### **A. Approval.**

- Approval of the **Comprehensive Plan Amendment** to change the land use from RDR, Rural Density Residential LI, Light Industrial subject to the following conditions:
  1. The Metropolitan Council shall not require any significant modifications to the comprehensive plan amendment.
  2. The Metropolitan Council shall not make a finding that the comprehensive plan amendment has a substantial impact or contain a substantial departure from any metropolitan systems plan.
- Approval of the **Rezoning** from A, Agricultural to I-1, Limited Industry.

B. **Approval in Part.**

- Approval of the **Comprehensive Plan Amendment** to change the land use from RDR, Rural Density Residential LI, Light Industrial subject to the following conditions:
  1. The Metropolitan Council shall not require any significant modifications to the comprehensive plan amendment.
  2. The Metropolitan Council shall not make a finding that the comprehensive plan amendment has a substantial impact or contain a substantial departure from any metropolitan systems plan.
- Denial of the **Rezoning** from A, Agricultural to I-1, Limited Industry based on the criteria listed in this report.

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

**RECOMMENDATION**

Staff offers three different options to the Planning Commission. If the Planning Commission finds the future use of the property is best suited for industrial, then Alternative A would be the appropriate recommendation. Staff offers a second option which is to approve in part. This option supports the future use of the property is best suited for industrial, and a comprehensive plan change would establish the City's wishes to have industrial development on the property as a future use. A denial of the rezoning could be supported if it is felt the rezoning should wait until an actual land use application is submitted or more is known about the frontage road. If the Planning Commission finds the request to be contrary to the existing surrounding land uses and not compatible as industrial, then a recommendation of denial would be the appropriate recommendation.

Staff has laid out reasons for and against the request. There has been recent action by both the City Council and Planning Commission supporting the existing land use designation. Staff is concerned of the traffic safety issue since a frontage road is not a committed project and industrial development should be provided with access that is connected to other roads that have interchange access with the highway for safety. The site is surrounded by residential uses and an expansion of industrial uses could be in conflict with the residential uses.

Based on the analysis conducted, Staff recommends denial of the request based on the following findings:

- The site has limited access to Hwy. 52/55 by way of a shared driveway with residential properties to the west. Access to the highway is restricted to right in/right-out.
- The limited access and direct driveway access to the highway create a traffic safety concern with any large trucks or trailers having to enter the highway without the benefit of a controlled access or interchange or acceleration lanes.
- The future of the west frontage road is uncertain. There are no definite plans or timetable for a frontage road connection either from the north or south. Without a good access frontage road, traffic safety would be a major concern. Changing the land use designation to industrial without a frontage road is premature.
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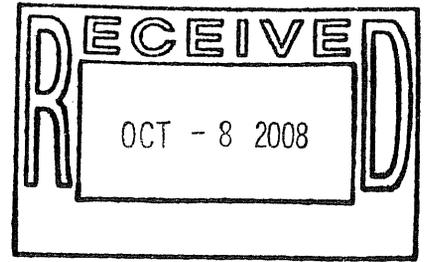
Attachments:           Exhibit A – Zoning/Comprehensive Plan Map Illustration  
                                  Exhibit B – Applicant Narrative  
                                  Exhibit C – Letters submitted by residents



October 8, 2008

To: City of Inver Grove Heights

From: Michael Safi



RE: Rezoning of 10163 Courthouse Blvd, PID: 20-02700-013-29

To Whom It May Concern:

I currently own a 15 acre parcel referenced above and wish to have it rezoned. Currently the zoning on the parcel is agricultural. This in my opinion is not the highest and best possible use for this parcel.

Facts about the parcel:

Butts up to commercial.

Entrance to the property is from Highway 52/55.

Railroad tracks run on the southeast corner of the parcel.

Power line towers are visible from the parcel.

Highway and train noise are very evident on the property.

The potential use as residential is very difficult given the above facts about the property.

I would like to rezone the parcel to L1- Limited Industrial and have the city's comp plan to include the rezoning of my parcel.

If you have any questions, please feel free to call me at 612-990-2232.

Sincerely,

A handwritten signature in black ink, appearing to read "Michael Safi". The signature is written in a cursive style with a large, sweeping initial "M".

Michael Safi

Inver Grove Heights Resident

We, the undersigned property owners, request NO CHANGE in the Comprehensive Plan and the zoning for the property at 10163 Courthouse Blvd. in I. G. H.

Name	Address	Signature	Date
H. MICHIE	3125 105 <sup>th</sup> ST. E	H. Michie	10/25/08
S. Battista	3111 - 105 <sup>th</sup> ST. E	S. Battista	10/25/08
B. Sabistina	10380 Brent Ave	Brenda Sabistina	10/25/08
Julie + Paul Bute	10016 Barnes Tr	Julie A. Bute	10/25
Marcus + Nikki Brown	1926 52nd St. E	M. Brown	10/25/08
Mike Dufour	10017 Barnes Ave	Mike Dufour	10/25/08
Denise Dufour	10017 Barnes Trail	Denise Dufour	10/25/08
Connie Dorniden	Frank Dorniden 10050 Brent Ave	Connie Dorniden	10/25/08
ROBERT MALCOLM			
Robert	3175 105 <sup>th</sup> ST. IGH	Robert Malcolm	10/25/08
LEROY + LINDA	CZECK 10075 COURTHOUSE BLVD.	Linda Czek Leroy Czek	10/26/08 10/26/08
Debbie Czek	10225 Brent Ave	Debbie Czek	10/26/08
Stephen M. Straka	10295 BRENT	Stephen M. Straka	10/26/08
Larry + Vicki Zabel	10365 Brent Ave	Vicki Zabel	10/26/08
Rob & Lisa Brown	10450 Brent Ave E.	Lisa Brown	10/26/08
DAVID A FLEISCHAKER	10300 Brent Ave	David Fleischaker	10/27/08
Kathleen Van Schooten	10371 Invergrove Trail	K. Van Schooten	10/27/08

Paul and Julie Bute  
10016 Barnes Trl.  
Inver Grove Hgts., MN 55077

City of Inver Grove Heights  
Alan Hunter  
8150 Barbara Ave.  
Inver Grove Hgts., MN 55077

RE: Mike Safi - Case No. 08-50ZP

Location:

10163 Courthouse Blvd. E. and is identified as PID No. 20-02700-013-29

Dear Mr. Hunter,

It has come to our attention that changes could be made with our neighboring property. Mr. Safi has requested a change in the City of Inver Grove Heights Comprehensive Plan and also to Rezone parcel pid: 20-02700-013-29.

We do not approve a Comprehensive Plan Amendment to change the land use designation from RDR, Rural Density Residential to L1, Light Industrial  
We do not approve the rezoning of the parcel from A, Agricultural to I-1, Limited Industry.

Mr. Safi bought the property with the intention of building homes at this location.

Mr. Safi has purchased this parcel at an overpriced amount at his own risk and we do not feel that our neighborhood should "bail" him out because he has made a financial error.

Our neighborhood is very unique to the Twin Cities and would like to preserve it this way. Many people come to visit our home and are very impressed with its beauty and peace.

We support "Rural Density Residential" because future development of this property will not be a sufficient buffer from the traffic noise that is audible from Highway 52.

We also do not feel it is a viable area for businesses because of the location and the terrain. Property values will go down as businesses move in and you will offer no compensation for this. As you already know, our economy is struggling and our home values have already declined.

Sincerely,



Paul Bute

Julie Bute



**CITY OF INVER GROVE HEIGHTS**

**REQUEST FOR COUNCIL ACTION**

**Comprehensive Plan Update**

Meeting Date: November 24, 2008  
 Item Type: Regular  
 Contact: Allan Hunting  
 Prepared by: Allan Hunting, City Planner  
 Reviewed by:

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

**PURPOSE/ACTION REQUESTED**

The City Council is to consider a Resolution adopting the City of Inver Grove Heights 2030 Comprehensive Plan as it relates to the “Hwy 52/55 Industrial Area Properties”.

**SUMMARY**

On November 10<sup>th</sup>, the Council adopted a resolution preliminarily approving the Comprehensive Plan subject to further action to be taken on the future land use of the properties referred to as the “Hwy 52/55 Industrial Area Properties”. Council was made aware of the Safi application and since the land use issues and location were related, the Council decided to discuss both the Safi and ‘industrial area triangle’ properties at the same time.

Property owners have requested that the current designation of this triangle, lying between the two railroad lines, be changed from Light Industry to Rural Density Residential. An attachment listing the arguments for each of these respective land use designations is attached.

Council directed staff to prepare a map showing the parcels where the land owner has requested a land use change for the ‘triangle properties’. The map also identifies the one parcel owned by the City in this area. The map shows the property owner and is colored to the land use designation being requested by the land owner.

The Planning Commission recommended changing the land use designation from Light Industrial to Rural Density Residential.

Staff recommends retaining the existing land use designation of LI, Light Industrial for the “triangle properties” along Highway 52/55.

- Enc: Resolution  
 Attachment Regarding Highway 52/55 Triangle  
 Map showing triangle and Safi Properties

**CITY OF INVER GROVE HEIGHTS  
DAKOTA COUNTY**

**RESOLUTION AMENDING THE PRELIMINARY APPROVAL OF THE INVER GROVE  
HEIGHTS' COMPREHENSIVE PLAN**

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

**WHEREAS**, Minnesota Statutes requires the City of Inver Grove Heights to adopt a Comprehensive Plan; and

**WHEREAS**, Minnesota Statutes requires the City of Inver Grove Heights to update its Comprehensive Plan every ten years with the current update due by December, 2008; and

**WHEREAS**, the Planning Commission held a public hearing to consider the Comprehensive Plan Update on October 14, 2008; and

**WHEREAS**, the City Council approved Resolution No. 08-254 on November 10, 2008 which gave preliminary approval of the comprehensive plan update, and

**WHEREAS**, that approval included a condition that the Council would reconsider action as it relates to the land use designation of properties lying on the west side of Hwy. 52/55, and

**WHEREAS**, the Council has collected additional information and reviewed the issue further,

**NOW, THEREFORE, BE IT RESOLVED, THAT THE CITY COUNCIL OF THE CITY OF INVER GROVE HEIGHTS**, hereby amends the preliminary approval of the 2030 Comprehensive Plan Update subject to the following:

Approval of the land use designation of LI, Light Industrial for the following properties:  
(list PID numbers)

Approval of the land use designation of RDR, Rural Density Residential for the following properties: (list PID numbers)

Adopted by the City Council of the City of Inver Grove Heights on \_\_\_\_\_, 2008.

AYES:

NAYS:

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

ATTEST:

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

## TRIANGLE ALONG WEST SIDE OF HWY 52/55

### REASONS FOR INDUSTRIAL LAND USE DESIGNATION

Highway Compatibility - The Triangle's close proximity to the highway would not be compatible for additional residential development due to the high decibel level of the highway traffic.

Adjacent Industrial Uses - The properties to the south of the railroad tracks, to the east of the highway, and a parcel to the north are all developed with Industrial uses. Industrial development along the highway would be compatible with the adjacent industrial uses.

Desired Industrial Growth - The Inver Grove Heights City Councils have long advocated commercial and industrial development to increase the goods and services available to its residents, increase the City's tax base, and increase the City's employment opportunities. This area, along a state highway, between two railroads, and adjacent to existing industrial development to the east, south and north, has long range potential for industrial development.

Buffer - The triangle is separated by railroad right-of-way on the north, west and south sides. This railroad right-of-way could act as a limited buffer separating industrial uses from the residential uses to the west.

Future Frontage Road - The City desires a future frontage road to be extended over the two railroads and to connect two long frontage roads from the Concord Interchange and the 117<sup>th</sup> Interchange. Such a frontage road is difficult to justify and rationalize to the state if the land is residential. Designating the area as future industrial would strengthen the City's argument for the frontage road.

### REASONS FOR RESIDENTIAL LAND USE DESIGNATION

Adjacent Residential Uses - Properties abutting the triangle to the west are guided Rural Density Residential. A change of land use designation to Rural Density Residential would be compatible with the existing residential uses to the west.

Tree Loss - The properties have a considerable amount of tree cover which would be lost if the properties were developed industrial.

Expansion of Industrial Growth Denied - In 2006, as part of the MUSA expansion for the sewer extension down to 117<sup>th</sup> Street, the City considered a land use scenario that

would have extended industrial growth to the north, along Highway 52/55. Ultimately the City Council decided not to pursue such industrial expansion.

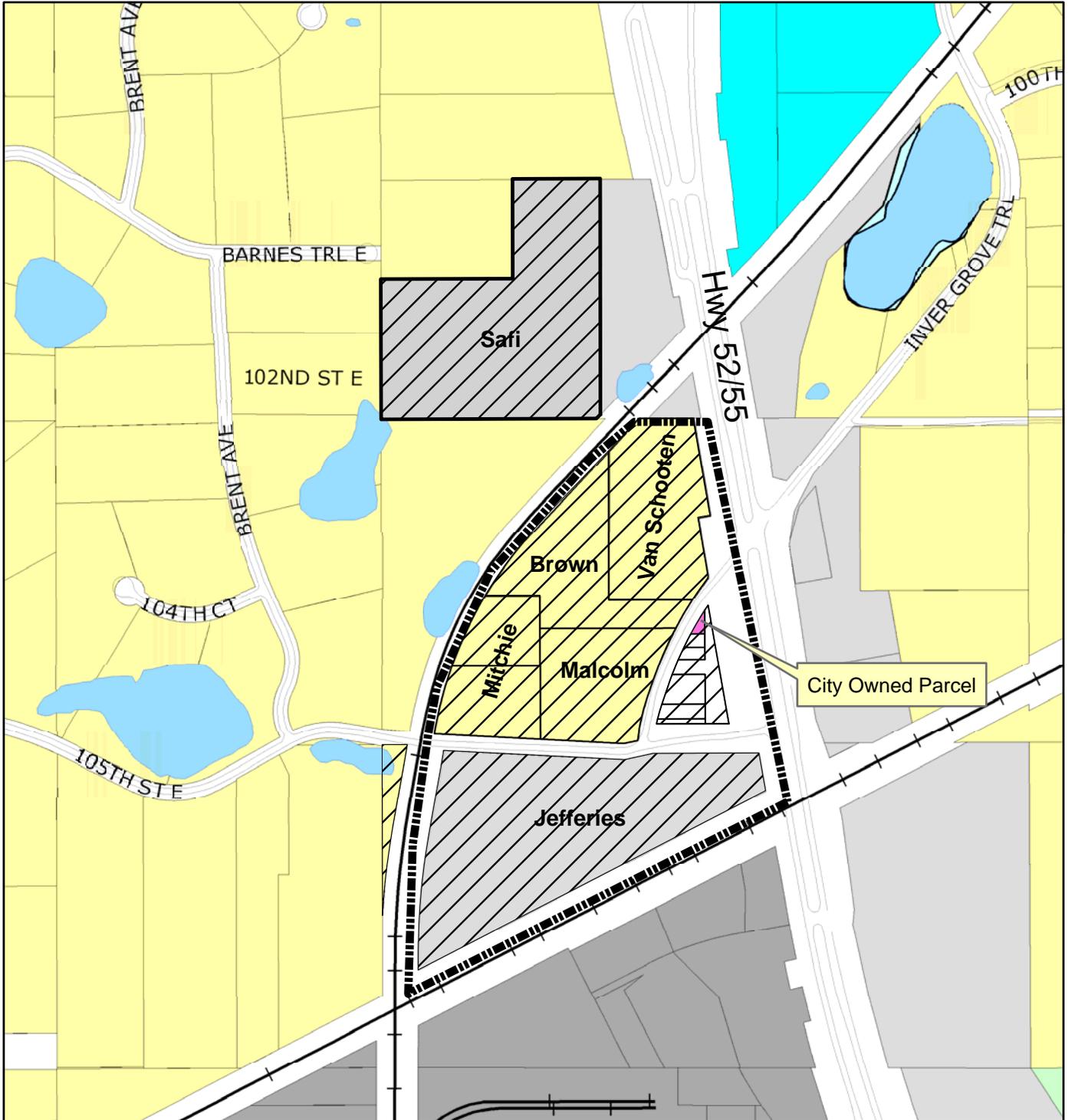
Access - Access must be addressed before the Triangle can be developed industrially. Once Inver Grove Trail and 105<sup>th</sup> Street accesses to the highway are closed, the only access would be from 105<sup>th</sup> Street. A frontage road is necessary for these properties to function and have proper access for industrial uses. Industrial traffic using 105<sup>th</sup> Street would not be compatible with the residential character along that street.

Existing Residential Neighborhood - The existing homeowners in the triangle desire to maintain their existing residential neighborhood. Industrial development would conflict with these residential uses and be in compatible with the current character of the neighborhood.



# "Hwy 52/55 Triangle Properties" and Mike Safi Property Owner Requests

Map represents property owners who have contacted the City with their request for land use designation



## Legend

City Owned Parcel	Medium Density Residential	Community Commercial	Light Industrial	Special Use
IGH Railroads	High Density Residential	Regional Commercial	General Industrial	ROW
Rural Density Residential	Office	Mixed Use	Public/Institutional	RR
Low Density Residential	Neighborhood Commercial	Industrial Office Park	Park	Lake

**CITY OF INVER GROVE HEIGHTS                      REQUEST FOR COUNCIL ACTION**

**CARLSON;** Property located at 8019 Cleadis Avenue, Inver Grove Heights, MN.

Meeting Date: November 24, 2008  
 Item Type: Regular Agenda  
 Contact: Jenn Emmerich; 651.450.2553  
 Prepared by: Jenn Emmerich, Asst. 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 a resolution relating to the following variances:

- a) A variance to exceed the allowed maximum impervious coverage.
- b) A variance to allow a driveway to encroach within the side yard setback.
  - Requires 3/5th's vote.
  - 60-day deadline: January 21, 2008 (2<sup>nd</sup> 60 days)

**SUMMARY**

This application was tabled at the applicant’s request at the November 10, 2008 City Council meeting. The applicant has submitted an application for an after-the-fact variance from the side yard setback requirements and from the allowed maximum impervious coverage for a driveway. The lot currently features the applicant’s home, detached garage and driveway. The applicant constructed the detached accessory structure in 2004, at which time he also constructed additional gravel driveway to access the garage. On September 23, 2008, the applicant submitted application for the variances to improve the driveway by widening and resurfacing it. Also at that time, staff explained the variance process and that work could not commence until final approval by City Council was obtained. On October 1, 2008, staff conducted an inspection and found that the applicant had gone ahead and resurfaced the driveway with concrete. The driveway is set back approximately two feet from the side property line whereas the minimum setback is five feet. Additionally, upon further review of the file, it was determined that the impervious surface on the property exceeds the allowed maximum. Therefore the applicant also needed a variance to exceed the allowed maximum impervious coverage.

With the existing buildings and driveways, the lot currently has 4,692 square feet of impervious coverage. Recently, City Council approved a code amendment to reduce the allowed maximum impervious coverage to 20% of the lot. The applicant’s lot is 13,699 square feet; consequently the maximum allowed impervious coverage is 2,739 square feet. However, most of the impervious surface was put in place prior to the code

change and is therefore allowed. The additional driveway surface, approximately 578 square feet, is the area in need of a variance.

**RECOMMENDATION**

Analysis The property does not have any special conditions that make it unique; it's a standard, single family residential lot without any unusual topographic, dimensional or vegetative conditions. Furthermore the applicant is not being denied reasonable use of this property as he has a single family residential home, attached and detached garages and a driveway to access the larger attached garage. The driveway leading to the detached garage is not essential as the applicant could store his personal vehicles and recreational vehicles in the 1,300 square foot attached garage, which has a driveway leading up to it for access. Additionally, the applicant moved forward with the improvements after being told that he was to obtain final approval before commencing the resurfacing and expansion.

Planning Staff Recommends denial of the variance request.

Planning Commission Recommends denial of the request (8-0), stating that there is no hardship.

Parks and Recreation Not applicable.

Attachments Variance Denial Resolution  
Planning Commission Recommendation  
Planning Report

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

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

**RESOLUTION DENYING VARIANCES TO EXCEED THE ALLOWED MAXIMUM  
IMPERVIOUS COVERAGE AND RETAIN A DRIVEWAY THAT IS LESS THAN  
FIVE FEET FROM THE PROPERTY LINE.**

**CASE NO. 08-49V  
(Carlson)**

Property located at 8019 Cleadis Avenue and legally described as follows:

**Lot 1, Block 1 of Cukier Addition of Dakota County, Minnesota**

**WHEREAS**, an application has been received for a Variance from the maximum allowed impervious coverage standard to allow the existing coverage;

**WHEREAS**, an application has been received for a Variance from the side yard setback requirements to allow the existing driveway to be located less than five feet from the side property line;

**WHEREAS**, the afore described property is zoned R-1C, Single Family Residential District;

**WHEREAS**, a Variance may be granted by the City Council from the strict application of the provisions of the Zoning Code (City Code Section 515) and conditions and safeguards imposed in the variance so granted where practical difficulties or particular hardships result from carrying out the strict letter of the regulations of the Zoning Code, as per City Code Section 515.40, Subd. 3A;

**WHEREAS**, the City of Inver Grove Heights Planning Commission reviewed the request on October 21, 2008 in accordance with City Code Section 515.40, Subd. 3C;

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS**, that the variances are denied based on the following findings of fact:

1. Lack of hardship.
2. Approval of the variance could set a future precedent for lots to exceed the allowed impervious coverage in the R-1C, Single Family Residential zoning district.
3. Denying the variance does not preclude the applicant from reasonable use of the property as the lot already features a single family home, attached and detached garages and a driveway to access the larger attached garage.
4. The additional driveway serves as a convenience to the applicant as the lot already contains a driveway accessing the attached garage.

**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 24<sup>th</sup> day of November 2008.

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

Ayes:

Nays:

ATTEST:

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

**RECOMMENDATION TO  
CITY OF INVER GROVE HEIGHTS**

**TO:** Mayor and City Council of Inver Grove Heights

**FROM:** Planning Commission

**DATE:** October 21, 2008

**SUBJECT:** **BRAD CARLSON – CASE NO. 08-49V**

**Reading of Notice**

Commissioner Simon read the public hearing notice to consider the request for a variance to construct a driveway within the sideyard setback and a variance to exceed the allowed maximum impervious coverage for the property located at 8019 Cleadis Avenue. 4 notices were mailed.

**Presentation of Request**

Allan Hunting, City Planner, explained the request as detailed in the report. He presented a diagram of the applicant's lot, showing the existing house, attached garage, detached garage, and additional gravel driveway on the south side of the attached garage. Mr. Hunting advised that the applicant applied for a variance in September to improve the driveway by widening and resurfacing it. Staff subsequently conducted an inspection and found that the applicant had went ahead and installed the concrete which resulted in approximately 578 square feet of impervious coverage over the maximum. The driveway is now set back two feet from the property line whereas five feet is required. Staff recommends denial of the request as it does not meet the variance criterion.

Commissioner Simon asked if the applicant would be made to remove the driveway if the request was denied, to which Mr. Hunting replied that would be a decision that would be made by the City Council.

Commissioner Gooch asked if the detached garage complied with setback requirements, to which Mr. Hunting replied in the affirmative.

Commissioner Koch asked if there was a fence along the south property line, to which Mr. Hunting replied he believed there were some railroad ties to help create a boundary between the two properties.

Chair Bartholomew asked what type of material was south of the attached garage prior to 2002, to which Mr. Hunting replied it was some type of crushed rock or gravel.

**Opening of Public Hearing**

The applicant, Brad Carlson, 8019 Cleadis Avenue, stated he was available to answer any questions. He advised that the apron around the detached garage had been there since 2004 and that he only added 253 square feet of impervious surface when he installed the concrete driveway.

Chair Bartholomew asked the applicant to state the hardship.

Mr. Carlson stated the hardship was that he was tearing up his grass when accessing the detached garage in which he stored his motorcycles and snowmobiles.

Chair Bartholomew stated that convenience and aesthetics were not considered a valid hardship.

Commissioner Wippermann asked the applicant when he installed the concrete.

Mr. Carlson replied it was installed in September. He advised that he had discussed the project with the concrete contractor earlier in the summer. The contractor then had some free time in September and thought everything was ready to go and began installation.

Commissioner Wippermann asked the applicant why he didn't inquire about the variance prior to September 23, stating it sounded like the driveway was already installed.

Mr. Carlson stated he was not aware of the need for a variance, but was eventually advised by someone driving by his home that he should inquire about one.

Commissioner Wippermann asked if the driveway was already in place at that time, to which Mr. Carlson replied in the affirmative.

**Planning Commission Recommendation**

Motion by Commissioner Simon, second by Commissioner Koch, to deny the request for a variance to construct a driveway within the side yard setback, and a variance to exceed the allowed maximum impervious coverage, based on a lack of hardship, for the property located at 8019 Cleadis Avenue.

Motion carried (8/0). This matter goes to the City Council on November 10, 2008.



## **SPECIFIC REQUEST**

To expand and resurface the driveway that will exceed the maximum allowed impervious coverage and encroach within the side yard setback, the applicant has applied for variances in accordance with the Inver Grove Heights Zoning Ordinance, Section 515.80 Subd.8.B.1.

## **SURROUNDING USES**

The subject site is surrounded by single-family homes, all zoned R-1C, Single Family Residential and guided LDR, Low Density Residential.

## **EVALUATION OF REQUEST:**

As indicated earlier, the applicant is requesting an after-the-fact variance to encroach within the side yard setback and to exceed the allowed maximum impervious coverage. City Code Section 515.59, states that the City Council may grant variances in instances where practical difficulties exist or where a hardship would be imposed upon the property owner if the code were strictly enforced. In order to grant the requested variances, the City Code identifies several criteria which are to be considered. The applicant's request is reviewed below against those criteria.

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

The general intent of this standard is to limit the precedent that could be set if the variance was granted. The property does not have any special conditions that make it unique. The applicant is not being denied reasonable use of his property as he has a single-family dwelling, attached and detached garages and a driveway to access the larger attached garage. The driveway leading to the detached garage is not essential as the applicant could store his personal vehicles and recreational vehicles in the 1,300 square foot attached garage, which has a driveway leading up to it for access. Additionally, the applicant moved forward with the improvements after being told that he was to obtain final approval before commencing the resurfacing and expansion.

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

The application is not contrary to the Comprehensive Plan as the future land use is Low Density Residential.

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

There is no hardship relating to the requests as the property owner is not being prevented from reasonable residential use of their property. The applicant's property currently features a 1,300 square foot attached garage with an ample driveway to access it. The applicant stated that the garages are for the storage of vehicles, recreational vehicles and equipment. The vehicles could be stored in the attached garage with a driveway thereby negating the need for a driveway to the detached garage.

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

Economic considerations do not appear to be a basis for this request.

## ALTERNATIVES

The Planning Commission has the following alternatives available for the requested action:

- A. Approval.** If the Planning Commission favors the requested Variance, the Commission should recommend approval of the request with at least the following condition:
1. The site shall be developed in substantial conformance with the site plan dated September 23, 2008 on file with the Planning Department.
  2. Engineering staff shall determine an appropriate stormwater mitigation plan for the impervious surface.
- B. Denial.** If the Planning Commission does not favor the proposed application, the above request should be recommended for denial. With a recommendation for denial, findings or the basis for the denial should be given.

## **RECOMMENDATION**

Staff believes that the variance criterion has not been met and therefore Staff recommends denial of the variance as presented.

Attachments: Exhibit A – Location/Zoning Map  
Exhibit B – Applicant Narrative  
Exhibit C – Site Plan



# Carlson Variance Request Case No. 08-49V

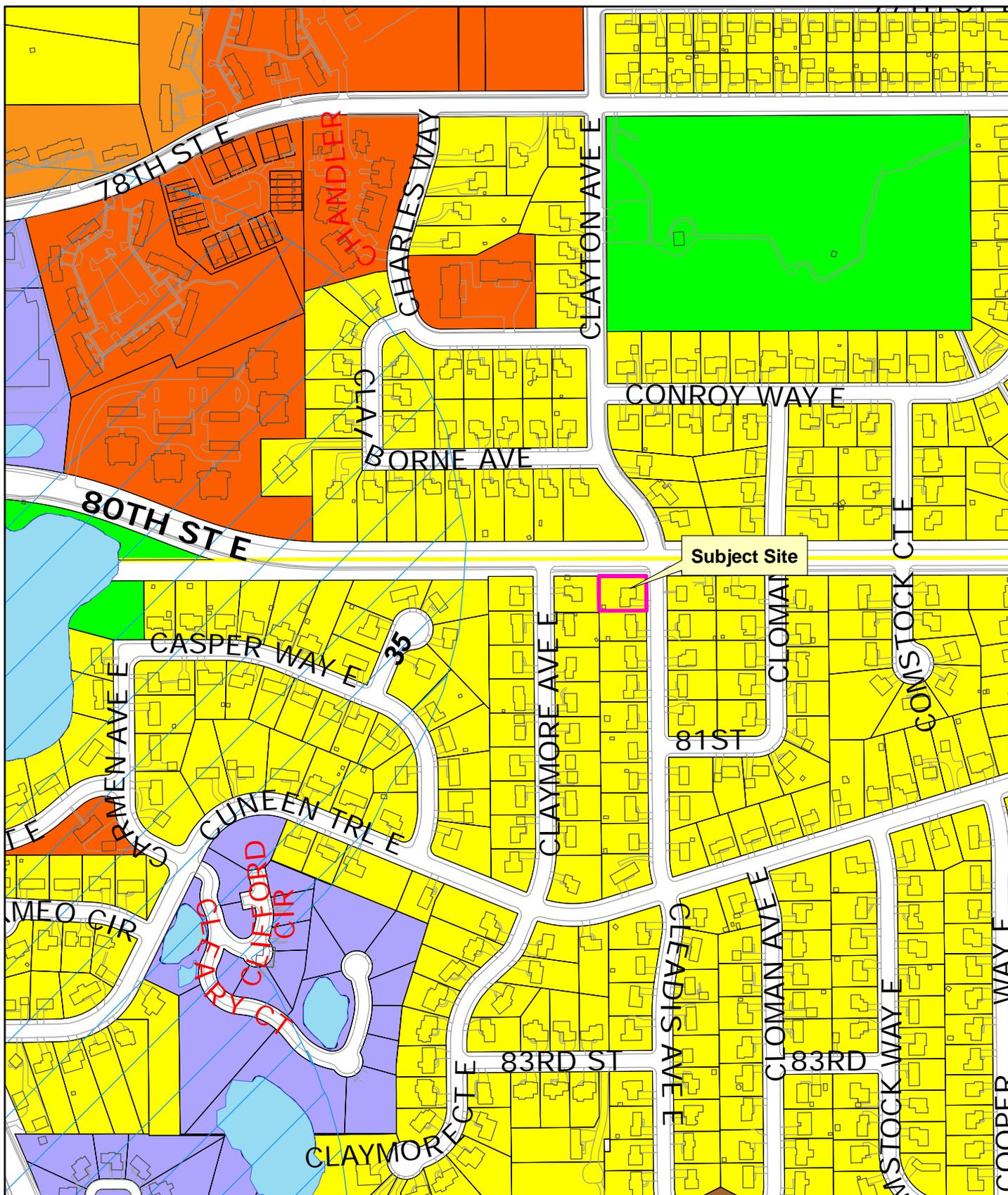
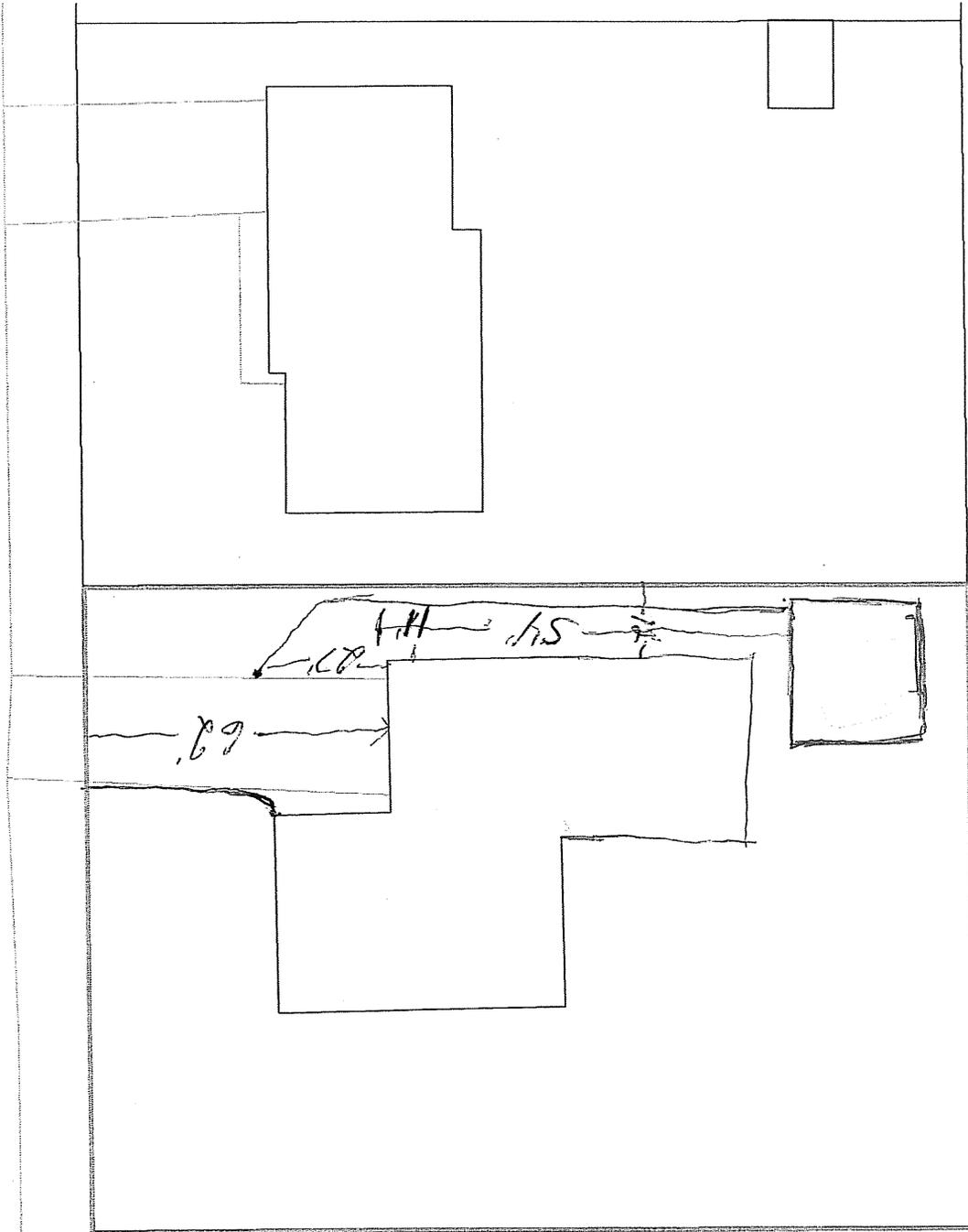


Exhibit A  
Zoning Map

The reason I need this driveway approved, is because of my shed in the back yard, has my motorcycles in it and my snowmobiles in there. So I need access to get them out. There was an existing driveway from my shed to the front of my garage with rock. I have been parking my truck on the side of my driveway in the grass, and it has turned into mud. So I thought it would be OK to tear out the grass on the side, and put a driveway in. I showed the guy that does my concrete work for my company, what I wanted to do in August. He has been very busy and booked up this year for concrete work. He had an opening, so he thought everything was OK to start the job on his own. So now the driveway is in. I have approvals from the neighbors on the side & ~~across~~ the street from me to put the driveway in. Sorry for all the inconvenience.

Paul Cook



19' to ppc. line  
11' to End of Dia

RECEIVED  
SEP 23 2008

Exhibit C

**CITY OF INVER GROVE HEIGHTS**

**REQUEST FOR COUNCIL ACTION**

**CITY OF INVER GROVE HEIGHTS (Kowalke property) – Case No. 08-54WAV:**

Meeting Date: November 24, 2008  
 Item Type: Regular Agenda  
 Contact: Heather Botten 651.450.2569  
 Prepared by: Heather Botten, Associate Planner  
 Reviewed by: Planning

<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 requests for the property located at 9032 Jefferson Trail:

- a) **Waiver of Plat** for a one lot subdivision.
- b) The sale of the property is in **Compliance with the Comprehensive Plan.**
- c) Approval of the **Purchase Agreement** between the City of Inver Grove Heights (seller) and Inver Grove Storage, LLC (buyer) for the sale of the remnant parcel which the City acquired from the Kowalke's in connection with the T.H. 149 Improvement Project.
  - Requires 3/5th's vote.
  - 60-day deadline: N/A

**SUMMARY**

The City Council previously authorized staff to enter into negotiations with Larry Koland, doing business as Inver Grove Storage, LLC. regarding the acquisition of the above mentioned property. As part of this acquisition the City is initiating an application for a waiver of plat to create a parcel from excess right-of-way to sell to a private individual. This property was originally acquired by the City from the Kowalke's in 2006 as part of the T.H. 149 reconstruction project. The property is .22 acres in size or 9,583 square feet. The City intends to sell the entire parcel with the exception of approximately 701 square feet which the City needs for permanent easement area for T.H 149. The City intends to enter into a purchase agreement between the City (seller) and the buyer for the remaining 8,882 square feet.

Attached is a copy of the Purchase Agreement between the City of Inver Grove Heights (seller) and Inver Grove Storage, LLC (buyer). The process followed for the sale of the property is consistent with City policy for disposal of City property. The City did not advertise the sale of the property since the property is unbuildable unless it is combined with an adjacent property. The purchase price is the same as determined by the City appraisal.

Minnesota Statute 462.356, subd. 2, provides that the City of Inver Grove Heights may not dispose of land without the Planning Commission first reviewing the proposed disposition to determine that the disposition is in compliance with the City's Comprehensive Plan. The Planning Commission approved the sale to be in compliance with the Comprehensive Plan on November 18, 2008. The property is guided as LI, Limited Industry as is the surrounding property. Any development proposed for the property will require review and approval by the City Council thus ensuring any project would be consistent with the goal of industrial development for the property.

November 24, 2008  
Page 2

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

Planning Commission Recommended approval of the request as presented at their November 18, 2008 (9-0).

Attachments: Waiver of Plat Resolution  
Purchase Agreement Resolution  
Purchase Agreement  
Planning Commission Recommendation  
Planning Report

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

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

**RESOLUTION APPROVING A WAIVER OF PLAT TO ALLOW A ONE-LOT  
SUBDIVISION LOCATED AT 9032 JEFFERSON TRAIL**

**CASE NO. 08-54WAV**

**WHEREAS**, a Waiver of Plat application has been submitted by the City for property legally described as follows:

**See Exhibit A**

**WHEREAS**, a public hearing concerning the Waiver of Plat was held before the Inver Grove Heights Planning Commission in accordance with Minnesota Statutes, Section 462.357, Subdivision 3 on November 18, 2008;

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

**WHEREAS**, the property alone is unbuildable due to its size;

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS**, that a Waiver of Plat is hereby approved subject to the following conditions:

1. The site shall be developed in substantial conformance with the plans on file with the Planning Department
2. The property is subject to the terms and conditions of the Purchase Agreement dated November 10, 2008.

**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.

Resolution No. \_\_\_\_\_

Page 2

Adopted by the City Council of Inver Grove Heights on this 24<sup>th</sup> day of November, 2008.

Ayes:

Nays:

ATTEST:

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

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

EXHIBIT A  
LEGAL DESCRIPTION OF REAL PROPERTY

Real property in Dakota County, Minnesota, described as follows:

A "TRACT OF LAND" described as:

Commencing at the Northwest corner of Section 19, Township 27 North, Range 22 West, thence East along the north line of said Section 19, 439 feet to the easterly line of the right of way of the Jefferson Highway, thence southeasterly along the right of way of said Highway, 171.3 feet to a point marked by an iron pin, being the point of beginning, thence northeasterly at right angles to said Highway, 102.2 feet to a point marked by an iron pin, thence southeasterly 136 feet to a point marked by an iron pin, said pin being 181.5 feet south of the north line of Section 19 and 103.8 feet east of the easterly right of way line of Jefferson Highway, thence west 103.8 feet to the easterly right of way line of the Highway; thence northwesterly along the right of way line 66.6 feet to the point of beginning;

Excepting from said TRACT OF LAND the southwesterly 10.00 feet thereof. Said 10.00 feet being measured at right angles to and parallel with the southwesterly line of said TRACT OF LAND, said southwesterly line also being the northeasterly right of way line of State Trunk Highway No. 149. The sidelines of said 10.00 foot strip exception are to be shortened or lengthen as to terminate in the northwesterly and southerly lines of said TRACT OF LAND.

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

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

**RESOLUTION APPROVING A PURCHASE AGREEMENT OF A CERTAIN  
PROPERTY AT 9032 JEFFERSON TRAIL THAT IS NO LONGER NEEDED BY THE  
CITY FOR PUBLIC USE**

**WHEREAS**, the City of Inver Grove Heights owns property located at 9032 Jefferson Trail, west of Bituminous Roadways (Property).

**WHEREAS**, the City of Inver Grove Heights has reviewed this Property and found that it is no longer needed for a public use.

**WHEREAS**, Minn. Stat. § 462.356, subd. 2 provides that before a property is sold, the Planning Commission and City Council shall determine whether the disposition of the property by sale is in compliance with the City's Comprehensive Plan.

**WHEREAS**, the Planning Commission has determined that disposition of the Property by the sale is in compliance with the City's Comprehensive Plan.

**WHEREAS**, the City Council has also determined that disposition of the Property by the sale is in compliance with the City's Comprehensive Plan.

**WHEREAS**, the Inver Grove Heights Comprehensive Plan indicates that the Property is no longer needed for public use.

**WHEREAS**, the City of Inver Grove Heights has received a purchase offer for this Property.

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

1. The City Council finds that the above identified City Property is no longer needed for public use and is available for purchase.
2. Pursuant to Minn. Stat. § 462.356, subd. 2 the City Council determines that disposition of the Property by the sale is in compliance with the City's Comprehensive Plan.
3. The City Council accepts the offer of Inver Grove Storage LLC for \$17,500.
4. The City Council hereby approves the attached Purchase Agreement for the Property between the City of Inver Grove Heights and Inver Grove Storage, LLC.
5. The Mayor and Deputy City Clerk are authorized to execute the attached Purchase Agreement between the City of Inver Grove Heights and Inver Grove Storage, LLC.

Passed this 24<sup>th</sup> day of November, 2008.

---

George Tourville, Mayor

ATTEST:

---

Melissa Rheaume, Deputy City Clerk

## PURCHASE AGREEMENT

**THIS AGREEMENT** is made this 10<sup>th</sup> day of November, 2008, by and between Seller and Buyer as hereafter defined. Based on the covenants, representations and warranties herein contained, the Seller and Buyer agree as follows.

### **Section 1. DEFINITIONS.**

**1.1 TERMS.** The following terms, unless elsewhere defined specifically in this Agreement, shall have the following meanings as set forth below.

**1.2 SELLER.** Seller shall mean the **City of Inver Grove Heights**, a Minnesota municipal corporation.

**1.3 BUYER.** Buyer shall mean **Inver Grove Storage, LLC**, a Minnesota limited liability company.

**1.4 CLOSING DATE.** Closing Date shall mean December 19, 2008.

**1.5 CLOSING DOCUMENTS.** Closing Documents shall mean and comprise the following:

- a. A Quit Claim Deed to be signed by Seller subject to Permitted Encumbrances.
- b. An affidavit by Seller of no judgments, tax liens and unrecorded interests, which shall include a statement that there has been no labor or material furnished for which mechanic's liens can be filed.
- c. All other documents affecting title to and possession of the Real Property and necessary to transfer or assign the same to Buyer.
- d. Satisfaction of all existing mortgages and security agreements.
- e. The Indemnification Agreement attached hereto as Exhibit C.

**1.6 CLOSING LOCATION.** Closing Location shall mean the law offices of LeVander, Gillen & Miller, P.A., 633 South Concord Street, Suite 400, South St. Paul, MN 55075, or at such other location as the parties may agree in writing.

**1.7 CONDITIONS PRECEDENT.** Conditions Precedent shall mean and comprise the following:

- a. All Warranties and Representations in this Agreement shall be as of and at the time of closing with the same effect as if those representations and warranties had been made at and as of such time.
- b. Seller shall perform and comply with all agreements and conditions required by this Agreement to be performed and complied with prior to or at the closing, and shall certify in such detail as Buyer may specify to the foregoing effect.
- c. At the closing, there shall have been no material damage to, destruction of, loss of or change in any of the Real Property, and there shall be no lawsuits pending or threatened concerning the subject matter of this Agreement.
- d. The condition precedent set forth in Section 16 hereof.
- e. The condition precedent set forth in Section 20 hereof.
- f. The condition precedent set forth in Section 21 hereof.

**1.8 PERMITTED ENCUMBRANCES.** Permitted Encumbrances shall mean and comprise the following:

- a. building and zoning laws, ordinances, state and federal regulations;
- b. street and roadway easements of record;
- c. utility and drainage easements of record, if any;
- d. reservation of any mineral or mineral rights to the State of Minnesota;
- e. easements, or claims of easement, not shown by public records.

**1.9 POSSESSION DATE.** Possession Date shall mean the Closing Date.

**1.10 PURCHASE PRICE.** Purchase Price shall mean **the total sum of \$17,500.**

**1.11 REAL PROPERTY.** Real Property shall mean that certain land located in Dakota County and legally described as shown on the attached **Exhibit A**, which exhibit is incorporated by reference.

**1.12 WARRANTIES AND REPRESENTATIONS.** Warranties And Representations shall mean and comprise the following:

- a. At Closing Date, Seller will have the right to convey the Real Property to Buyer in accordance with the laws of the State of Minnesota, subject to Permitted Encumbrances.

- b. Seller has received no notice of any condemnation proceedings against the whole or any part of the Real Property.
- c. Seller is not a party to or bound by any mortgage, lien, lease, agreement, instrument, order, judgment or decree which would prohibit the execution or performance of this Agreement by Seller or prohibit any of the transactions provided for in this Agreement.
- d. At Closing Date, the Real Property will not be subject to a contract or other agreement of sale or subject to security interests, mortgages, encumbrances, liens (including income, personal property and other tax liens) or off-sets, claims, reductions on charges of any kind or character. All existing mortgages and security interests will be satisfied on Closing Date.
- e. There is no suit, action, arbitration or legal, administrative or other proceeding or governmental investigation pending or, to the best knowledge of Seller threatened, against or affecting Seller with respect to the Real Property. Seller is not in default with respect to any order, writ, injunction or decree of any federal, state, local or foreign court, department, agency or instrumentality.

**Section 2. PURCHASE.** Subject to the performance by the Buyer of the provisions and conditions hereinafter set forth, Seller in consideration of the Purchase Price to be paid as hereinafter provided agrees to sell and convey to Buyer and Buyer agrees to purchase the Real Property.

**Section 3. EARNEST MONEY AND PURCHASE PRICE; MANNER AND TIME OF PAYMENT.** Buyer, in consideration of the mutual promises and covenants herein contained, agrees to pay to the Seller for the Real Property the Purchase Price in the following manner and at the following times:

- to Seller the sum of \$500.00 as earnest money payable upon Buyer's execution of this Agreement.
- to Seller the sum of \$17,000 in cash or by check at Closing Date.

**Section 4. OBLIGATION TO PROVIDE QUIT CLAIM DEED.** Subject to performance by the Buyer of the Agreement herein, the Seller agrees to execute and deliver a Quit Claim Deed to the Buyer for the Real Property subject to the Permitted Encumbrances.

**Section 5. REAL ESTATE TAXES.** Seller shall pay the real estate taxes payable prior to the year of closing and payable in the year of closing, plus any penalty and interest. Seller does not make any representation concerning the amount of real estate taxes that will be assessed against the Real Property subsequent to the date of purchase.

**Section 6. SPECIAL ASSESSMENTS.** Prior to or at closing, the Seller shall pay all levied special assessments against the Real Property.

**Section 7. PURCHASE OF PROPERTY "AS IS".** Except as stated in the Warranties and Representations, it is agreed and understood that the Buyer has inspected the Real Property and that the Buyer is purchasing the Real Property in its "As Is" condition with no warranties or representations by the Seller as to the condition of the premises or any improvements thereon.

**Section 8. CLOSING DATE AND POSSESSION DATE.** Subject to performance by the Buyer of this Agreement, the closing shall occur on the Closing Date and the Seller agrees to deliver possession on the Closing Date provided that all conditions of this Agreement have been met. The delivery of all papers, monies and matters relating to the closing shall take place at the Closing Location.

**Section 9. DOCUMENTS TO BE FURNISHED BY SELLER.** Upon execution of this Agreement by all parties, the Seller shall furnish to the Buyer at the Seller's expense the following:

- a. An owner's title insurance commitment issued by DCA Title; this commitment is in lieu of an abstract of title. If Buyer obtains a title insurance policy from DCA Title, then Seller shall pay the entire cost of the title insurance commitment. Buyer shall pay the premium for the owner's policy.
- b. Within fifteen (15) days following the Buyer's receipt of the documents referred to above, the Buyer shall give the Seller written notice of any objections to the title of the Real Property.
- c. If any objections are so made, the Seller shall be allowed one hundred and twenty (120) days after receipt of such written objections to make such title marketable. Up to \$1,000, the Seller further agrees to use all reasonable efforts to make said title marketable in the event a defect is disclosed. Pending correction of title, the payments herein required shall be postponed but upon correction of title and within ten (10) days after written notice to the Buyer, the Buyer and the Seller shall perform this agreement according to its terms.
- d. If said title is not marketable and is not made so within one hundred twenty (120) days from the date of delivery of the written objections thereto as above provided, then Buyer shall have the right (a) to terminate this Agreement upon notice given to Seller or (b) to waive such objections and proceed with such purchase. If title to said property is marketable or is made marketable within said time, and Buyer shall default in any of the agreements herein contained, then and in such case, the Seller may terminate this agreement or Seller may specifically enforce this Agreement.

If Buyer terminates this Agreement under this provision the earnest money shall be returned to the Buyer. If Seller terminates this Agreement under this provision, the earnest money shall be retained by the Seller as liquidated damages.

- e. This provision shall not deprive either party of the right of enforcing the specific performance of this Agreement, provided this Agreement is not terminated and action to enforce specific performance is commenced within six (6) months after such right of action within six (6) months after such right of action arises. In the event the Buyer defaults in its performance of the terms of this Agreement, and Notice of Cancellation is served upon the Buyer pursuant to Minnesota Statute 559.21, the termination period shall be thirty (30) days as permitted by Subdivision 4 of Minnesota Statute 559.21.

**Section 10. WARRANTIES AND REPRESENTATIONS.** Seller represents and warrants to Buyer all of the Warranties And Representations as defined in this Agreement. The Warranties and Representations shall survive the closing and shall not merge with the Closing Documents. The indemnification provided in Section 17 shall survive the Closing and shall not merge with the Closing Documents.

**Section 11. CONDITIONS PRECEDENT.** Notwithstanding anything stated herein to the contrary, Buyer's obligation to perform at the closing shall, at Buyer's election, be conditioned upon satisfaction of each of the Conditions Precedent as defined in this Agreement. Buyer may waive in writing any of the Conditions Precedent but no waiver shall be effective unless in writing.

Notwithstanding anything stated herein to the contrary, Seller's obligation to perform at the closing shall, at Seller's election, be conditioned upon satisfaction of Section 7.1 (f) of the Conditions Precedent as defined in this Agreement. Seller may waive in writing any of the Conditions Precedent but no waiver shall be effective unless in writing.

**Section 12. CLOSING DOCUMENTS.** Subject to performance by the Buyer, the Seller agrees to execute as necessary and deliver at the Closing Date the Closing Documents.

**Section 13. STATE DEED TAX.** At closing, Seller shall pay the state deed tax due on the Quit Claim Deed.

**Section 14. BROKERAGE FEES.** Both parties represent and warrant that no brokerage fees or real estate agency fees are owing as a result of this transaction.

**Section 15. SURVEY.** If Buyer needs a new survey of the Real Property, then Buyer may obtain such a survey at Buyer's own cost. Seller shall deliver to Buyer any surveys that Seller has of the Real Property.

**Section 16. DISCLAIMER OF ENVIRONMENTAL MATTERS AND CONDITION PRECEDENT RELATING TO ENVIRONMENTAL MATTERS.** Seller disclaims any warranties or representations concerning the environmental condition of the Real Property. Buyer acknowledges that Seller is not making any representations or warranties concerning the environmental condition of the Real Property.

Upon execution of this Agreement by the Seller, the Seller has delivered to the Buyer a document entitled Technical Report – Disclosure Review prepared by ProSource Technologies, Inc. on behalf of the Seller. Buyer acknowledges receipt of this document. The Buyer shall have until December 1, 2008, to review and analyze the document and to conduct any environmental review and assessment of the Real Property at the Buyer’s expense. On or before December 1, 2008, the Buyer shall notify the Seller in writing whether the Buyer is satisfied with the environmental condition of the Real Property.

If the Buyer is satisfied, then the closing shall occur on December 19, 2008, in the manner set forth in this Agreement.

If the Buyer is dissatisfied with the environmental condition of the Real Property, but is nonetheless willing to close this transaction, then the Buyer shall so indicate in its written notice to the Seller.

If the Buyer is dissatisfied with the environmental condition of the Real Property and is not willing to close the transaction, then the Buyer must notify the Seller on or before December 1, 2008, that the Buyer is not willing to close the transaction; in such case, the earnest money shall be returned to the Buyer and this Agreement shall be deemed terminated and the Buyer shall deliver to the Seller a Quit Claim Deed to evidence termination of this AGREEMENT.

**Section 17. ENVIRONMENTAL INDEMNIFICATION.** For purposes of this Section 17, the following terms have the meanings set forth on Exhibit B to this Agreement.

<b>Hazardous Substance</b>	<b>Solid Waste</b>
<b>Release</b>	<b>Hazardous Waste</b>
<b>Petroleum</b>	<b>Pollutants</b>
<b>Construction Debris</b>	<b>Contaminants</b>
<b>Demolition Debris</b>	<b>Sewage Sludge</b>
<b>Industrial Solid Waste</b>	<b>Waste</b>
<b>Mixed Municipal Solid Waste</b>	<b>Environmental Loss</b>

From and after delivery to Buyer of the Quit Claim Deed for the Real Property, Buyer agrees to indemnify, defend and hold Seller harmless against and in respect of any and all claims, demands, actions, suits, proceedings, losses, costs, expenses, obligations, liabilities, damages, recoveries, and deficiencies, including interest, penalties and reasonable attorneys' fees, that Seller incurs or suffers, after delivery of the Quit Claim Deed, which arise out of, result from or relate to:

- a. Any claim against Seller with respect to any Waste on the Real Property, irrespective of whether the Waste existed prior to or after delivery of the Quit Claim Deed.
- b. Any claim against Seller with respect to any Release of Waste on the Real Property, irrespective of whether the Release of Waste existed prior to or after delivery of the Quit Claim Deed.
- c. Any claim against Seller with respect to any Petroleum on the Real Property, irrespective of whether the Petroleum existed prior to or after delivery of the Quit Claim Deed.
- d. Any claim against Seller with respect to any Release of Petroleum on the Real Property, irrespective of whether the Release of Petroleum existed prior to or after delivery of the Quit Claim Deed.
- e. Any claim against Seller arising out of, relating to, or resulting from any Environmental Law or a violation of Environmental Law irrespective of whether the violation of Environmental Law occurred prior to or after delivery of the Quit Claim Deed.

**Section 18. SPLIT OF PARCEL.** The Real Property is part of a larger parcel. In order to record the Quit Claim Deed it will be necessary to split the Real Property from the larger parcel. Seller agrees, at its own expense, to process a Waiver of Plat application in order to obtain City Council approval of a split of the Real Property from the larger parcel. City shall file the application no later than November 14, 2008.

**Section 19. UNBUILDABLE NATURE OF THE REAL PROPERTY.** The Real Property is unbuildable due to its size. The Buyer acknowledges that the Real Property standing alone is unbuildable. It is the Buyer's intent to assemble the Real Property with adjoining land that the Buyer is purchasing and to apply to the City for a variance to locate a building on the combined tract. The combined tract is fractionally less than the one (1) acre minimum lot size requirement of the existing I-1 Zoning District and thus needs a variance in order to locate a building thereon.

Nothing contained in this Agreement shall be deemed to be a representation or agreement that the City Council will grant the variance which the Buyer will be seeking.

**Section 20. CONDITION PRECEDENT RELATING TO PURCHASE OF ADJOINING PROPERTY.** The Buyer is in the process of negotiating to purchase land lying to the north of the Real Property. The land lying north of the Real Property is owned by Alan Bebel (the Bebel Property). Buyer is unwilling to purchase the Real Property unless Buyer also has obtained a Purchase Agreement for the Bebel Property.

Seller and Buyer agree that Buyer has until December 1, 2008, to obtain a Purchase Agreement for the Bebel Property.

If Buyer does not obtain the Purchase Agreement for the Bebel Property by December 1,

2008, then Buyer by written notice to the Seller delivered on or before December 1, 2008, may terminate this Purchase Agreement for the Real Property and in such case the earnest money shall be returned to the Buyer. The Buyer shall also deliver to the Seller a Quit Claim Deed to evidence termination of the Purchase Agreement.

If Buyer, on or before December 1, 2008, does not deliver to the City a termination of this Purchase Agreement pursuant to this Section 20, then the closing shall occur on December 19, 2008, in the manner set forth in this Agreement.

**Section 21. COMPLIANCE WITH COMPREHENSIVE PLAN.** Minn. Stat. § 462.356, subd. 2, provides that the City of Inver Grove Heights may not dispose of land without the Planning Commission first reviewing the proposed disposition to determine that the disposition is in compliance with the City's Comprehensive Plan. The Planning Commission has not as yet had the opportunity to make this review. The Seller will submit this disposition to the Planning Commission for its review. If the Planning Commission does not find that the disposition is in compliance with the Comprehensive Plan, the Seller reserves the right to terminate this Agreement. If the Agreement is terminated, pursuant to this provision, the earnest money will be returned to the Buyer and the Buyer shall deliver a Quit Claim Deed to the Seller for the Real Property in order to evidence the termination.

The Seller will make this determination on or prior to December 1, 2008.

**Section 21. NOTICES.** Any notices hereunder shall be deemed sufficiently given by one party to the other if in writing and if and when delivered or tendered either in person or by depositing it in the United States mail in a sealed envelope, by certified mail, return receipt requested, with postage and postal charges prepaid, addressed as follows:

**If to SELLER:** City of Inver Grove Heights  
c/o City Administrator  
8150 Barbara Avenue  
Inver Grove Heights, MN 55077

**If to BUYER:** Inver Grove Storage, LLC  
Attn: Lawrence Koland, President  
9387 Tyne Lane  
Inver Grove Heights, MN 55077

or to such other address as the party addressed shall have previously designated by notice given in accordance with this Section. Notices shall be deemed to have been duly given on the date of service if served personally on the party to whom notice is to be given, or on the third day after mailing if mailed as provided above, provided, that a notice not given as above shall, if it is in writing, be deemed given if and when actually received by a party.

**Section 22. AMENDMENT AND WAIVER.** The parties hereto may by mutual written agreement amend this Agreement in any respect. Any party hereto may extend the time for the performance of any of the obligations of another, waive any inaccuracies in representations by

another contained in this Agreement or in any document delivered pursuant hereto which inaccuracies would otherwise constitute a breach of this Agreement, waive compliance by another with any of the covenants contained in this Agreement and performance of any obligations by the other or waive the fulfillment of any condition that is precedent to the performance by the party so waiving of any of its obligations under this Agreement. Any agreement on the part of any party for any such amendment, extension or waiver must be in writing. No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provisions, whether or not similar, nor shall any waiver constitute a continuing waiver.

**Section 23. MISCELLANEOUS.**

- a. The headings in this Agreement are for convenience only and are not part of this Agreement and do not in any way limit or amplify the terms and provisions hereof. It is understood and agreed that this Agreement has been made following negotiation by the parties and it is, therefore, not to be construed against any party because of draftsmanship.
- b. All modifications to this Agreement must be in writing and signed by the parties hereto.
- c. The parties hereto agree that all of their respective Representations and Warranties, wherever in this Agreement contained, shall survive the closing of this transaction and the delivery of consideration, and that all representations and warranties made herein and in any document delivered in connection herewith shall survive the delivery of the deed and the other Closing Document and shall not merge therein. Parties agree that the indemnification contained in Section 17 of this Agreement shall survive the Closing of this transaction and the delivery of consideration and that the indemnification contained in Section 17 of this Agreement shall survive the delivery of the deed and the other Closing Documents and shall not merge therein.
- d. This Agreement constitutes the entire understanding between the parties hereto with respect to the subject matter of this Agreement and supersedes all prior arrangements and understandings between the parties hereto.
- e. This Agreement may be executed simultaneously in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

**IN WITNESS WHEREOF**, the parties have hereto executed this Agreement the day and year first above written.

**SELLER:  
CITY OF INVER GROVE HEIGHTS**

By: \_\_\_\_\_  
George Tourville

ATTEST:

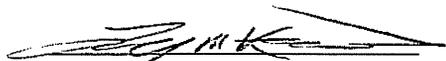
\_\_\_\_\_  
Melissa Rheaume

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 Rheaume 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.

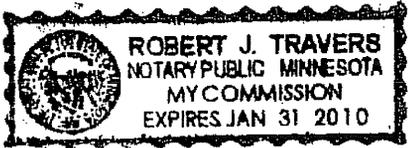
\_\_\_\_\_  
Notary Public

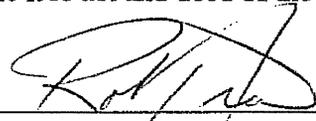
**BUYER:**  
**INVER GROVE STORAGE, LLC**

By:   
Lawrence Koland  
Its: President

STATE OF MINNESOTA    )  
                                  )    ss.  
COUNTY OF DAKOTA    )

On this 3<sup>rd</sup> day of November, 2008, before me a Notary Public within and for said County, personally appeared Lawrence Koland to me personally known, who being by me duly sworn, did say that he is the Chief Manager of Inver Grove Storage, LLC, a Minnesota limited liability company, the entity named in the foregoing instrument, and that said instrument was signed on behalf of said entity by authority of its Board of Governors and said Lawrence Koland acknowledged said instrument to be the free act and deed of the entity.



  
\_\_\_\_\_  
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) 451-183

**EXHIBIT A**  
**LEGAL DESCRIPTION OF REAL PROPERTY**

Real property in Dakota County, Minnesota, described as follows:

A "TRACT OF LAND" described as:

Commencing at the Northwest corner of Section 19, Township 27 North, Range 22 West, thence East along the north line of said Section 19, 439 feet to the easterly line of the right of way of the Jefferson Highway, thence southeasterly along the right of way of said Highway, 171.3 feet to a point marked by an iron pin, being the point of beginning, thence northeasterly at right angles to said Highway, 102.2 feet to a point marked by an iron pin, thence southeasterly 136 feet to a point marked by an iron pin, said pin being 181.5 feet south of the north line of Section 19 and 103.8 feet east of the easterly right of way line of Jefferson Highway, thence west 103.8 feet to the easterly right of way line of the Highway; thence northwesterly along the right of way line 66.6 feet to the point of beginning;

Excepting from said TRACT OF LAND the southwesterly 10.00 feet thereof. Said 10.00 feet being measured at right angles to and parallel with the southwesterly line of said TRACT OF LAND, said southwesterly line also being the northeasterly right of way line of State Trunk Highway No. 149. The sidelines of said 10.00 foot strip exception are to be shortened or lengthen as to terminate in the northwesterly and southerly lines of said TRACT OF LAND.

**EXHIBIT B**  
**ENVIRONMENTAL DEFINITIONS**

**Hazardous Substance.** Hazardous Substance means hazardous substance as defined by Minn. Stat. § 115B.02.

**Release.** Release means any spilling, leakage, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing into the environment of any Waste, Hazardous Substance, Petroleum or pollutant or contaminant as defined by 42 U.S.C. Section 9601.

**Petroleum.** Petroleum means any of the following:

- a.) gasoline
- b.) fuel oil
- c.) kerosene
- d.) any petroleum distillate
- e.) any petroleum residual
- f.) diesel fuel
- g.) oil
- h.) ethanol.

**Construction Debris.** Construction Debris means construction debris as defined by Minn. Stat. § 115A.03.

**Demolition Debris.** Demolition Debris means solid waste resulting from the demolition of buildings, roads, and other man-made structures including concrete, brick, bituminous concrete, untreated wood, masonry, glass, trees, rock, and plastic building parts.

**Industrial Solid Waste.** Industrial Solid Waste means industrial waste as defined by Minn. Stat. § 115A.03.

**Mixed Municipal Solid Waste.** Mixed Municipal Solid Waste means mixed municipal solid waste as defined by Minn. Stat. § 115A.03.

**Solid Waste.** Solid Waste means solid waste as defined by Minn. Stat. § 115A.03.

**Hazardous Waste.** Hazardous Waste means hazardous waste as defined by Minn. Stat. § 115B.02.

**Pollutants.** Pollutants means pollutants as defined by Minn. Stat. § 115B.02.

**Contaminants.** Contaminants means contaminants as defined by Minn. Stat. § 115B.02.

**Sewage Sludge.** Sewage Sludge means sewage sludge as defined by Minn. Stat. § 115A.03.

**Waste.** Waste means, jointly and severally, the following:

- a.) Hazardous Substances
- b.) Hazardous Waste
- c.) Pollutants
- d.) Contaminants
- e.) Construction Debris
- f.) Demolition Debris
- g.) Industrial Solid Waste
- h.) Mixed Municipal Solid Waste
- i.) Solid Waste.
- j.) Sewage Sludge.

**Environmental Laws.** "Environmental Laws" shall mean all federal laws and regulations that protect or regulate the environment, including, but not limited to, the Clean Air Act, 42 U.S.C. § 7401 et seq.; the Clean Water Act 33 U.S.C. § 1251 et seq., and the Water Quality Act of 1987; the Federal Insecticide Fungicide, and Rodenticide Act ("FIFRA"), 7 U.S.C. § 136 et seq., the Marine Protection Research, and Sanctuaries Act, 33 U.S.C. § 1401 et seq.; the National Environmental Policy Act, 42 U.S.C. § 4321 et seq.; the Noise Control Act, 42 U.S.C. § 4901 et seq.; the Occupational Safety and Health Act, 29 U.S.C. § 651 et seq.; the Resource Conservation and Recovery Act ("RCRA"), 42 U.S.C. § 6901 et seq. as amended by the Hazardous and Solid Waste Amendments of 1984; the Safe Drinking Water Act, 42 U.S.C. § 3001 et seq.; the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), 42 U.S.C. § 9601 et seq. as amended by the Superfund Amendments and Reauthorization Act, the Emergency Planning and Community Right-To-Know Act, and Radon Gas and Indoor Air Quality research Act; the Toxic Substances Control Act ("TSCA"), 15 U.S.C. § 2601 et seq.; the Atomic Energy Act, 42 U.S.C. § 2011 et seq., and the Nuclear Waste Policy Act of 1982, 42 U.S.C. § 2011 et seq., all as may be amended, with implementing regulations and guidelines.

Environmental Laws shall also include The Minnesota Environmental Response and Liability Act ("MERLA") and state, regional, county, municipal, and other local laws, regulations, and ordinances insofar as they are equivalent or similar to the federal laws recited above or purport to regulate Waste or Petroleum.

**EXHIBIT C**  
**INDEMNIFICATION AGREEMENT**

## INDEMNIFICATION AGREEMENT

**THIS INDEMNIFICATION AGREEMENT** (Agreement) is made, entered into and effective this \_\_\_\_ day of \_\_\_\_\_, 2008, by and between the **City of Inver Grove Heights**, a Minnesota municipal corporation (hereafter referred to as "City") and **Inver Grove Storage LLC**, a Minnesota limited liability company, (hereafter referred to as "Landowner"). Subject to the terms and conditions hereafter stated and based on the representations, warranties, covenants, agreements and recitals of the parties herein contained, the parties do hereby agree as follows:

### ARTICLE 1 DEFINITIONS

**1.1 Terms.** The following terms, unless elsewhere specifically defined herein, shall have the following meanings as set forth below.

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

**1.3 Landowner.** "Landowner" means Inver Grove Storage LLC, a Minnesota limited liability company, and its successors and assigns in interest with respect to the Subject Land.

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

### ARTICLE 2 RECITALS

**Recital No. 1.** On the date hereof, City has conveyed the Subject Land to the Landowner.

**Recital No. 2.** A condition of the transfer was that the Landowner and the City would enter into this Indemnification Agreement.

**Recital No. 3.** The Landowner hereby acknowledges good and sufficient consideration for entering into this Indemnification Agreement.

**ARTICLE 3**  
**INDEMNIFICATION**

**3.1 Indemnification.** For purposes of this Section 3.1, the following terms have the meanings set forth on Exhibit B to this Agreement.

<b>Hazardous Substance</b>	<b>Solid Waste</b>
<b>Release</b>	<b>Hazardous Waste</b>
<b>Petroleum</b>	<b>Pollutants</b>
<b>Construction Debris</b>	<b>Contaminants</b>
<b>Demolition Debris</b>	<b>Sewage Sludge</b>
<b>Industrial Solid Waste</b>	<b>Waste</b>
<b>Mixed Municipal Solid Waste</b>	<b>Environmental Loss</b>

From and after the date hereof, Landowner agrees to indemnify, defend and hold the City harmless against and in respect of any and all claims, demands, actions, suits, proceedings, losses, costs, expenses, obligations, liabilities, damages, recoveries, and deficiencies, including interest, penalties and reasonable attorneys' fees, that the City incurs or suffers, after the date hereof, which arise out of, result from or relate to:

- a. Any claim against the City with respect to any Waste on the Subject Land, irrespective of whether the Waste existed prior to or after the date hereof.
- b. Any claim against the City with respect to any Release of Waste on the Subject Land, irrespective of whether the Release of Waste existed prior to or after the date hereof.
- c. Any claim against the City with respect to any Petroleum on the Subject Land, irrespective of whether the Petroleum existed prior to or after the date hereof.
- d. Any claim against the City with respect to any Release of Petroleum on the Subject Land, irrespective of whether the Release of Petroleum existed prior to or after the date hereof.
- e. Any claim against the City arising out of, relating to, or resulting from any Environmental Law or a violation of Environmental Law, irrespective of whether the violation of Environmental Law occurred prior to or after the date hereof.

**ARTICLE 4**  
**MISCELLANEOUS**

4.1 **Binding Agreement.** The parties mutually recognize and agree that all terms and conditions of this recordable Agreement shall run with the Subject Land and shall be binding upon the parties and the successors and assigns of the parties. The parties also agree that this Agreement shall run with and be binding upon all after-acquired title of the Landowner with respect to the Subject Land.

4.2 **Amendment and Waiver.** The parties hereto may by mutual written agreement amend this Agreement in any respect. Any party hereto may extend the time for the performance of any of the obligations of another, waive any inaccuracies in representations by another contained in this Agreement or in any document delivered pursuant hereto which inaccuracies would otherwise constitute a breach of this Agreement, waive compliance by another with any of the covenants contained in this Agreement, waive performance of any obligations by the other or waive the fulfillment of any condition that is precedent to the performance by the party so waiving of any of its obligations under this Agreement. Any agreement on the part of any party for any such amendment, extension or waiver must be in writing. No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provisions, whether or not similar, nor shall any waiver constitute a continuing waiver.

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

4.4 **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.

**[the remainder of this page has been intentionally left blank]**

IN WITNESS WHEREOF, the Landowner and the City have executed this Agreement on the day and year first stated above.

**CITY OF INVER GROVE HEIGHTS**

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

ATTEST:

\_\_\_\_\_  
Melissa Rheume, 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 Rheume, 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

**LANDOWNER  
INVER GROVE STORAGE, LLC**

By: \_\_\_\_\_  
Lawrence Koland  
Its: President

STATE OF MINNESOTA    )  
  )        ss.  
COUNTY OF DAKOTA    )

On this \_\_\_\_ day of \_\_\_\_\_, 2008, before me a Notary Public within and for said County, personally appeared Lawrence Koland to me personally known, who being by me duly sworn, did say that he is the Chief Manager of Inver Grove Storage, LLC, a Minnesota limited liability company, the entity named in the foregoing instrument, and that said instrument was signed on behalf of said entity by authority of its Board of Governors and said Lawrence Koland acknowledged said instrument to be the free act and deed of the entity.

\_\_\_\_\_  
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) 451-183

**EXHIBIT A**  
**LEGAL DESCRIPTION OF REAL PROPERTY**

Real property in Dakota County, Minnesota, described as follows:

A "TRACT OF LAND" described as:

Commencing at the Northwest corner of Section 19, Township 27 North, Range 22 West, thence East along the north line of said Section 19, 439 feet to the easterly line of the right of way of the Jefferson Highway, thence southeasterly along the right of way of said Highway, 171.3 feet to a point marked by an iron pin, being the point of beginning, thence northeasterly at right angles to said Highway, 102.2 feet to a point marked by an iron pin, thence southeasterly 136 feet to a point marked by an iron pin, said pin being 181.5 feet south of the north line of Section 19 and 103.8 feet east of the easterly right of way line of Jefferson Highway, thence west 103.8 feet to the easterly right of way line of the Highway; thence northwesterly along the right of way line 66.6 feet to the point of beginning;

Excepting from said TRACT OF LAND the southwesterly 10.00 feet thereof. Said 10.00 feet being measured at right angles to and parallel with the southwesterly line of said TRACT OF LAND, said southwesterly line also being the northeasterly right of way line of State Trunk Highway No. 149. The sidelines of said 10.00 foot strip exception are to be shortened or lengthen as to terminate in the northwesterly and southerly lines of said TRACT OF LAND.

**EXHIBIT B**  
**ENVIRONMENTAL DEFINITIONS**

**Hazardous Substance.** Hazardous Substance means hazardous substance as defined by Minn. Stat. § 115B.02.

**Release.** Release means any spilling, leakage, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing into the environment of any Waste, Hazardous Substance, Petroleum or pollutant or contaminant as defined by 42 U.S.C. Section 9601.

**Petroleum.** Petroleum means any of the following:

- a.) gasoline
- b.) fuel oil
- c.) kerosene
- d.) any petroleum distillate
- e.) any petroleum residual
- f.) diesel fuel
- g.) oil
- h.) ethanol.

**Construction Debris.** Construction Debris means construction debris as defined by Minn. Stat. § 115A.03.

**Demolition Debris.** Demolition Debris means solid waste resulting from the demolition of buildings, roads, and other man-made structures including concrete, brick, bituminous concrete, untreated wood, masonry, glass, trees, rock, and plastic building parts.

**Industrial Solid Waste.** Industrial Solid Waste means industrial waste as defined by Minn. Stat. § 115A.03.

**Mixed Municipal Solid Waste.** Mixed Municipal Solid Waste means mixed municipal solid waste as defined by Minn. Stat. § 115A.03.

**Solid Waste.** Solid Waste means solid waste as defined by Minn. Stat. § 115A.03.

**Hazardous Waste.** Hazardous Waste means hazardous waste as defined by Minn. Stat. § 115B.02.

**Pollutants.** Pollutants means pollutants as defined by Minn. Stat. § 115B.02.

**Contaminants.** Contaminants means contaminants as defined by Minn. Stat. § 115B.02.

**Sewage Sludge.** Sewage Sludge means sewage sludge as defined by Minn. Stat. § 115A.03.

**Waste.** Waste means, jointly and severally, the following:

- a.) Hazardous Substances
- b.) Hazardous Waste
- c.) Pollutants
- d.) Contaminants
- e.) Construction Debris
- f.) Demolition Debris
- g.) Industrial Solid Waste
- h.) Mixed Municipal Solid Waste
- i.) Solid Waste.
- j.) Sewage Sludge.

**Environmental Laws.** "Environmental Laws" shall mean all federal laws and regulations that protect or regulate the environment, including, but not limited to, the Clean Air Act, 42 U.S.C. § 7401 et seq.; the Clean Water Act 33 U.S.C. § 1251 et seq., and the Water Quality Act of 1987; the Federal Insecticide Fungicide, and Rodenticide Act ("FIFRA"), 7 U.S.C. § 136 et seq., the Marine Protection Research, and Sanctuaries Act, 33 U.S.C. § 1401 et seq.; the National Environmental Policy Act, 42 U.S.C. § 4321 et seq.; the Noise Control Act, 42 U.S.C. § 4901 et seq.; the Occupational Safety and Health Act, 29 U.S.C. § 651 et seq.; the Resource Conservation and Recovery Act ("RCRA"), 42 U.S.C. § 6901 et seq. as amended by the Hazardous and Solid Waste Amendments of 1984; the Safe Drinking Water Act, 42 U.S.C. § 3001 et seq.; the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), 42 U.S.C. § 9601 et seq. as amended by the Superfund Amendments and Reauthorization Act, the Emergency Planning and Community Right-To-Know Act, and Radon Gas and Indoor Air Quality research Act; the Toxic Substances Control Act ("TSCA"), 15 U.S.C. § 2601 et seq.; the Atomic Energy Act, 42 U.S.C. § 2011 et seq., and the Nuclear Waste Policy Act of 1982, 42 U.S.C. § 2011 et seq., all as may be amended, with implementing regulations and guidelines.

Environmental Laws shall also include The Minnesota Environmental Response and Liability Act ("MERLA") and state, regional, county, municipal, and other local laws, regulations, and ordinances insofar as they are equivalent or similar to the federal laws recited above or purport to regulate Waste or Petroleum.

**RECOMMENDATION TO  
CITY OF INVER GROVE HEIGHTS**

**TO:** Mayor and City Council of Inver Grove Heights  
**FROM:** Planning Commission  
**DATE:** November 18, 2008  
**SUBJECT:** **CITY OF INVER GROVE HEIGHTS – CASE NO. 08-54WAV**

**Reading of Notice**

Commissioner Simon read the public hearing notice to consider the request for a waiver of plat for a one lot subdivision, and for a sale of a property to be in compliance with the comprehensive plan for the property located at 9032 Jefferson Trail. 3 notices were mailed.

**Presentation of Request**

Heather Botten, Associate Planner, explained the request as detailed in the report. She advised that the City is initiating an application for a waiver of plat to create a parcel from excess right-of-way to sell to a private individual and are requesting a review of the sale being in compliance with the Comprehensive Plan. The City intends to sell the entire parcel with the exception of approximately 700 square feet which is needed for permanent easement area for Trunk Highway 149 (Jefferson Trail). Ms. Botten advised that the property is currently zoned I-1, Limited Industry which requires a one acre minimum lot size and 100 foot minimum lot width. The subject parcel does not meet the minimum requirements and therefore language will be incorporated into the purchase agreement between the City and the buyer acknowledging that the property is unbuildable in its present state. Staff believes the sale of the property to a private individual would be in conformance with the Comprehensive Plan and is recommending approval of the request with the conditions listed in Alternative A.

Chair Bartholomew asked what was needed to make the lot buildable.

Ms. Botten advised that the lot was not buildable due to its size. The intent of the buyer is to combine the parcel with an abutting property.

Commissioner Wippermann asked why the City acquired more property than what was needed for the easement.

Ms. Botten replied that the City acquired the property as fee title rather than obtaining just the easements because the cost of the fee title versus the easements were about the same.

Commissioner Wippermann asked if the parcel had abandoned buildings on it, to which Ms. Botten replied in the affirmative and added the City subsequently demolished the home once the City acquired it.

**Opening of Public Hearing**

Alan Bebel, 3852 North Ridge Drive, Eagan, advised that the abandoned buildings had been removed and that the subject parcel was very small (2/10<sup>th</sup>s of an acre). He stated that he

owned the abutting property and had a potential buyer who wished to combine both properties.

**Planning Commission Recommendation**

Motion by Commissioner Wippermann, second by Commissioner Simon, to approve the request for a waiver of plat for a one lot subdivision, and affirm that the sale of the property is in compliance with the Comprehensive Plan, for the property located at 9032 Jefferson Trail.

Motion carried (9/0). This item goes to City Council on November 24, 2008.

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

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**REPORT DATE:** November 12, 2008

**CASE NO:** 08-54WAV

**HEARING DATE:** November 18, 2008

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

**REQUEST:** Waiver of Plat for a one lot subdivision  
Compliance with the Comprehensive Plan

**LOCATION:** 9032 Jefferson Trail

**COMPREHENSIVE PLAN:** LI, Light Industrial

**ZONING:** I-1, Limited Industry

**REVIEWING DIVISIONS:** Planning

**PREPARED BY:** Heather Botten  
Associate Planner



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**BACKGROUND**

The City is initiating an application for a waiver of plat to create a parcel from excess right-of-way to sell to a private individual. This property was originally acquired by the City from the Kowalke's in 2006 as part of the T.H. 149 reconstruction project. The City purchased the property for roadway purposes. The property is .22 acres in size or 9,583 square feet. The City intends to sell the entire parcel with the exception of approximately 701 square feet which the City needs for permanent easement area for T.H 149. Eventually, the easement area the City retains will be conveyed to the State. The City intends to enter into a purchase agreement between the City (seller) and a buyer for the remaining 8,882 square feet. In order to record the deed from the City to the buyer, a waiver of plat is required as the City is retaining 701 square feet for right-of-way purposes. In addition to the waiver of plat, the Planning Commission must review the sale of the property for compliance with the Comprehensive Plan (Minnesota Statute 462.356 subd. 2).

**EVALUATION OF THE REQUEST**

The following land uses, zoning district and comprehensive plan designation surround the subject property:

Bituminous Roadways and other industrial uses; Zoned I-1, Limited Industry; Guided LI, Light Industrial

Waiver of Plat. The property is currently zoned I-1, Limited Industry. The I-1 district requires a one acre minimum lot size and 100 feet minimum lot width. The waiver of plat consists of one lot,

less than one acre in size and about 75 feet wide, not meeting the minimum lot size and width standards. Language in the purchase agreement between the City and the buyer for the property acknowledges the property is unbuildable in its present state. The potential Buyer acknowledges that the property alone is unbuildable.

Compliance with the Comprehensive Plan. Minnesota Statute 462.356, subd. 2, provides that the City of Inver Grove Heights may not dispose of land without the Planning Commission first reviewing the proposed disposition to determine that the disposition is in compliance with the City's Comprehensive Plan. The property is guided as LI, Limited Industry as is the surrounding property. Any development proposed for the property will require review and approval by the City Council thus ensuring any project would be consistent with the goal of industrial development for the property. The City is retaining about 701 square feet needed for right-of-way. Staff believes the sale of the property to a private individual would be in conformance with the Comprehensive Plan.

## **ALTERNATIVES**

**A. Approval.** If the Planning Commission finds the request acceptable, the following actions should take place:

- Approval of the **Waiver of Plat** subject to the following conditions:
  1. The site shall be developed in substantial conformance with the plans on file with the Planning Department
  2. The property is subject to the terms and conditions of the Purchase Agreement dated November 10, 2008.
- Approval of the sale of the property being in **compliance with the Comprehensive Plan.**

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

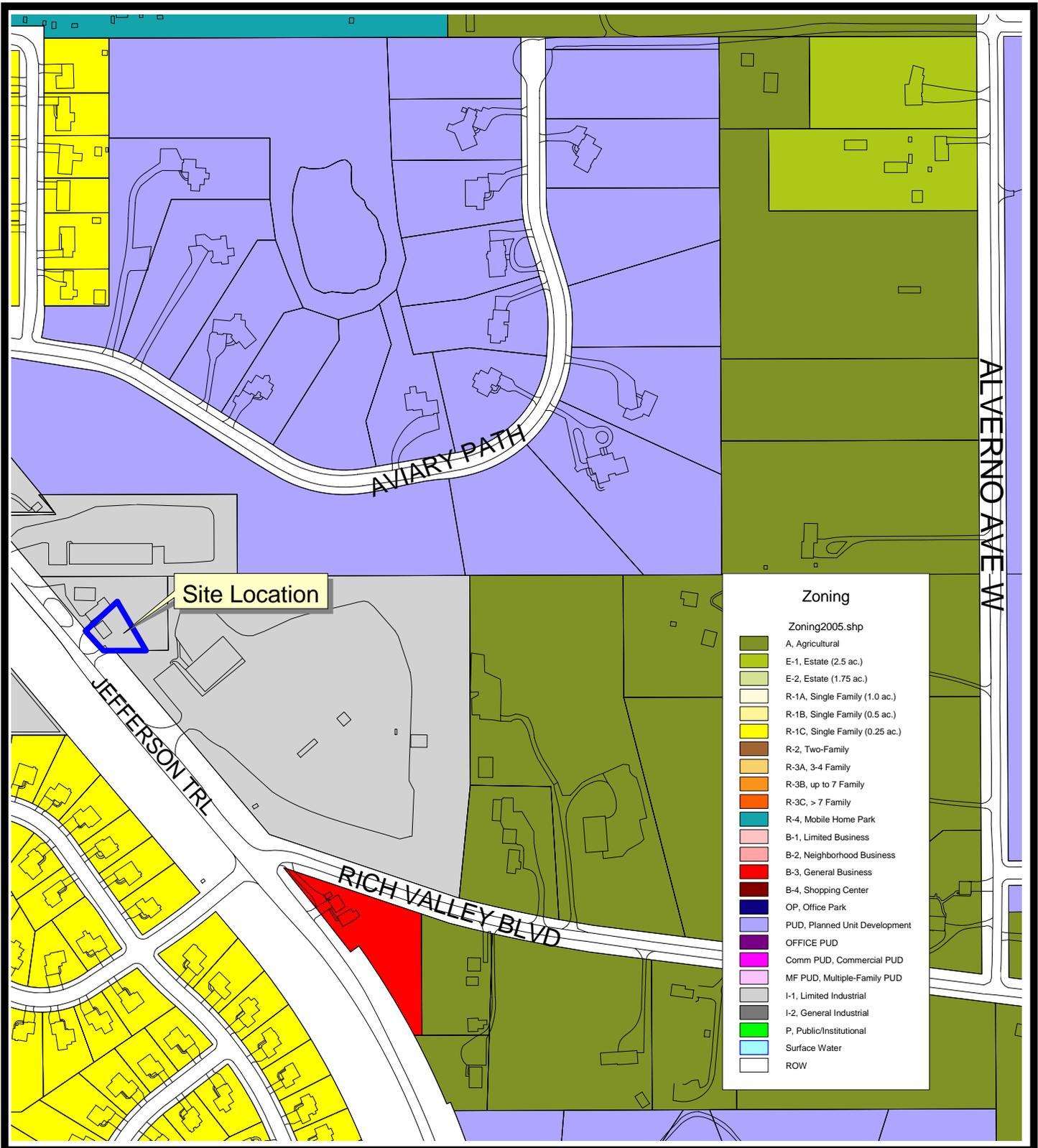
## **RECOMMENDATION**

Staff recommends approval of the request with the conditions listed in Alternative A.

Attachments: Exhibit A - Zoning and Location Map  
Exhibit B - Future Land Use Map  
Exhibit C - Right of Way Parcel Layout



# City of Inver Grove Heights Waiver of Plat



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



Map is not to scale

Exhibit A  
Zoning and Location Map



# City Waiver of Plat Case No. 08-54WAV

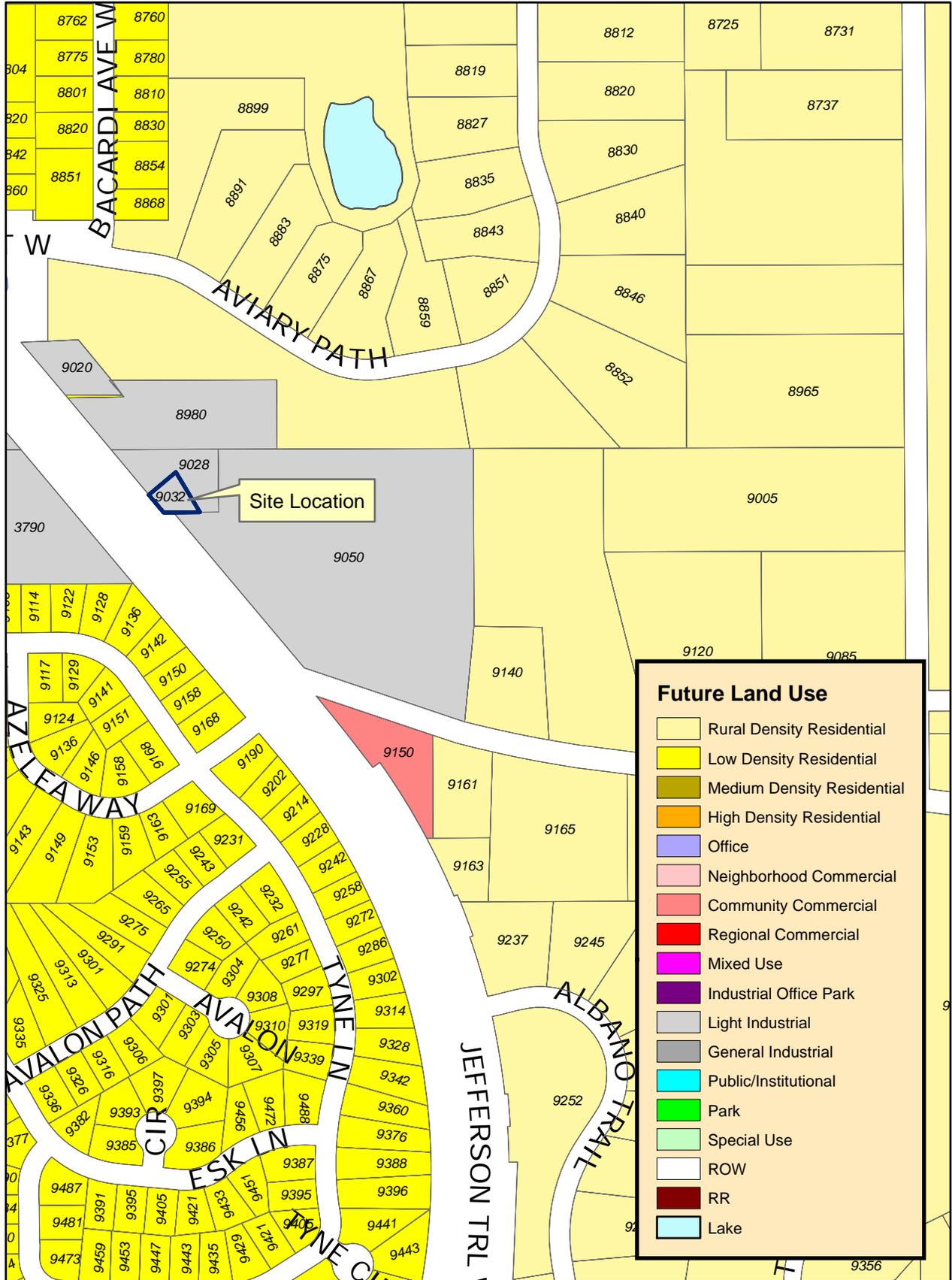


Exhibit B  
Future Land Use Map

Date 1/26/2007

# RIGHT OF WAY PARCEL LAYOUT



Sheet 2 of 2

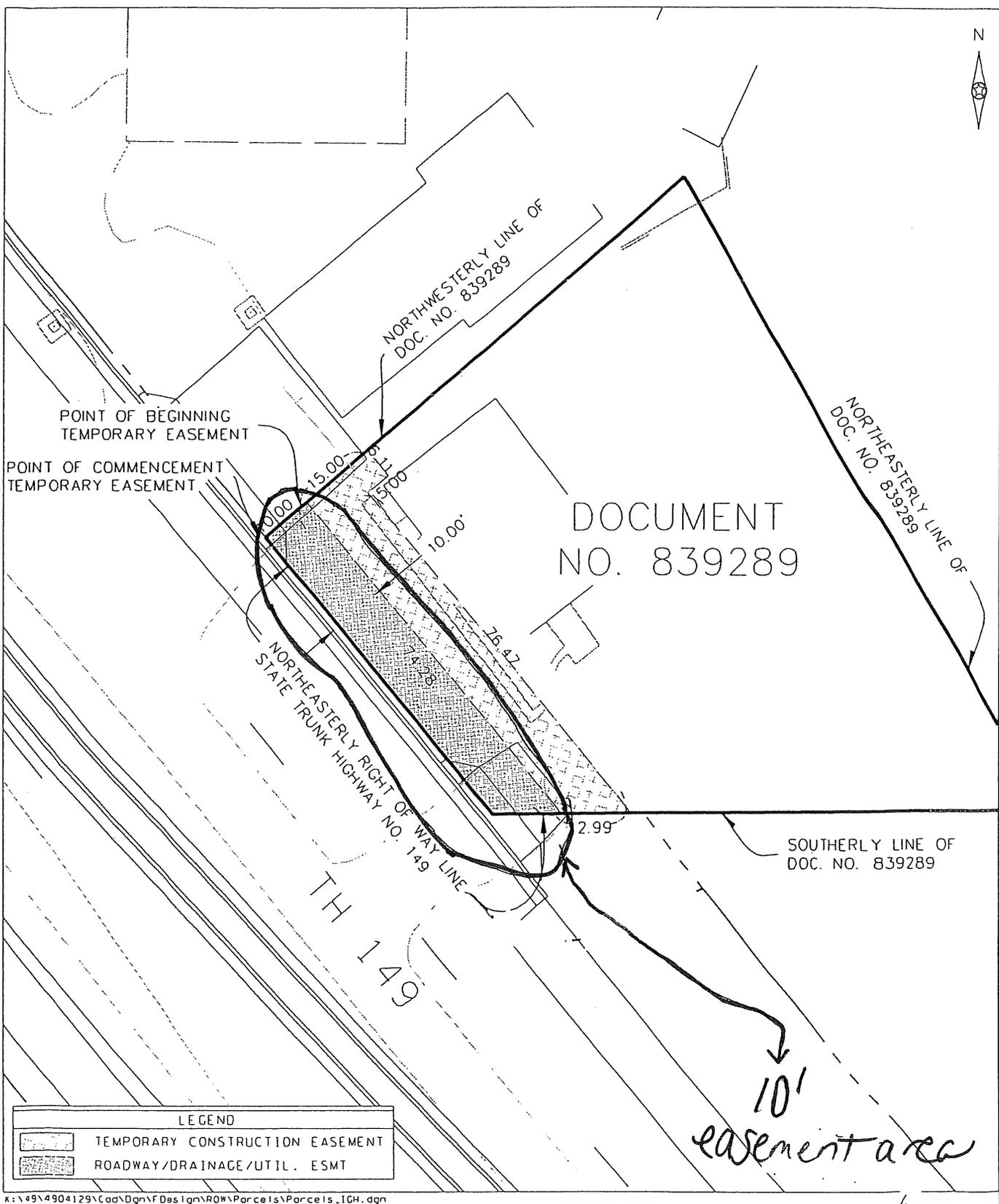
S.P. 1916-25 COUNTY DAKOTA

OWNER OTTO & FLORENCE KOWALKE

PARCEL NO. IGH-38

ADDRESS 9032 JEFFERSON TR. INVER GROVE HEIGHTS, MN 55077

Scale 1" = 25 ft.



LEGEND	
	TEMPORARY CONSTRUCTION EASEMENT
	ROADWAY/DRAINAGE/UTIL. ESMT

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

**Concord Neighborhood – CDA Redevelopment Planning Grant**

Meeting Date: November 24, 2008  
 Item Type: Regular  
 Contact: Thomas J. Link: 651-450-2546  
 Prepared by: Thomas J. Link, Director of  
 Community Development  
 Reviewed by:

*TJL*

<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 adoption of the Resolution Approving the Dakota County Community Development Agency Redevelopment Planning Grant Application for the Concord Boulevard Redevelopment Plan, as attached.

**SUMMARY**

The Concord Boulevard Neighborhood Plan, which was adopted in 1998, calls for significant commercial development along both sides of Concord Boulevard. Though this private development has not been realized, the neighborhood plan has lead to considerable public investment, including the City’s Heritage Village Park, the County’s Mississippi River Regional Trail, the County’s Concord Boulevard reconstruction, the Community Development Agency’s (CDA) acquisition of blighted properties on the 6300 block of Concord Boulevard, and recent discussions of the preservation of the historic Rock Island Swing Bridge.

The City Council has discussed the need to update this plan. As such, the update of the Concord Neighborhood Plan was recognized and discussed in the Inver Grove Heights 2030 Comprehensive Plan. The Comprehensive Plan changes the neighborhood’s land use designation from Commercial to Mixed Use, sets forth guiding principles for mixed use development, and includes the neighborhood plan update in the implementation action steps.

The CDA has established the Redevelopment Incentive Grant Program to assist the cities with redevelopment activities. That grant program includes planning grants up to \$15,000. Grant applications are due on December 1 of each year. The update of the Concord Neighborhood Plan is eligible for grant funding.

The City’s update of the Concord Neighborhood Plan is included in the City’s 2009 proposed budget. The plan update also meets the CDA grant program’s purposes and criteria. Therefore, staff recommends that the grant application, as attached, be submitted for funding under the CDA’s Redevelopment Incentive Grant Program.

TJL/kf

Enclosures: Resolution  
 Grant Application

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

**RESOLUTION APPROVING THE DAKOTA COUNTY COMMUNITY DEVELOPMENT  
AGENCY REDEVELOPMENT PLANNING GRANT APPLICATION FOR THE CONCORD  
BOULEVARD REDEVELOPMENT PLAN**

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

**WHEREAS**, the City of Inver Grove Heights has identified the need for a redevelopment plan for the Concord Boulevard Neighborhood; and

**WHEREAS**, the Concord Neighborhood redevelopment plan meets the Dakota County Community Development Agency (CDA) Redevelopment Planning Grant Program's purposes and criteria; and

**WHEREAS**, the City has the capability and capacity to ensure that the proposed project will be completed and administered within the grant program guidelines; and

**WHEREAS**, the City has the legal authority to apply for financial assistance; and

**WHEREAS**, the City is supportive of affordable housing and the CDA's mission, to improve the lives of Dakota County residents through affordable housing and community development.

**NOW, THEREFORE, BE IT RESOLVED** that the City of Inver Grove Heights hereby approves the application for funding from the Dakota County CDA Redevelopment Planning Grant Program;

**BE IT FURTHER RESOLVED**, that, upon approval of its application by the Dakota County CDA, Joe Lynch, the City Administrator, is hereby authorized to execute such agreements as are necessary to receive and use the funding for the proposed project.

Passed this \_\_\_\_\_ day of \_\_\_\_\_, 2008.

AYES:

NAYS:

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George Tourville, Mayor

ATTEST:

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Melissa Rheame, Deputy Clerk

## Redevelopment Planning Grant Application

### General Information

Planning Project Name: Concord Neighborhood Redevelopment Plan

Applicant City: Inver Grove Heights

Applicant Address: 8150 Barbara Avenue, Inver Grove Heights, MN 55077

Application/Project Contact: Thomas J. Link

Contact Email Address: tlink@ci.inver-grove-heights.mn.us

Phone Number: 651-450-2546 Fax Number: 651-450-2502

Authorized Official(s) for Execution of Contracts (name and title): Joe Lynch, City Administrator

How much funding are you requesting? \$15,000

### Project Site Information *(supply information if known)*

Site Address(es): A specific redevelopment site has not yet been identified but the proposed project, a neighborhood redevelopment plan, will identify specific redevelopment project sites

Acreage of Site: \_\_\_\_\_ Number of Parcels: \_\_\_\_\_

Is the site publicly or privately owned? \_\_\_\_\_

Current Site Owner(s): \_\_\_\_\_

Current Appraised or Assessed Value of the Site: \_\_\_\_\_

Projected appraised or Assessed Value of the Site after redevelopment: \_\_\_\_\_

*Attach the appraisal or assessor's current and projected values.*

After redevelopment is complete, will the site be publicly or privately owned? \_\_\_\_\_

Post-redevelopment Site Owner(s): \_\_\_\_\_

When has/will the acquisition be completed? \_\_\_\_\_

Legal Description of Site: *may be attached* \_\_\_\_\_

*Provide a location map, photos, and current site plan. Maps should include property boundaries, north arrow, and bar scale.*

*Attach a brief history of the site including previous uses, activities, prior or existing contamination, and other attempts at redevelopment.*

How many residential buildings are on site? \_\_\_\_\_ Commercial buildings? \_\_\_\_\_

How many residential buildings are vacant? \_\_\_\_\_ Commercial buildings? \_\_\_\_\_

## **Project Information**

Describe the city's goals and need for this project.

The goal is to prepare a neighborhood redevelopment plan which will provide guidance and direction for subsequent redevelopment activities. More specific objectives are:

- Use public improvements to leverage additional public and private investment in the neighborhood
- Identify mixed use development patterns that build on existing and new public infrastructure
- Increase economic growth in the neighborhood, including employment base, property values and tax base, and neighborhood goods and services
- Consider opportunities for affordable housing, market rate residential, and neighborhood commercial development, consistent with the existing neighborhood
- Maintain and improve existing housing stock and property values
- Create a more livable neighborhood

The project is necessary to implement the Comprehensive Plan which designates the Concord Neighborhood as Mixed Use (Single Family Residential, Multiple Family Residential, Neighborhood Commercial, and Public Park/Trails). More specifically, the Comprehensive Plan states that “the idea for mixed use along the Concord Boulevard Corridor is to encourage or facilitate redevelopment and reinvestment along the corridor in a way that helps traffic flow by controlling access, encourages and attracts the street frontage as a gateway corridor to the City, and allows flexibility in the use of lands along the corridor as business or residential uses”. The Comprehensive Plan also provides guiding principles for the Concord Boulevard Corridor and states that the 1998 Neighborhood Plan should be updated.

Describe the type and scope of the planning project.

The project is a redevelopment plan for the Concord Boulevard Neighborhood. The plan will identify specific properties for redevelopment, determine appropriate land use designations for those properties, develop guiding principles for development design, and identify implementation tools to encourage both public and private redevelopment. Public participation by the neighborhood will be critical to the preparation of the redevelopment plan.

What outcome or product will the planning project help identify?

The product is a redevelopment plan to direct and guide further public and private redevelopment, consistent with the Comprehensive Plan's goals and objectives as outlined above.

Describe how this planning project fits into the pre-redevelopment activities.

The proposed project is a logical outgrowth of previous public activities in the Concord Neighborhood. As explained in the attached history, the City commenced redevelopment activities in the mid-1990's with the adoption of the Concord Boulevard Neighborhood Plan in 1998. Subsequently, there has been public investment in planning and infrastructure construction for the Heritage Village Park, the Mississippi River Regional Trail, the reconstruction of Concord Boulevard, and the acquisition of blighted properties on the 6300 block of Concord Boulevard. Most recently, the Draft 2030 Inver Grove Heights Comprehensive Plan discusses the Concord Boulevard Neighborhood Plan and identifies the need to update the neighborhood plan.

Describe the redevelopment project, if established, for which this planning project is a component.

The redevelopment plan will identify the location and type of subsequent redevelopment projects. More specifically, it will identify locations, provide a general description of potential development projects, develop guiding design principles, and determine applicable implementation techniques.

Who will perform this planning project? City Staff and Planning Consultant

Describe all other funding sources.

Source of Funds	Amount	Committed	Pending
City General Fund	\$25,000	<input type="checkbox"/>	<input checked="" type="checkbox"/>
CDA Redevelopment Grant	\$15,000	<input type="checkbox"/>	<input checked="" type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>
Total:	\$40,000		

When is the planning project expected to be completed? 2009-2010

## **HISTORY**

The City commenced redevelopment of the Concord Boulevard Neighborhood in the mid-1990's when it prepared and adopted the "Concord Boulevard Neighborhood Plan". This plan set the stage for considerable public improvements in the neighborhood. The City developed a master plan for the Heritage Village Park, a community riverfront park of approximately 80 acres. The City subsequently purchased the abandoned Chicago Rock Island Pacific (CRIP) railroad maintenance yard and is continuing to acquire residential and commercial properties along Doffing Avenue. Inver Grove Heights has performed a series of environmental investigations on the railroad and Doffing Avenue properties and is undertaking activities to remediate groundwater and soil contamination. Development of the park has also commenced with filling and grading operations.

The County has been heavily involved in the Concord Neighborhood. The Concord Boulevard roadway is being reconstructed with completion scheduled in 2010. Dakota County has also prepared plans and will be constructing the Mississippi River Regional Trail through the neighborhood in 2009. Most recently, the County, along with other governmental entities, is considering the acquisition and preservation of the historic Rock Island Swing Bridge, adjacent to the Heritage Village Park and the Mississippi River Regional Trail.

The Dakota County Community Development Agency (CDA) has provided significant funds and administrative assistance through the Community Development Block Grant Program. In addition, the CDA has acquired several blighted properties on the 6300 block of Concord Boulevard.

The 2030 Inver Grove Heights Comprehensive Plan (preliminarily adopted in mid-November) discusses the need for further activity in the Concord Boulevard Neighborhood. It identifies the neighborhood as an appropriate area for mixed use of residential and commercial and includes guiding principles for subsequent redevelopment. The Implementation chapter of the Comprehensive Plan states that the City will update the 1998 Concord Boulevard Neighborhood Plan to further redevelopment activities in the neighborhood.

**CITY OF INVER GROVE HEIGHTS**

**REQUEST FOR COUNCIL ACTION**

**Call for the Sale of Bonds**

Meeting Date: November 24, 2008  
 Item Type: Regular Business  
 Contact: Ann Lanoue 651.450.2517  
 Prepared by: Ann Lanoue, Finance Director  
 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**

Approve resolutions calling for the sale of \$6,000,000 G. O. Improvement Bonds, Series, 2008A and \$520,000 G.O. Equipment Certificates, Series 2008B.

**SUMMARY**

We have been working with Steve Apfelbacher and Jonathan North of Ehlers and Associates, on our bonding needs for 2008. We are proposing the issuance and sale of two issues:

1. \$6,000,000 General Obligation Improvement Bonds, Series, 2008A, which will be used to finance the cost of three construction projects: 2003-03, Southern Sanitary Sewer System; 2008-11, East Segment of Southern Sanitary Sewer; and 2008-09D, Urban Street Reconstruction in the South Grove area.
2. \$520,000 General Obligation Equipment Certificates, Series 2008B, which will be used to finance the purchase of equipment as approved with the 2008 Budget.

These bonds will be sold on December 8, 2008 and will be dated December 20, 2008. Details on these bond issues are on the attached pre-sale reports prepared by Ehlers and Associates. Also attached are the resolutions calling for the sale of each bond issue. The City's current bond rating is AA3 which we expect Moody's to confirm.

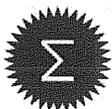
I recommend approval of the attached resolutions authorizing the sale of the bonds.



**CITY OF INVER GROVE HEIGHTS, MINNESOTA  
PRE-SALE REPORT  
NOVEMBER 24, 2008**

- Proposed Issue:** \$6,000,000 General Obligation Improvement Bonds, Series 2008A
- Purpose:** The bonds will finance two sanitary sewer projects and the South Grove Urban Reconstruction street project ordered by the Council.
- Rating:** The Bonds are expected to be rated "Aa3" by Moody's Investor Services.
- Term/Call Feature:** Principal on the Bonds will be due on February 1 in the years 2010 through 2020. Bonds maturing February 1, 2017, and thereafter will be subject to prepayment at the discretion of the City on February 1, 2016.
- Funding Sources:** It is estimated that 99% of the annual debt service will be paid with special assessments. The remainder will be paid with a debt levy of approximately \$6,000 per year collected from 2010 through 2019. The Bonds are general obligations of the City and as such are secured by a pledge of the City's full faith, credit, and taxing powers.
- Discussion Issues:** The Bonds are being issued pursuant to Minnesota Statutes, Chapter 429. State law requires a minimum of 20% of the total project costs be assessed against benefiting properties. The City expects to assess approximately 100% of the project costs.
- Bank Qualified:** Because the City expects to issue less than \$10,000,000 in tax-exempt bonds this year, the Bonds will be "qualified tax-exempt obligations", or bank qualified, which will allow them to carry a slightly lower interest rate.

**Schedule:**



Prepared by Ehlers & Associates, Inc.

Call for Bond Sale: November 24, 2008  
Distribute Official Statement: Week of November 24, 2008  
Conference with Rating Agency: December 2, 2008  
Bond Sale: December 8, 2008  
Estimated Closing Date: December 30, 2008

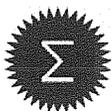
**Attachments:**

Resolution authorizing Ehlers to proceed with Bond Sale  
Preliminary Debt Service and Assessment Schedule  
Graph of interest rates

**Ehlers Contacts:**

Financial Advisors: Steve Apfelbacher (651) 697-8510  
Jon North (651) 697-8545  
Bond Analysts: Diana Lockard (651) 697-8534  
Debbie Holmes (651) 697-8536  
Bond Sale Coordinator: Connie Kuck (651) 697-8527

*The Official Statement for this financing will be mailed to the Council Members at their home address for review prior to the sale date.*



Resolution No.

Council Member \_\_\_\_\_ introduced the following resolution and moved its adoption:

**Resolution Providing for the Sale of  
\$6,000,000 General Obligation Bonds, Series 2008A**

- A. WHEREAS, the City Council of the City of Inver Grove Heights, Minnesota (the "City"), has heretofore determined that it is necessary and expedient to issue the City's \$6,000,000 General Obligation Bonds, Series 2008A (the "Bonds"), to finance public improvements; and
- B. WHEREAS, the City has retained Ehlers & Associates, Inc., in Roseville, Minnesota ("Ehlers"), as its independent financial advisor for the Bonds and is therefore authorized to solicit proposals in accordance with Minnesota Statutes, Section 475.60, Subdivision 2(9);

NOW, THEREFORE, BE IT RESOLVED by the City Council of Inver Grove Heights, Minnesota, as follows:

1. Authorization; Findings. The City Council hereby authorizes Ehlers to solicit proposals for the sale of the Bonds.
2. Meeting; Proposal Opening. The City Council shall meet at 7:30 p.m. on December 8, 2008 for the purpose of considering proposals for and awarding the sale of the Bonds.
3. Official Statement. In connection with said sale, the officers or employees of the City are hereby authorized to cooperate with Ehlers and participate in the preparation of an official statement for the Bonds and to execute and deliver it on behalf of the City upon its completion.

The motion for the adoption of the foregoing resolution was duly seconded by Council Member \_\_\_\_\_ and, after full discussion thereof and upon a vote being taken thereon, the following Council Members voted in favor thereof:

and the following voted against the same:

Whereupon said resolution was declared duly passed and adopted.

Dated this 24th day of November, 2008

\_\_\_\_\_  
City Clerk

Prepared by Ehlers & Associates

**City of Inver Grove Heights, MN**  
**Proposed G.O. Bonds, Series 2008**  
**Issue Summary**

**Bond Information**

Dated Date	12/30/2008
1st Interest Pymt	8/1/2009
1st Principal Pymt	2/1/2010
Average Coupon	4.5171%
TIC	4.7262%

**Proposed G.O. Bonds, Series 2008**

Par Amount of Bonds	6,000,000
Estimated Interest Earnings - Construction Fund	4,000
Prepays year 1	-
<b>Total Sources</b>	<b>6,004,000</b>
Total Underwriter's Discount (1.200%)	72,000
Costs of Issuance	44,000
Deposit to Capitalized Interest Fund	-
Deposit to Project Construction Fund	5,887,105
Rounding Amount	895
<b>Total Uses</b>	<b>6,004,000</b>

**Assessment Revenue**

<b>Projects 1-3</b>	
Assessment Amount	5,887,105
Prepays year 1	-
<b>Total Assessment Amt</b>	<b>5,887,105</b>
Prepays year 2	-
Prepays year 3	-
Rate	Various
Start Year (Collection)	2009 & 2010
Term	10
Calculation Method	Equal Prin

Levy Year	Collect Year	Payment Date	Principal	Rate	Interest	Cap Interest	Net P & I	P & I +5.00%	Principal	Interest	Total Asmnt	Total Revenue	City Levy
2007	2008	12/30/2008											
2008	2009	2/1/2010	70,000	3.20%	279,126	-	349,126	366,583	(226,810)	(141,756)	(368,566)	(368,566)	(1,984)
2009	2010	2/1/2011	665,000	3.55%	255,415		920,415	966,436	(588,711)	(371,863)	(960,574)	(960,574)	5,862
2010	2011	2/1/2012	650,000	3.75%	231,808		881,808	925,898	(588,711)	(333,260)	(921,970)	(921,970)	3,928
2011	2012	2/1/2013	640,000	3.95%	207,433		847,433	889,804	(588,711)	(294,656)	(883,366)	(883,366)	6,438
2012	2013	2/1/2014	630,000	4.10%	182,153		812,153	852,760	(588,711)	(256,052)	(844,762)	(844,762)	7,998
2013	2014	2/1/2015	620,000	4.25%	156,323		776,323	815,139	(588,711)	(217,448)	(806,158)	(806,158)	8,980
2014	2015	2/1/2016	610,000	4.40%	129,973		739,973	776,971	(588,711)	(178,844)	(767,554)	(767,554)	9,417
2015	2016	2/1/2017	595,000	4.65%	103,133		698,133	733,039	(588,711)	(140,240)	(728,951)	(728,951)	4,089
2016	2017	2/1/2018	590,000	4.85%	75,465		665,465	698,738	(588,711)	(101,636)	(690,347)	(690,347)	8,392
2017	2018	2/1/2019	580,000	5.00%	46,850		626,850	658,193	(588,711)	(63,032)	(651,743)	(651,743)	6,450
2018	2019	2/1/2020	350,000	5.10%	17,850		367,850	386,243	(361,901)	(24,428)	(386,329)	(386,329)	(86)
			6,000,000		1,685,526	-	7,685,526	8,069,803	(5,887,105)	(2,123,215)	(8,010,320)	(8,010,320)	59,483



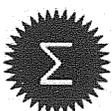


**CITY OF INVER GROVE HEIGHTS, MINNESOTA  
PRE-SALE REPORT  
NOVEMBER 24, 2008**

- Proposed Issue:** \$520,000 General Obligation Equipment Certificates, Series 2008B
- Purpose:** Purchase City vehicles and equipment
- Term/Call Feature:** The bonds will have annual scheduled principal payment through 2/1/2013. Because the term is just three years, the bonds will not be callable.
- Rating:** The Bonds are expected to be rated "Aa3" by Moody's Investor Services.
- Funding Sources:** Tax levy
- Discussion Issues:** The bond proceeds will reimburse the City for equipment that has been purchased in 2008, and allow the City to spread the cost over five years. The useful life of the equipment exceeds the term of the bonds.
- Bank Qualified:** Because the City expects to issue less than \$10,000,000 in tax-exempt bonds this year, the Bonds will be "qualified tax-exempt obligations", or bank qualified, which will allow them to carry a slightly lower interest rate.

**Schedule:**

- |                                   |                              |
|-----------------------------------|------------------------------|
| Call for Bond Sale:               | November 24, 2008            |
| Distribute Official Statement:    | Week of November 24,<br>2008 |
| Conference with Rating<br>Agency: | December 2, 2008             |
| Bond Sale:                        | December 8, 2008             |
| Estimated Closing Date:           | December 30, 2008            |



**Attachments:**

Resolution Calling the Sale  
Proposed debt service schedule

**Ehlers Contacts:**

Financial Advisor(s): Steve Apfelbacher (651) 697-8510  
Jon North (651) 697-8545

Bond Analysts: Diana Lockhard (651) 697-8534  
Debbie Holmes (651) 697-8536

Bond Sale Coordinator: Connie Kuck (651) 697-8527

*The Official Statement for this financing will be mailed to the Council Members at their home address for review prior to the sale date.*



Resolution No.

Council Member \_\_\_\_\_ introduced the following resolution and moved its adoption:

**Resolution Providing for the Sale of  
\$520,000 General Obligation Equipment Certificates, Series 2008B**

- A. WHEREAS, the City Council of the City of Inver Grove Heights, Minnesota, has heretofore determined that it is necessary and expedient to issue the City's \$520,000 General Obligation Equipment Certificates, Series 2008B (the "Certificates"), to finance the purchase of various equipment for the City; and
- B. WHEREAS, the City has retained Ehlers & Associates, Inc., in Roseville, Minnesota ("Ehlers"), as its independent financial advisor for the Certificates and is therefore authorized to solicit proposals in accordance with Minnesota Statutes, Section 475.60, Subdivision 2(9);

NOW, THEREFORE, BE IT RESOLVED by the City Council of City of Inver Grove Heights, Minnesota, as follows:

1. Authorization; Findings. The City Council hereby authorizes Ehlers to solicit proposals for the sale of the Certificates.
2. Meeting; Proposal Opening. The City Council shall meet at 7:30 PM on December 8, 2008 for the purpose of considering sealed proposals for and awarding the sale of the Certificates.
3. Official Statement. In connection with said sale, the officers or employees of the City are hereby authorized to cooperate with Ehlers and participate in the preparation of an official statement for the Certificates and to execute and deliver it on behalf of the City upon its completion.

The motion for the adoption of the foregoing resolution was duly seconded by Council Member \_\_\_\_\_ and, after full discussion thereof and upon a vote being taken thereon, the following Council Members voted in favor thereof:

and the following voted against the same:

Whereupon said resolution was declared duly passed and adopted.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2008

\_\_\_\_\_ City Clerk

## Inver Grove Heights, MN

\$520,000 G.O. Equipment Certificates, Series 2008

## Sources & Uses

Dated 12/30/2008 | Delivered 12/30/2008

### Sources Of Funds

Par Amount of Bonds	\$520,000.00
<b>Total Sources</b>	<b>\$520,000.00</b>

### Uses Of Funds

Total Underwriter's Discount (0.650%)	3,380.00
Costs of Issuance	9,500.00
Deposit to Project Construction Fund	506,339.00
Rounding Amount	781.00
<b>Total Uses</b>	<b>\$520,000.00</b>

## Inver Grove Heights, MN

\$520,000 G.O. Equipment Certificates, Series 2008

### Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+i	Fiscal Total
12/30/2008	-	-	-	-	-
02/01/2009	140,000.00	3.000%	1,531.27	141,531.27	141,531.27
08/01/2009	-	-	6,791.25	6,791.25	-
02/01/2010	125,000.00	3.200%	6,791.25	131,791.25	138,582.50
08/01/2010	-	-	4,791.25	4,791.25	-
02/01/2011	80,000.00	3.550%	4,791.25	84,791.25	89,582.50
08/01/2011	-	-	3,371.25	3,371.25	-
02/01/2012	85,000.00	3.750%	3,371.25	88,371.25	91,742.50
08/01/2012	-	-	1,777.50	1,777.50	-
02/01/2013	90,000.00	3.950%	1,777.50	91,777.50	93,555.00
<b>Total</b>	<b>\$520,000.00</b>	<b>-</b>	<b>\$34,993.77</b>	<b>\$554,993.77</b>	<b>-</b>

#### Yield Statistics

Bond Year Dollars	\$944.78
Average Life	1.817 Years
Average Coupon	3.7039154%
Net Interest Cost (NIC)	4.0616715%
True Interest Cost (TIC)	4.0828770%
Bond Yield for Arbitrage Purposes	3.6998620%
All Inclusive Cost (AIC)	5.1861874%

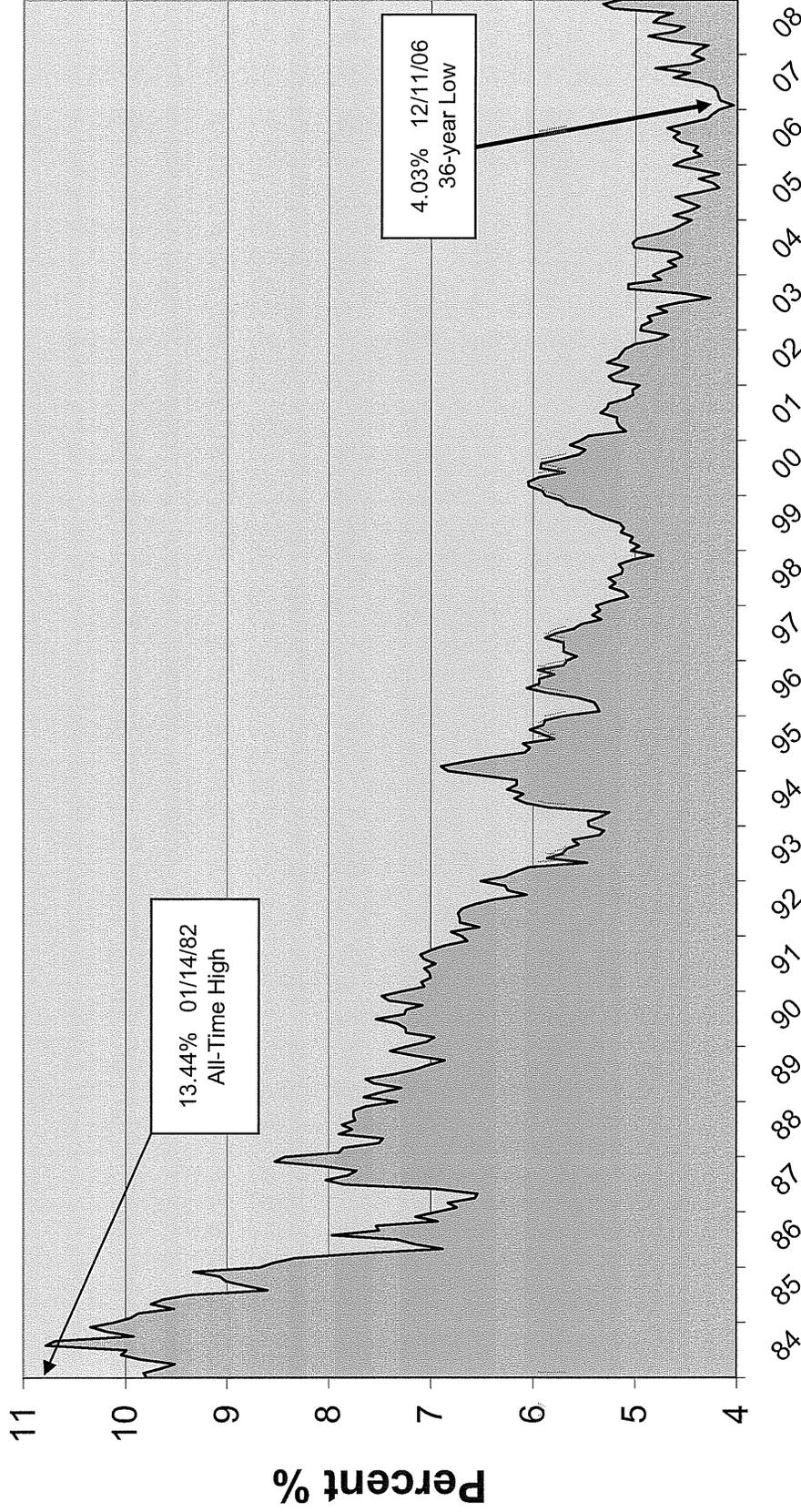
#### IRS Form 8038

Net Interest Cost	3.7039154%
Weighted Average Maturity	1.817 Years

# TWENTY-FIVE YEAR BOND BUYER INDEX



**EHLERS**  
& ASSOCIATES INC.



**1983 - 2008**

■ November 2008 Bond Buyer Index 5.14%

**CITY OF INVER GROVE HEIGHTS**

**REQUEST FOR COUNCIL ACTION**

Consider Contractor for Flood Plain Forest

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Meeting Date: November 24, 2008  
 Item Type: Regular Agenda  
 Contact: Eric Carlson – 651.450.2587  
 Prepared by: Eric Carlson  
 Reviewed by: Mark Borgwardt

**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**

Authorize additional funding and hiring Carl Bolander and Sons to perform clean up of approximately a 70' x 700' area located in Heritage Village Park for a lump sum not to exceed \$10,000. The project would be funded by the Park Development and Acquisition Fund (Fund 402) City Project 2005-07.

**SUMMARY**

At the November 8<sup>th</sup> Council Work Session, the Council was updated on work being performed at Heritage Village Park. One of the items that needed further investigation was how the City was going to clean up an approximately 70' x 700' area in the flood plain forest portion of the park which has concrete, railroad ties, and general household garbage scattered about.

Staff asked Braun Intertec to review the area and they have concluded that there is no obvious concern about harmful contamination in the area. They advise that the City should be able:

- Remove the concrete and have it recycled
- Remove the railroad ties and have them properly disposed of
- Remove the general household garbage and have it properly disposed of in a landfill

Braun Intertec has indicated that should our clean up uncover any suspicious items, we could then re-evaluate the situation and act accordingly. If any suspicious items are uncovered, we would halt operations until Braun Intertec can evaluate the situation and provide the City with the correct guidance.

Once cleaned up, staff expects to cover the area with a similar volume of clean fill as was removed and seed and blanket the area. In addition, staff plans to plant new trees in the area to help re-establish the flood plain forest.

Because it is difficult to determine the volume of material that will be excavated, we received unit pricing from two local contractors. Carl Bolander is willing to clean up the area for a lump sum number of \$10,000. Scherff Inc. was not comfortable giving a lump sum quote.

	<b>Scherff Inc.</b>	<b>Carl Bolander &amp; Sons</b>
Stockpile Stumps	\$25 each	\$3,600 lump sum
Remove furniture\mattresses	\$288 per ton	\$250 per ton
Remove tires	\$288 per ton	\$10 per tire
Remove railroad ties	\$215 per ton	\$250 per ton
Remove bituminous\concrete	\$83 per cubic yard	\$20 per cubic yard
Remove household garbage	\$23 per ton	\$25 per ton
Backhoe for exploration if necessary	\$180 per hour	\$160 per hour

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

**Resolutions Establishing Utility Rates for 2009**

Meeting Date: November 24, 2008  
 Item Type: Regular  
 Contact: Scott D. Thureen, 651.450.2571  
 Prepared by: Scott D. Thureen, Public Works Dir.  
 Reviewed by: N/A *SDT*

- 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 two separate resolutions establishing water and sanitary sewer rates for 2009.

**SUMMARY**

For the past several years, the City has adjusted water and sanitary sewer rates based upon recommendations from our financial consultant, Ehlers and Associates. Those rate adjustments have been 2.5% for water and 3.5% for sanitary sewer. Public Works is recommending that the same increases be implemented in 2009 based upon our consultant's recommendation and based upon the fact that the sanitary sewer rates being charged to the City by MCES are being raised by 3.4% for next year. We therefore recommend passage of the two resolutions adjusting utility rates in 2009, with water rates going up 2.5% and sanitary sewer rates going up 3.5%.

SDT/kf  
 Attachments: Resolutions

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

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

**RESOLUTION ESTABLISHING SANITARY SEWER UTILITY RATES  
EFFECTIVE JANUARY 1, 2009**

**WHEREAS**, Chapter 710.27 of the City Code states that the City Council shall determine sewer rates by resolution.

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

Sewer utility usage rates, commencing January 1, 2009, for monthly and quarterly billings are established as follows:

Single Family Dwelling

The first 6,000 gallons or less .....\$23.54 per quarter  
All over 6,000 gallons .....\$2.97 per 1,000 gal.

The minimum charge per quarter shall be \$23.54

Multi-Family/Mobile Homes

The first 2,000 gallons or less .....\$7.85 per unit/per month  
All over 2,000 gallons .....\$2.97 per 1,000 gal.

The minimum charge per unit per month shall be \$7.85

Commercial/Institutional/Industrial

The first 2,000 gallons or less .....\$7.85 per month  
All over 2,000 gallons .....\$2.97 per 1,000 gal.

The minimum charge per month shall be \$7.85

Adopted this 24<sup>th</sup> day of November 2008 by the City Council of Inver Grove Heights.

AYES:

NAYS:

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

ATTEST:

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

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

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

**RESOLUTION ESTABLISHING WATER UTILITY RATES  
EFFECTIVE JANUARY 1, 2009**

**WHEREAS**, Chapter 705.49 of the City Code states that the City Council shall determine water rates by resolution.

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

Water utility usage rates commencing January 1, 2009, for monthly and quarterly billings are established as follows:

Single Family Dwelling

The first 6,000 gallons or less .....\$18.76 per quarter  
6,001 - 20,000 gallons .....\$2.17 per 1,000  
20,001 - 40,000 gallons .....\$2.51 per 1,000  
40,001 and more gallons .....\$2.71 per 1,000

The minimum charge per quarter shall be \$18.76

Multi-Family/Mobile Homes

The first 2,000 gallons or less .....\$6.26 per unit/per month  
2,001 - 7,000 gallons .....\$2.17 per 1,000  
7,001 - 13,000 gallons .....\$2.51 per 1,000  
13,001 and more gallons .....\$2.71 per 1,000

The minimum charge per unit per month shall be \$6.26

Commercial/Institutional/Industrial

The first 2,000 gallons or less .....\$6.26 per month  
2,001 - 7,000 gallons .....\$2.17 per 1,000  
7,001 - 13,000 gallons .....\$2.51 per 1,000  
13,001 and more gallons .....\$2.71 per 1,000

The minimum charge per month shall be \$6.26

Special Senior Rates

0 - 6,000 gallons per quarter.....\$9.20 per quarter  
6,001 and more gallons .....Same as applicable rate above

Adopted this 24<sup>th</sup> day of November 2008 by the City Council of Inver Grove Heights.

AYES:  
NAYS:

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

ATTEST:

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

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

**Resolution Authorizing Staff to Enter the 2009 Fuel Consortium Purchase Program as Managed by the State of Minnesota**

Meeting Date: November 24, 2008  
 Item Type: Regular  
 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: Amount included in proposed 2009 Budget

**PURPOSE/ACTION REQUESTED**

Consider Resolution Authorizing Staff to Enter the 2009 Fuel Consortium Purchase Program as Managed by the State of Minnesota.

**SUMMARY**

This past summer, in response to the dramatic increase in fuel prices, the cities of Minneapolis and St. Paul initiated a discussion among cities and counties in the Metro area to gauge interest in a group purchase of fuel. After a series of meetings, the State of Minnesota offered to take the lead on the solicitation of a fixed-price fuel contract for 2009. Interested entities must notify the State by November 25, 2008, if they desire to be included in the program for 2009.

The contract requires the City to take delivery of a set amount of fuel each month. We provide that quantity in our application. We would request 80 percent of an annual usage over the past two years. If we need more, we can purchase it under the Spot Price Program. If we cancel a scheduled delivery or reduce the quantity, we pay for the full quantity if the vendor cannot find another purchaser for the product at that price. If the product is resold at a lower price, we pay the difference to reach the contract price. If it is resold for a higher price, we get a credit for the difference between the contract price and the sale price.

While this might offer some cost savings, it is viewed mainly as a budgetary tool that provides some assurance of what annual costs for fuel will be, assuming a given volume of usage. In 2008, we estimate that fuel costs will exceed the budgeted amount by 25 to 30 percent. I recommend that the Council approve the resolution authorizing staff to enter into a contract to join the 2009 Fuel Consortium Purchase Program.

SDT/kf

- Attachments: Minutes from October 16, 2008 meeting  
 October 28, 2008 memo from State of Minnesota, with program application forms  
 Tables showing recent monthly fuel usage and proposed contract order quantities  
 Resolution

**Key points from Fuel Contract Consortium Meeting at St. Paul Public Works on  
Thursday, October 16, 2008**

- The State of Minnesota offered to take the lead on the solicitation of the Fuel Contract.
- The initial fixed price contract will be for the 7 or 9 county metro area only, the outstate agencies may use the spot price contract.
- Contracts will be issued for diesel fuel, unleaded gasoline, and E85.
- The contracts will be State contracts that will abide by State rules with special provisions that will basically mirror what the Cities of St. Paul and Minneapolis have been doing for the past several years.
- Any Cooperative Purchasing Vendor member may use the fuel contract.
- Agencies should consider the fuel contract a budgeting tool, not a cost saving measure.
- The contract will be on the “fast track” so it will be ready to go out for bid before the end of the year and be in place January 2009 thru December 2009 with extension options. A smaller group will meet the week of October 20<sup>th</sup> to discuss contract language.
- Draft contract and paperwork will be sent out to all interested agencies.
- The State will provide a form and agencies will need to submit the following information to the State and by doing so, are authorizing the State of Minnesota to pursue the contract on your behalf and are committed to purchase the amounts given in the time period stated:
  - Estimated monthly totals gallons of each fuel type consumed. (This will provide the vendor with an estimate of how many gallons may be purchased on the spot price portion of the contract.)
  - Amount of gallons of each fuel that you intend to purchase off the fixed fuel price contract per month. (General practice is 50-80% of total fuel consumption.)
  - Number, size, and location of fuel tanks.
  - And any other info the State may need to issue this contract
- Once the bids are opened, the decision to award a bid must happen within about a 15 minute time frame, the State will not be able to contact everyone, or anyone, for their approval, the decision will be theirs at that time.
- If an agency has a current contract that expires mid year, they may enter “0” for desired quantity for each month prior to that contract expiring.
- Fuel vendors are aware of this groups intentions and that this bid will be coming out soon, at least two have shown interest in bidding. There will be a pre-meeting with the vendors.
- All potential bidders will be pre-qualified.
- Each agency will be ordering and managing their fuel purchases.
- The contract will request that the vendor be responsible to track each agencies fuel usage.
- Once an agency has purchased the amount of fuel on the fixed fuel price contract that they committed to each month, they may purchase from the spot price contract for the remainder of the month, but will not be required to do so.

At the end of the meeting, there was discussion about the group continuing to meet to consider other issues to work together on, i.e. training, vehicle/equipment sharing, and other ways to save money. Hennepin County has held this type of meeting for quite some time and perhaps the groups could be combined. Please e-mail any suggestions for agenda topics to Ron Mundahl or Bill Gauthier.

**DATE:** OCTOBER 28, 2008

**TO:** 2009 FUEL CONSORTIUM MEMBERS

**RE:** FUEL CONSORTIUM PURCHASE PROGRAM FOR STATE OF MINNESOTA AGENCIES AND COOPERATIVE PURCHASING VENTURE MEMBERS

**FROM:** JACKIE FINGER – STATE OF MINNESOTA ACQUISITION MANAGEMENT SPECIALIST

The State of Minnesota is preparing a solicitation for bulk purchases of diesel and gasoline products. The purchase program will be based on two price strategies:

1. **Fixed Price Program** – This will require a participating agency or entity to be:
  - Located primarily in the seven county metropolitan area unless otherwise approved,
  - to agree and comply with the terms and conditions of the Contract,
  - to be able to take either gasoline or diesel fuel in the required product type and as delivered by the Contract Vendor in quantities of at least 500 gallons per delivery,
  - to commit to a specific amount of the fuel for a monthly delivery,
  - to take 100 percent of the committed monthly amount at a **fixed price** contracted on its behalf.
  
2. **Spot Price Program** – This price program may be used by any participating agency/entity, **on an as needed basis**, and will require a participating agency/entity to be:
  - Located within the borders of Minnesota,
  - to agree and comply with the terms and conditions of the Contract,
  - to place orders directly with the Contract Vendor for its requested amount and product type,
  - will pay the Contract Vendor the amount based on the Spot Price formula contracted which is the Daily Rack Average Price plus the Contract Vendor's Total Bid Constant (profit/overhead/delivery cost) per gallon delivered.

**\* NOTE:** Your agency must be a **current member** of Cooperative Purchasing Venture (CPV) in order to participate in the Fuel Consortium Program. If you are not a current CPV Member and want to join the program, please contact Sherry Brown at 651.201.2404.

**CAREFULLY REVIEW THE FOLLOWING INFORMATION!!!**

Only those agencies that will be participating in the **Fixed Price Program** must complete the fuel questionnaire and return it to my attention **no later than November 25, 2008.** Please be careful to provide accurate information. **If you are required to obtain approval by your governing Board, plan accordingly.**

Participation in the **Spot Price Program** does not require quantities to be submitted and may be used on an as needed basis by any State agencies and CPV members if they so choose.

If you have any questions, please feel free to contact me by phone at 651.201.2436, by fax at 651.297.3996, or via E-mail (**PREFERRED**): [jackie.finger@state.mn.us](mailto:jackie.finger@state.mn.us). Thank you.

**RETURN ORDER FORM NO LATER THAN NOVEMBER 25, 2008**

**FUEL CONSORTIUM – OVERVIEW**

**FIXED PRICE PROGRAM.** The agencies listed on the Fixed Price Schedule are required to take 100% of its monthly quantity listed and the Contract Vendor is required to provide 100% of the monthly quantities contracted.

If the original purchaser is unable to take all of the monthly committed gallons, the Contract Vendor will be responsible for contacting other locations participating in the Fixed Price Contract to determine if they are able to take additional gallons.

If the Contract Vendor is able to ship the unused gallons from the original participating purchaser to another participating agency, there will be no cost to the original participating agency.

If the Contract Vendor is unable to ship the unused gallons from the original participating purchaser to another participating agency, they may sell the unused gallons on the open market and either debit or credit the difference in price back to the original participating purchaser based on the open market sell price.

If the Contract Vendor is unable to provide all of the monthly committed gallons to a participating member by the due date and time, the participating member may purchase the product on the open market and charge the Contract Vendor for any additional costs incurred.

**SPOT PRICE PROGRAM.** In addition to a fixed price quantity for participants in the metropolitan area, the Contract will also be available to all State agencies and CPV members on a statewide basis to meet their fuel requirements. Purchasers will use the spot prices offered by the Contract Vendor. Quantities for spot price purchases are currently unknown but it is the intention of the Department of Administration to broadcast the availability of the Spot Price Contract to all State agencies and current CPV members.

If the Contract Vendor is unable to provide the order quantity to a State agency or CPV member by the required due date and time, the State agency or CPV member may purchase the product on the open market and charge the Contract Vendor for any additional costs incurred.

.....  
Only State agencies and CPV Members primarily located in the seven county Metropolitan area may participate in the Fixed Price Program unless otherwise approved.

Once final Contracts are executed, the participating agency or entity will be notified of the price and the name of the Contract Vendor.

**The signature below agrees to all terms, conditions and prices of any Contract agreement entered into on its behalf by the State of Minnesota which includes, but is not limited to, taking 100% of the monthly fuel quantities submitted for the Fixed Price Program on the Fuel Order Form. There is no requirement to take any product using the Spot Price Program.**

AGENCY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_ TITLE: \_\_\_\_\_

PHONE NO.: \_\_\_\_\_ FAX NO.: \_\_\_\_\_ E-MAIL: \_\_\_\_\_

AUTHORIZED SIGNATURE: \_\_\_\_\_

**RETURN ORDER FORM NO LATER THAN NOVEMBER 25, 2008**

FIXED PRICE PROGRAM	
2009 MONTHLY REQUIREMENTS	Gallons - 500 Gal. Minimum
	GASOLINE E-85 DIESEL
January	
February	
March	
April	
May	
June	
July	
August	
September	
October	
November	
December	
<b>YEARLY TOTALS:</b>	0 0 0

Put "0" if product is not required for a specific month.

**FIXED PRICE PROGRAM**

Participation in the Fixed Price Fuel Program requires the State agency or CPV Member located in the seven (7) county metropolitan area to take 100% of the quantity pledged on the Fuel Order Form.

Participants must have a capacity for taking at least 500 per delivery.

**PLEASE NOTE:**

Agencies should consider the amount of its annual usage it wants to commit to this program. Please note that the State DOT intends to only commit 50% of its estimated annual requirement to the Fixed Price Program. The balance of its requirements will use the Spot Price Program.

Based on your annual usage above, indicate below the percentage product grade or blend that will be used annually.

Unleaded Gasoline	87	89	92	Other
% of Annual Total				
Bio Diesel Blends	B2	B5	B10	B20
% of Annual Total				

**SPOT PRICE PROGRAM**

Provide an estimate of the number of gallons of fuel you might purchase from the Contract using the Spot Price Program. There is no commitment implied by providing the estimated usage -- this is for information purposes only.

**FUEL ADDITIVES USED**

For information purposes, please indicate any fuel additives that are being used.

TYPE	"Yes"	"No"	Brand Name
Injector Cleaner			
Winter Blend			
Anti Microbial			
Moisture Inhibitor			
Other			

The signature on this form agrees to all terms, conditions and prices of any Contract agreement entered into on its behalf by the State of Minnesota which includes, but is not limited to, taking 100% of the monthly fuel quantities submitted for the Fixed Price Program on the Fuel Order Form. There is no requirement to take any product using the Spot Price Program.

Est. Annual Usage	Number of Gallons/500 minimum delivery.
Gasoline	
E-85	
Diesel	

Name \_\_\_\_\_  
 Signature \_\_\_\_\_  
 Agency \_\_\_\_\_  
 Phone # \_\_\_\_\_ Fax # \_\_\_\_\_  
 E-Mail Address \_\_\_\_\_  
 Date \_\_\_\_\_

TANK SIZES AND LOCATIONS

PRODUCT TYPE STORED  
IN TANK (Check one)

TANK NO.	TANK SIZE	ADDRESS	GASOLINE	E-85	DIESEL
Tank 1					
Tank 2					
Tank 3					
Tank 4					
Tank 5					
Tank 6					
Tank 7					
Tank 8					
Tank 9					
Tank 10					
Tank 11					
Tank 12					
Tank 13					
Tank 14					
Tank 15					
Tank 16					
Tank 17					
Tank 18					
Tank 19					
Tank 20					

## Diesel

	<u>Gallons Used</u>		<u>Gallons Received</u>		<u>Program Gallons</u>
	2007	2008	2007	2008	2009
January	3,192	2,005	0	2,500	1,800
February	2,438	2,606	2,501	1,995	1,800
March	2,294	2,292	3,000	4,500	1,800
April	1,227	1,818	2,999	2,499	1,800
May	1,684	1,912	2,001	2,000	1,800
June	1,883	2,116	2,001	0	1,800
July	2,133	2,354	2,001	4,999	1,800
August	2,293	2,349	2,497	0	1,800
September	1,845	1,602	2,506	5,000	1,800
October	1,530	1,793	0	3,000	1,800
November	1,837		2,001	3,000	1,800
December	4,208		2,500		1,800
Totals:	26,566	20,846	24,006	29,493	21,600

Unleaded

	Gallons Used		Gallons Received		Program Gallons
	2007	2008	2007	2008	2009
January	5,501	5,495	0	6,000	4,000
February	4,895	4,979	5,999	5,999	4,000
March	5,063	4,972	5,499	4,001	4,000
April	4,857	4,949	5,501	6,001	4,000
May	5,494	5,104	6,000	6,000	4,000
June	5,562	5,213	6,499	0	4,000
July	5,827	5,541	6,500	11,503	4,000
August	6,208	5,356	5,998	0	4,000
September	4,676	4,582	6,004	10,500	4,000
October	5,282	5,059	0	5,000	4,000
November	4,446		6,500	5,000	4,000
December	4,720		6,001		4,000
Totals:	62,535	51,254	60,501	60,004	48,000

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

**RESOLUTION AUTHORIZING STAFF TO ENTER THE 2009 FUEL CONSORTIUM PURCHASE  
PROGRAM AS MANAGED BY THE STATE OF MINNESOTA**

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

**WHEREAS**, recent dramatic fluctuations in fuel prices make it difficult to accurately budget for fuel usage; and

**WHEREAS**, a large group of Metro area cities and counties, including the City of Inver Grove Heights, desire to form a consortium to order bulk quantities of fuel at a fixed contract price for budgetary purposes; and

**WHEREAS**, the State of Minnesota has offered to administer a contract for such a consortium.

**NOW, THEREFORE, BE IT RESOLVED THAT:**

1. City staff are authorized to apply for participation in the 2009 Fuel Consortium Purchase Program for State of Minnesota Agencies and Cooperative Purchasing Venture Members.

Adopted by the City Council of Inver Grove Heights, Minnesota this 24<sup>th</sup> day of November 2008.

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

ATTEST:

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