

INVER GROVE HEIGHTS CITY COUNCIL AGENDA
MONDAY, DECEMBER 8, 2008
8150 BARBARA AVENUE
7:30 P.M.

1. CALL TO ORDER
2. ROLL CALL
3. PRESENTATIONS:
4. CONSENT AGENDA – All items on the Consent Agenda are considered routine and have been made available to the City Council at least two days prior to the meeting; the items will be enacted in one motion. There will be no separate discussion of these items unless a Council member or citizen so requests, in which event the item will be removed from this Agenda and considered in normal sequence.
 - A. Minutes – November 24, 2008 Regular Council Meeting _____
 - B. Resolution Approving Disbursements for Period Ending December 3, 2008 _____
 - C. Final Pay Voucher for Southern Lakes Trail Improvement _____
 - D. Pay Voucher No. 1 for City Project No. 2008–10 – Ravine Ponds Improvement _____
 - E. Change Order No. 1 & Pay Voucher No. 1 for the Fire Station No. 1 Parking Lot Imp. _____
 - F. Pay Voucher No. 5 for City Project No. 2008–09H, South Grove Sod Replacement _____
 - G. Change Order No. 4 and Pay Voucher No. 6 for City Project No. 2008–09D, South Grove Urban Street Reconstruction – Area 3 _____
 - H. Final Compensating Change Order No. 1, Final Pay Voucher No. 9, Engineer’s Final Report, Resolution Accepting Work for City Project No. 2006–04 – Drilling of City Well No. 9 _____
 - I. Final Compensating Change Order No. 9, Final Pay Voucher No. 9, Engineer’s Final Report, Resolution Accepting Work for City Project No. 2007–09D – South Grove Urban Street Reconstruction – Area 2 _____
 - J. Payment to Ace Blacktop for Work Performed on the 65th Street and Cahill Avenue Sidewalk Extension (City Project No. 2007–01) _____
 - K. Resolution Accepting Individual Project No. 12 from Kimley–Horn and Associates, Inc. for Preliminary Drainage Analysis & Preparation of a Feasibility Report for City Project No. 2009–09D – South Grove Street Reconstruction – Phases 4, 5 & 6 _____
 - L. Resolution Authorizing 2009 Community Development Block Grant Application _____
 - M. Contractor for Temporary Ground Cover Establishment at Heritage Village Park _____
 - N. Approve Independent Contractor Agreement – Rex Landscaping, L.L.P. _____
 - O. Approve Renewal of 2009 Health & Dental Insurance _____

- P. Approve 2009 Park & Recreation Department Fees _____
- Q. Resolution relating to time extension to utilize a Conditional Use Permit for a Fast-Food Restaurant located in the Southridge Center _____
- R. Approve Resolution and Table Setting Forth License Fees, Administrative Service Fees and Permit Fees _____
- S. Approve Renewal of 2 AM Liquor License for Major's Sports Café _____
- T. Approve Renewal of 2 AM Liquor License for Ruby Tuesday _____
- U. Approve 30-Day Suspension of Firefighter _____
- V. Personnel Actions _____

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

6. **PUBLIC HEARINGS:**

- A. **CITY OF INVER GROVE HEIGHTS;** Consider 2009 Liquor License Renewal Applications _____
- B. **CITY OF INVER GROVE HEIGHTS;** Consider Application of Tequila Mexican Grill, Inc. dba Tequila Mexican Grill for an On Sale/Sunday Intoxicating Liquor License _____

7. **REGULAR AGENDA:**

FINANCE:

- A. **CITY OF INVER GROVE HEIGHTS;** Approve Final 2009 Tax Levies and Final 2009 Budgets _____
- B. **CITY OF INVER GROVE HEIGHTS;** Approve Resolutions Awarding Sale of Two Bonds _____

COMMUNITY DEVELOPMENT:

- C. **KATHY WARE (ACCESSIBLE HOMES);** Consider a Resolution relating to a Variance to allow a deck and wheelchair ramp to encroach into the front yard setback for property located at 3883 72nd Street _____
- D. **McDONALD CONSTRUCTION;** Consider a Resolution relating to a Variance to exceed the allowed maximum impervious surface coverage for Lot 3, Block 1, Lot 3, Block 2 and Lot 1, Block 5 of Woodland Preserve located in the southwest corner of the City _____
- E. **DAKOTA ELECTRIC ASSOCIATION;** Consider the following Resolutions for property located at the Southwest corner of Barnes Avenue and 105th Street
 - i) Preliminary and Final Plat for a one lot, one outlot plat _____
 - ii) **Variance** to the minimum lot size in the A, Agricultural zoning district _____
 - iii) **Conditional Use Permit** to allow an essential service structure with sheet metal siding in the A, Agricultural zoning district _____
 - iv) **Conditional Use Permit** to allow a mono-pole tower 90 feet in height in the A, Agricultural zoning district _____

- F. **CHS, INC.;** Consider a Conditional Use Permit and Conditional Use Permit Amendment to allow the expansion of a non-conforming structure to allow for the expansion of the existing above-ground petroleum-based liquid storage tanks for property located at 11600 117th St.
- G. **CITY OF INVER GROVE HEIGHTS;** Consider a Resolution for a Waiver of Plat to create a 7.5 acre parcel for stormwater purposes for property located at 10620 Courthouse Blvd. _____

PUBLIC WORKS:

- H. **CITY OF INVER GROVE HEIGHTS;** Consider Resolution Banning Parking on Concord Boulevard from 83 Feet South of 65th Street East to the Corporate Boundary with South St. Paul _____
- I. **CITY OF INVER GROVE HEIGHTS;** Consider Resolution Authorizing the City of Inver Grove Heights to Enter into an Agreement with Dakota County for Engineering, Right-of-Way Acquisition, & Highway Construction for County Project No. 56-07, Reconstruction of County State Aid Highway 56 (Concord Boulevard) from 66th Street to the North City Limits of Inver Grove Heights (City Project No. 2009-11) _____
- J. **CITY OF INVER GROVE HEIGHTS;** Consider approval of the City's Water Resources Management Plan _____

ADMINISTRATION:

- K. **CITY OF INVER GROVE HEIGHTS;** Consider Resolutions relating to the proposed global settlement with Enterprise Products Operating, L.P. _____
- L. **CITY OF INVER GROVE HEIGHTS;** Consider Third Reading of an Ordinance Amending Section 1010 and Section 515.40, Subd. 9 Adjusting Development Fees for 2009 _____

8. MAYOR AND COUNCIL COMMENTS

9. ADJOURN

**INVER GROVE HEIGHTS CITY COUNCIL MEETING
MONDAY, NOVEMBER 24, 2008 - 8150 BARBARA AVENUE**

CALL TO ORDER/ROLL CALL The City Council of Inver Grove Heights met in regular session on Monday, November 24, 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, Finance Director Lanoue, Community Development Director Link, Parks & Recreation Director Carlson, and Deputy Clerk Rheume.

3. PRESENTATIONS:

A. Statement of Support for National Guard and Reserves

Mr. Terrance Quigley and Major Barb O'Reilly explained that the US Conference of Mayors has challenged cities nationwide to sign a Statement of Support for City employees that serve in the Minnesota National Guard and Reserve.

Major O'Reilly stated that the mission is to support service members and recognize the National Guard and Reserves as essential to the strength of the nation and the well being of their cities.

Mr. Quigley explained that the City of Inver Grove Heights is one of the first cities in the state to sign the Statement of Support.

Councilmember Madden expressed his support of all the members of the National Guard and Reserves and thanked the members for their dedication and service.

Mayor Tourville stated that the City is planning to participate in the "yellow ribbon" campaign in 2009.

4. CONSENT AGENDA:

Councilmember Madden removed items **4A, Minutes of November 10, 2008 Regular Council Meeting and 4K, Approve 2009 Advisory Commission Schedule** from the Consent Agenda.

- B. Resolution 08-256** 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
- D.** Pay Voucher No. 5 for City Project No. 2003-03, Southern Sanitary Sewer System Improvements
- E.** Pay Voucher No. 6 for the 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 08-257** Accepting Work for City Project No. 2007-13, Hilltop Elementary School – Safe Routes to School Program
- G. Resolution 08-258** 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 08-259** Approving Work Order No. 6 with Barr Engineering Company for City Project No. 2008-10, East Frontage Road – Ravine Storm Water Ponds
- I. Resolution 08-260** 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. Resolutions 08-261, 08-262, 08-263 & 08-264** Approving 2008 Senior Citizen Special Assessment Deferrals
- 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

Motion by Klein, second by Grannis, to approve the Consent Agenda.

Ayes: 5

Nays: 0 Motion carried.

- A. Minutes of November 10, 2008 Regular Council Meeting

Councilmember Madden indicated that he would abstain from the vote because he was not present at the November 10th Council meeting.

Motion by Klein, second by Grannis, to approve the Minutes of the November 10, 2008 Regular Council Meeting.

Ayes: 4

Nays: 0

Abstain: 1 (Madden) Motion carried.

- K. Approve 2009 Advisory Commission Schedule

Councilmember Madden corrected several of the dates listed on the commission schedules.

Motion by Madden, second by Klein, to approve the 2009 Advisory Commission Schedule with the changes as noted.

Ayes: 5

Nays: 0 Motion carried.

5. PUBLIC COMMENT:

Ed Gunter, 6671 Concord Boulevard, stated that he is concerned about the construction project on Concord Boulevard. He explained that the road was supposed to be open on November 15th and asphalt was not laid until November 18th. He questioned if the paving was adequate given the current weather conditions. He also expressed concerns regarding contamination of the holding pond in the old lumber yard and the potential uncovering of contaminated soils.

Mayor Tourville asked Mr. Thureen to check with Dakota County regarding the schedule for opening Concord Boulevard and to get more information regarding the potential contamination of the holding pond.

Councilmember Madden reiterated that the reconstruction of Concord Boulevard is a County project.

Councilmember Klein asked if soil borings are taken from the asphalt.

Mr. Thureen confirmed that the City does collect soil boring samples from the asphalt and indicated that he would check to see if the County collected samples as well.

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

Ms. Teppen explained that the proposed fees have not changed since the first reading. She noted that no comments regarding the proposed development fees were received from developers.

Councilmember Piekarski Krech expressed concern that no comments were received from potential developers and asked if the lack of response may be a sign that the proposed increase in fees may preclude development in 2009 given the current economic conditions.

Ms. Teppen responded that this is the third or fourth year in a row that the development fees have been modified and staff has never received comments from developers. She added that the proposed fee increases were always planned for the Northwest Area.

Motion by Madden, second by Piekarski Krech to close the public hearing.

Ayes: 5

Nays: 0 Motion carried.

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

Ayes: 5

Nays: 0 Motion carried.

7. REGULAR AGENDA:

ADMINISTRATION:

A. CITY OF INVER GROVE HEIGHTS; Consider Approval of Design Development Phase of Proposed Public Safety Addition/City Hall Renovation

Ms. Teppen provided a brief overview of the history of the project and discussed the space needs analysis that was performed. She explained that the overall design is a two phase project with the Public Safety Addition comprising of 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. She stated that through the design development phase the City Council added several items to the base project including: expanded storage space under the Council chambers and main lobby area, geo-thermal heating and cooling, white TPO roof, burnished block in the Public Safety building and higher performance windows. She reviewed the items that are to be carried as alternates through the project and noted that the items were included in the project budget. She stated that the cost of the project at this stage is \$19,937,068 and includes all construction costs, design and project manager fees, contingencies, permits and testing costs, relocation costs and furniture fixtures and equipment. She explained that approval of the design development phase would authorize the architect's to move forward with the preparation of construction documents. She stated that after the construction documents have been completed, Council will review the documents and consider approval of that phase. She added that if the construction documents are approved by Council, the project would then be put out for bid. She noted that the Council would not decide whether or not they will proceed to bond for the project or for what amount until bids are received.

Councilmember Piekarski Krech clarified that the construction documents would belong to the City and if the Council was to decide not to build at this time the documents could be saved for future use.

Ted Redmond, BKV Group, discussed the major changes that were made to the project through the design development phase and noted that the main entry and landscape design were both simplified. He stated that the bio-swales and retention ponds were kept in the project and pervious pavers are alternates. He showed several different renderings of the proposed buildings. He reiterated that at this stage the total project cost does include the alternates.

Greg Vogel, 1925 102nd Street East, commented on the decline of the economy and questioned how the project would be funded. He asked what measures the City is taking to control spending and keep property taxes from increasing.

Mayor Tourville responded that the Council is aware of the current economic conditions and has made budget cuts to achieve a 0% increase from 2008-2009.

Mike Dufour, 10017 Barnes Trail, commented on a newspaper article regarding the proposed project and asked if the transfer of reserve funds is to help reduce the cost of the project.

Mayor Tourville responded that no money has been transferred and explained that the newspaper article outlined what the plan would be if the project was to move forward. He clarified that the Council has not approved the project and reiterated that approval of the design development phase would authorize preparation of construction documents.

Mr. Dufour asked how much money has been spent on architectural design.

Ms. Teppen responded that to date \$528,000 has been spent on the architect, project manager and various surveys, borings, and testing that has been done for different aspects of the project.

Mayor Tourville added that there are certain things that need to be done in order to come up with an accurate estimate of how much the project would actually cost so that an informed decision can be made by the Council. He reiterated that the Council has not yet decided to do the project.

Mayor Tourville stated that he has received many calls and emails from residents regarding property values and explained that property values are not set by the City. He noted that the County sets property values and then taxes are set based on that valuation.

Councilmember Madden stated that the Council is going to hold the Truth in Taxation hearing on Monday, December 1st, at 7:30 p.m. He noted that the Council elected to hold the hearing even though the City is not required by law to do so because there is no proposed increase.

Councilmember Klein commented on the difficult decision the Council has to make. He stated that the project will be bid very competitively and would get people working.

Councilmember Madden stated that the Council is very aware of the money that is spent in the City and added that they have worked to reduce the 2009 budget.

Mayor Tourville stated that there is a great need to do something and if the Council waits to do the project the cost may increase 3-5% each year that the project is delayed.

Councilmember Madden commented that the population of the City is over 33,000 and the current building was built to serve a population of 17,000. He stated that the Council needs to consider the City's future needs and noted that the City's population is projected to increase to 45,000.

Councilmember Grannis explained that he does not dispute the need for the project and feels it is the right time to do the project, but is concerned with where the City is at financially given the news that the Target development has been delayed. He stated that he would like to wait to approve the next phase of the project until the Council has a better understanding of the impact the delay will have on the City financially.

Councilmember Klein asked if Target has already paid the City for their sewer and water connection.

Mr. Lynch responded that Target has paid the City over \$400,000 for a building permit fee and approximately \$679,000 in sewer and water fees were assessed and will be paid over time.

Councilmember Grannis questioned how much additional money the City is supposed to receive from the development.

Mr. Lynch responded that staff still has to determine whether or not the building permit fee should be refunded and collected at a higher rate at such time that construction does occur. He stated that the second issue is determining the fiscal impact of the loss of the additional development that was supposed to take place in conjunction with the Target construction.

Councilmember Klein questioned if the revenues from the Target construction were budgeted for 2009.

Mr. Lynch confirmed that the revenue from that construction project was budgeted for 2009 and staff will remove that revenue from the budget to examine the impact to the City financially and to determine the best course of action moving forward.

Ms. Teppen stated that the City's financial consultants projected that general obligation bonds would be sold for the proposed project in the amount of \$16,995,000. She stated that the bonds would not be sold until 2010 and taxes would be levied in 2009. She explained that the estimated property tax impact would be approximately \$77 per year on a \$238,000 median value home, \$120 per year on a \$370,000 home and \$190 per year on a homestead of \$567,000. She noted that the debt is structured so that the annual debt service would grow with the community. She explained that the bonds would be sold for a period of 25 years and as the population grows the tax impact would be shared by the larger population.

Darryl Fox, 7987 Claiborne Lane, stated that if the City grows he can see the need for the building but he does not foresee that happening right now.

Mayor Tourville reiterated that the current building would be remodeled and the Public Safety building would be added to the West.

Mr. Fox asked what the cost would be for the next phase of the project.

Mayor Tourville responded that it would be approximately another \$500,000 for preparation of construction documents.

Councilmember Piekarski Krech noted that the money that is being spent now is money that the City has been saving since the current building was constructed. She stated that money has been saved every year in a City facilities fund so that there would be reserves to pay for the things that are being done now. She explained that there is a difference between the tax rate that the City charges and home valuations.

Dave Fleischhaker, 10300 Brent Avenue, asked what the total cost has been to the City for the improvement projects in the Northwest Area.

Mr. Lynch responded that the lift station cost approximately 4 to 5 million dollars and the sewer and water upgrade was approximately 9 million dollars. He stated that the City did sell bonds for that and did revise its financial projection to reflect that a payback would not occur for three years.

Mr. Fleischhaker asked about the plan to upgrade the Public Works facility and give them more room.

Mr. Lynch stated that the additional storage space that the Council added to the design will allow some of the storage occurring in the Public Works building to be transferred and stored at City Hall. He noted that the Public Works building would be next in terms of planning for City facilities.

Mr. Fleischhaker commented that it may cost more if the project is delayed and asked that the City take a frugal look at the cost of the project.

Councilmember Piekarski Krech stated that the Council needs to get a firm idea of the cost of the project and would like to get finished construction documents.

Mayor Tourville stated that he thinks the City should have construction documents prepared and he thinks the City should go out for bid when the time comes because the City needs to know how much the project is going to cost.

Motion by Piekarski Krech, second by Madden, to approve the Design Development Phase of the Proposed Public Safety Addition/City Hall Renovation

Ayes: 4

Nays: 1 (Grannis) Motion carried.

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

Mr. Link explained that the City Attorney has drafted language for condition #13 which would allow the City to use the site for a storage location in the event of a natural disaster or emergency. He added that Allied Waste has agreed to make the site available twice per year for City-sponsored clean up events and has also agreed to accept Christmas trees that are collected by the City through a City-sponsored event. He noted that a Yard Waste Agreement has also been prepared for Council consideration.

Mr. Lynch noted that the Christmas tree collection event would not take place in 2008.

Motion by Madden, second by Piekarski Krech, to approve Resolution 08-243 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 and Resolution 08-265 relating to a Yard Waste Agreement as required by the conditions of the Conditional Use Permit.

Ayes: 5

Nays: 0 Motion carried.

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

Mr. Link explained that the issue is whether or not the property should continue to be Rural Density Residential or if the designation should be changed to Light Industrial per the property owner's request. He explained that staff is concerned that without a western frontage road, access to the highway for industrial uses would be a safety hazard and should be avoided. He added that the land surrounding the Safi property is all developed as residential and an extension of an industrial designation could create land use conflicts and would not be consistent with the designation of surrounding properties. He stated that both staff and the Planning Commission recommended denial of the request and explained that the Planning Commission thought the request was premature until the west frontage road is actually constructed. He noted that access and traffic safety was also a concern since the only access to the parcel is a right in/right out onto Highway 52/55.

Mike Safi, 8964 Almquist Way, presented a letter to the Council from the Minnesota Department of Transportation regarding the western frontage road.

Motion by Klein, second by Piekarski Krech, to receive the letter from Mn/DOT.

Ayes: 5

Nays: 0 Motion carried.

Mr. Safi explained that the letter from Mn/DOT indicates that the western frontage road may be built sooner rather than later. He stated that the property has limitations and he does not believe he could sell a single lot as residential. He noted that he does have a buyer for three acres of land and the buyer would use the property for a landscaping business.

Dave Fleischhaker, 10300 Brent Avenue, stated that he is opposed to the land use designation change. He stated that the western frontage road is not going to be constructed anytime soon and access would be an issue. He questioned when the frontage road is scheduled to be constructed and also asked who would fund the project. He stated that there is no reason for the property to be designated light industrial and that designation would not fit with that of surrounding properties.

Mayor Tourville responded that the state would fund the project and they have stated that the frontage road would be constructed in 2012.

Mike Dufour, 10017 Barnes Trail, asked that the City Council deny the request for the land use designation to be changed. He stated that he would not like to look at the backside of a building abutting his property. He questioned what uses would be allowed with a light industrial designation and also asked where the runoff from the pond would go.

Brenda Sabistina, 10380 Brent Avenue, stated that she does not want light industrial property near her residential property. She asked that the Council deny the request.

Jerry Katzmacher, 9387 Tyne Lane, stated that he supports the request to change the land use designation. He noted that development on the property would increase the City's tax base and create jobs. He added that there are restrictions on what can be built on light industrial property. He questioned where residential traffic would go.

Mr. Safi showed where the proposed landscape business would be on the property and noted that a driveway easement would need to be granted for access. He stated that the property to the South is the only property that his visible from his property.

Councilmember Piekarski Krech suggested that the back five acres remain Rural Density Residential and the remaining piece along Highway 55 should be changed to Light Industrial. She stated that noise is an issue and homes do not belong along Highway 55.

Councilmember Grannis stated that he does not think a Light Industrial designation is compatible and would not be in favor of putting the landscaping business by the residential properties.

Mayor Tourville stated that there is no real indication as to what Mn/DOT is going to do with the western frontage road and it may create more problems if the designation is changed to Light Industrial. He commented on the current access issues and expressed concerns regarding the safety of the right in/right out access.

Councilmember Piekarski Krech asked if the western frontage road was built if there would be access on the south end of the property.

Mr. Safi responded no.

Motion by Klein, to approve Resolution relating to a Comprehensive Plan Amendment to change the land use designation from RDR, Rural Density Residential to LI, Light Industrial.

The motion had no second.

Councilmember Piekarski Krech reiterated that the access to the property is extremely difficult.

Councilmember Madden commented that the proposed location of the landscaping business is not ideal.

Councilmember Piekarski Krech asked if denial of the request would mean that the property would be designated Rural Residential.

Mr. Link responded that if the City could designate the property as industrial on the Comprehensive Plan and the zoning would change when the frontage road is built. He stated that the current zoning would remain Agricultural.

Councilmember Piekarski Krech suggested that the front ten acres be designated as Light Industrial and the back five acres, to the west, be Rural Density Residential.

Councilmember Madden clarified the zoning would be Agricultural.

Motion by Madden, second by Piekarski Krech, to adopt Resolution 08-266 denying the request to rezone the property to I-1 and to amend the Comprehensive Plan to designate the front ten acres near the highway as Light Industrial (the east and north portion of the property) and the five acres to the west as Rural Density Residential and to retain the Agricultural zoning.

Ayes: 5

Nays: 0 Motion carried.

Mr. Kuntz clarified that Mr. Safi understands that the zoning of the property is still Agricultural.

Mr. Safi withdrew his request for rezoning to I-1.

Mr. Kuntz clarified that on the Comprehensive Plan the west five acres of the property will remain designated as Rural Density Residential.

Mr. Safi withdrew his request for a Comprehensive Plan Amendment.

The City Council recessed for five minutes.

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

Mr. Link explained that most of the 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. He reviewed the map that was prepared to show the parcels where the land owner has requested a land use change. He reviewed the arguments for each of the land use designations as presented in the staff report. He stated that the Planning Commission recommended changing the land use designation from Light Industrial to Rural Density Residential. He noted that staff recommended that the existing land use designation, Light Industrial, be retained.

Councilmember Piekarski Krech asked how big the properties are. She stated that if the properties are changed to Rural Density Residential the property owners should not be allowed to subdivide.

Mr. Link responded that the properties are approximately five acres.

Harold Mitchie, 3125 105th Street East, stated that his property became Light Industrial in 1996. He stated that the property owners would like to be zoned Agricultural and designated on the Comprehensive Plan as Rural Density Residential.

Motion by Piekarski Krech, seconded by Madden, to approve Resolution 08-267 adopting the City of Inver Grove Heights 2030 Comprehensive Plan with the Van Schooten, Brown, Malcolm and Mitchie properties designated as Rural Density Residential with the condition that those properties cannot be subdivided, and the Jefferies and front triangle properties designated as Light Industrial.

Ayes: 4

Nays: 1 (Klein) Motion carried

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

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

Ms. Emmerich explained that on September 23, 2008 the applicant submitted a request for a variance from the side yard setback requirements and from the allowed maximum impervious coverage for a driveway. She stated that the applicant completed the work prior to obtaining approval from the City. She explained that the driveway is approximately two feet from the side property line whereas the minimum requirement is five feet and the total impervious coverage on the lot is 4,692 square feet whereas the maximum allowed coverage is 2,739 square feet. She stated that both staff and the Planning Commission recommended that the variance requests be denied due to lack of hardship and that the applicant remove the additional surface coverage.

Brad Carlson, 8019 Cleadis Avenue, stated that the hardship is that he was experiencing severe drainage issues on his property. He explained that there was an existing driveway and only a small portion was added.

Councilmember Madden stated that the terrain to the South of the property is the hardship as water pools on the side of the house. He commented that the project improved the whole area.

Mr. Carlson stated that he installed drain tile to help with the drainage issues.

Councilmember Piekarski Krech stated that her concern is that this was done prior to obtaining approval and stated that she does not want a precedent to be set.

Greg Vogel, 1925 102nd St., commented that there are impervious cover violations throughout the City and stated that the work that was done improved the property. He suggested that a penalty be imposed rather than asking the applicant to tear up the work that was done.

Councilmember Madden agreed that the work should not have been done without obtaining approval and

suggested that a \$100 penalty be imposed.

Motion by Madden, second by Piekarski Krech, to adopt Resolution 08-268 approving a Variance to construct a driveway within the required side yard setback, a Variance to exceed the maximum impervious coverage and to impose a penalty of \$100.00 for failure to obtain approval prior to completion of the project, with the hardship being the terrain and the water flow issue.

Ayes: 4

Nays: 1 (Grannis) Motion carried.

F. CITY OF INVER GROVE HEIGHTS; Consider the following requests for 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 Kowalke's in connection with the T.H. 149 Improvement Project

Mr. Link reviewed the location of the property along Jefferson Trail and explained that the City initiated a waiver of plat to create a parcel from excess right-of-way to sell to a private individual. He stated that the parcel is less than 10,000 square feet and indicated that the City intends to sell the entire parcel with the exception of approximately 701 square feet that the City needs for permanent easement area for T.H. 149. He noted that the City does not need the property. He stated that the property is guided as LI, Limited Industry, in the Comprehensive Plan and any development proposed for the property would require review and approval by the City Council to ensure that any project would be consistent with the goal of industrial development for the property. He stated that Planning staff and the Planning Commission recommended approval of the requests.

Motion by Klein, second by Piekarski Krech, to adopt Resolution 08-269 approving Waiver of Plat for a one lot subdivision, to approve that the sale of the property is in compliance with the Comprehensive Plan and to adopt Resolution 08-270 approving the Purchase Agreement between the City of Inver Grove Heights and Inver Grove Storage, LLC

Ayes: 5

Nays: 0 Motion carried.

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

Mr. Link explained that the CDA has established the Redevelopment Incentive Program to assist cities with redevelopment activities. He stated that the update of the Concord Neighborhood Plan is eligible for funding and the City's update of the plan is included in the City's 2009 proposed budget. He noted that the update of the plan was recognized and discussed in the Inver Grove Heights 2030 Comprehensive Plan.

Motion by Piekarski Krech, second by Madden, to adopt Resolution 08-271 approving the Dakota County Community Development Agency Redevelopment Planning Grant Application for Concord Blvd. Redevelopment Plan

Ayes: 5

Nays: 0 Motion carried.

FINANCE:**H. CITY OF INVER GROVE HEIGHTS;** Call for the Sale of Bonds

Ms. Lanoue explained that staff is proposing the issuance and sale of two bond issues. She stated that staff has been working with Ehlers and Associates on the City's bonding needs for the year.

Steve Apfelbacher, Ehlers and Associates, explained that the first resolution is for the sale of \$6,000,000 in General Obligation Improvement bonds which will be used to finance the cost of three construction projects. He identified the projects as: 2003-03, Southern Sanitary Sewer System; 2008-11, East Segment of Southern Sanitary Sewer; and 2008-09D, South Grove Urban Street Reconstruction. He explained that the second resolution is for the sale of \$520,000 in General Obligation Equipment Certificates, which will be used to finance the purchase of equipment as approved in the 2008 Budget. He noted that this amount is less than what was projected in the budget. He added that, if approved, the bonds would be sold on December 8, 2008.

Councilmember Klein questioned what type of interest rates the City could expect to see.

Mr. Apfelbacher responded that they are seeing improvement in the market and given the City's strong credit rating, the rates are expected to be around 4.5%.

Motion by Piekarski Krech, second by Klein, to adopt Resolutions 08-272 and 08-273 calling for the Sale of Bonds.

Ayes: 5

Nays: 0 Motion carried.

PARKS AND RECREATION:**I. CITY OF INVER GROVE HEIGHTS;** Consider Contractor for Clean Up of Flood Plain Forest

Mr. Carlson explained that this relates to the clean up of an approximately 70' x 700' area in the flood plain forest portion of Heritage Village Park. He stated that because it is difficult to determine the volume of material that will be excavated, unit pricing was received from two contractors. He noted that staff has recommended that Carl Bolander and Sons be hired to perform the clean up in a cost not to exceed \$10,000.

Motion by Klein, second by Madden to approve contract with Carl Bolander & Sons for Clean Up of Flood Plain Forest in an amount not to exceed \$10,000.

Ayes: 5

Nays: 0 Motion carried.

PUBLIC WORKS:**J. CITY OF INVER GROVE HEIGHTS;** Resolutions Establishing Utility Rates for 2009

Mr. Thureen explained that for the past several years the City has adjusted water and sanitary sewer rates based upon recommendations from the City's financial consultants, Ehlers and Associates. He stated that those rate adjustments have been 2.5% for water and 3.5% for sanitary sewer and the Public Works department has recommended that the same increases be implemented in 2009. He noted that the sanitary sewer rates being charged to the City by the Metropolitan Council Environmental Service are going up 3.4 % in 2009.

Motion by Klein, second by Madden, to adopt Resolutions 08-274 & 08-275 establishing water and sanitary sewer rates for 2009.

Ayes: 5

Nays: 0 Motion carried.

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

Mr. Thureen explained that the State of Minnesota has agreed to be the administrator of the program. He stated that the contract would require the City to take delivery of a set amount of fuel each month, and noted that the City would request 80% of the annual usage over the past two years. He explained that this is a budgeting tool that would provide some assurance to the City of what annual fuel costs would be.

Motion by Klein, second by Piekarski Krech, to adopt Resolution 08-276 authorizing staff to enter the 2009 Fuel Consortium Purchase Program as managed by the State of Minnesota

Ayes: 5

Nays: 0 Motion carried.

8. MAYOR AND COUNCIL COMMENTS:

Councilmember Klein commented on Holiday on Main Street and stated that it will be held on December 13th.

9. ADJOURN: Motion by Grannis, second by Piekarski Krech, to adjourn. The meeting was adjourned by unanimous vote at 11:15 p.m.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Meeting Date: December 8, 2008
 Item Type: Consent
 Contact: Cathy Shea 651-450-2521
 Prepared by: Cathy Shea Asst. Finance Director
 Reviewed by: N/A

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

PURPOSE/ACTION REQUESTED

Approve the attached resolution approving disbursements for the period of November 20, 2008 to December 3, 2008.

SUMMARY

Shown below is a listing of the disbursements for the various funds for the period ending December 3, 2008. The detail of these disbursements is attached to this memo.

General & Special Reveune	\$231,448.74
Debt Service & Capital Projects	556,132.77
Enterprise & Internal Service	23,776.36
Escrows	96,334.81
	<hr/>
Grand Total for All Funds	<u><u>\$907,692.68</u></u>

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

Attached to this summary for your action is a resolution approving the disbursements for the period November 20, 2008 to December 3, 2008, and the listing of disbursements requested for approval.

DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. _____

**RESOLUTION APPROVING DISBURSEMENTS FOR THE
PERIOD ENDING DECEMBER 3, 2008**

WHEREAS, a list of disbursements for the period ending December 3, 2008 was presented to the City Council for approval;

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

General & Special Revenue	\$ 231,448.74
Debt Service & Capital Projects	556,132.77
Enterprise & Internal Service	23,776.36
Escrows	<u>96,334.81</u>
Grand Total for All Funds	<u>\$ 907,692.68</u>

Adopted by the City Council of Inver Grove Heights this 8th day of December, 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
11/24/2008	91522	POTBELLY SANDWICH WORKS	city of inver grove hgts	101-1000-413.50-75		11/2008 * Total	125.94 125.94
11/25/2008	91525	AFSCME COUNCIL 5	city of inver grove	101-0000-203.10-00		11/2008 * Total	897.02 897.02
11/25/2008	91528	ALEX AIR APPARATUS, INC	city of inver grove	101-4200-423.40-42		11/2008 * Total	158.05 158.05
11/25/2008	91533	BATTERIES PLUS	acct c1034	101-4200-423.60-65		11/2008 * Total	20.22 20.22
11/25/2008	91539	COORDINATED BUSINESS SY	acct 4555082	101-4200-423.40-44		11/2008 * Total	277.07 277.07
11/25/2008	91540	CRAWFORD DOOR SALES OF	acct 4373	101-4200-423.40-40		11/2008 * Total	120.00 120.00
11/25/2008	91541	CULLIGAN	acct 157984591005	101-4200-423.60-65		11/2008 * Total	77.78 77.78
11/25/2008	91542	DAVIS, JEFF	lens for scuba mask	101-4200-423.60-65		11/2008 * Total	163.20 163.20
11/25/2008	91547	FIRE EQUIPMENT SPECIALT	cust 2059ighfd	101-4200-423.60-45		11/2008 * Total	103.90 103.90
11/25/2008	91550	G & K SERVICES	acct 7494701	101-5200-443.60-45		11/2008	47.87
			acct 7494701	101-6000-451.60-45		11/2008	64.22
			acct 7494701	101-5200-443.60-45		11/2008	105.76
			acct 7494701	101-6000-451.60-45		11/2008 * Total	58.53 276.38
11/25/2008	91559	J-C PRESS	city of inver grove hgts	101-1100-413.50-32		11/2008 * Total	3,450.60 3,450.60
11/25/2008	91563	JTD INC SPORTS TURF SPE	city of inver grove hgts	101-6000-451.40-50		11/2008	852.00
			city of inver grove hgts	101-6000-451.60-16		11/2008 * Total	2,023.50 2,875.50
11/25/2008	91564	KENNEDY & GRAVEN	city of inver grove hgts	101-2000-415.30-44		11/2008 * Total	50.00 50.00
11/25/2008	91566	LILLIE SUBURBAN NEWSPAP	acct 1363	101-1200-414.50-25		11/2008	13.24
			acct 1363	101-3200-419.50-25		11/2008	38.46
			acct 1363	101-3200-419.50-25		11/2008	18.21
			acct 1363	101-1100-413.50-25		11/2008	74.48
			acct 1363	101-1100-413.50-25		11/2008	147.30
			acct 1363	101-1200-414.50-25		11/2008 * Total	8.28 299.97
11/25/2008	91567	LINK, THOMAS	mileage	101-3000-419.50-65		11/2008 * Total	65.04 65.04

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
11/25/2008	91568	LOCAL GOVERNMENT INFORM	city of inver grove hgts	101-4000-421.70-30		11/2008 * Total	3,670.00 3,670.00
11/25/2008	91570	MIDWEST FIRE & RESCUE S	inver grove hgts fd	101-4200-423.40-42		11/2008 * Total	112.26 112.26
11/25/2008	91576	MN LIFE INSURANCE CO	policy 0027324	101-0000-203.09-00		11/2008	1,684.24
			policy 0027324	101-1100-413.20-62		11/2008	71.80
			policy 0027324	101-2000-415.20-62		11/2008	84.85
			policy 0027324	101-3000-419.20-62		11/2008	26.83
			policy 0027324	101-3200-419.20-62		11/2008	37.20
			policy 0027324	101-3300-419.20-62		11/2008	65.32
			policy 0027324	101-4000-421.20-62		11/2008	454.70
			policy 0027324	101-4200-423.20-62		11/2008	34.98
			policy 0027324	101-5000-441.20-62		11/2008	8.42
			policy 0027324	101-5100-442.20-62		11/2008	90.64
			policy 0027324	101-5200-443.20-62		11/2008	72.92
			policy 0027324	101-6000-451.20-62		11/2008	84.46
						* Total	2,716.36
11/25/2008	91579	NEXTEL COMMUNICATIONS	acct 26618728	101-4200-423.50-20		11/2008	349.99
			acct 487383319	101-6000-451.50-20		11/2008	395.02
						* Total	745.01
11/25/2008	91580	NEXTEL COMMUNICATIONS	acct 2493883315	101-5000-441.50-20		11/2008	67.96
						* Total	67.96
11/25/2008	91582	NORTH AMERICAN SALT	city of inver grove hgts	101-5200-443.60-16		11/2008	35,471.00
			city of inver grove hgts	101-5200-443.60-16		11/2008	5,019.43
						* Total	40,490.43
11/25/2008	91588	PEARL VALLEY ORGANIX, I	inver grove hgts	101-6000-451.60-30		11/2008	19,292.00
						* Total	19,292.00
11/25/2008	91593	SENSIBLE LAND USE COALI	attende; tom link	101-3000-419.50-80		11/2008	35.00
						* Total	35.00
11/25/2008	91599	TDS METROCOM	cust 6515540132	101-4000-421.50-20		11/2008	129.82
			cust 6515540132	101-4200-423.50-20		11/2008	183.68
			cust 6515540132	101-6000-451.50-20		11/2008	44.25
						* Total	357.75
11/25/2008	91601	TIMESAVER OFF SITE SECR	city of inver grove hgts	101-1100-413.30-70		11/2008	474.60
						* Total	474.60
11/25/2008	91604	UNITED WAY	city of inver grove hgts	101-0000-203.13-00		11/2008	181.00
						* Total	181.00
11/25/2008	91608	XCEL ENERGY	acct 5151854463	101-4000-421.40-42		11/2008	37.22
						* Total	37.22
11/25/2008	91609	XCEL ENERGY	acct 5164318574	101-4200-423.40-10		11/2008	308.77
			acct 5164318574	101-4200-423.40-20		11/2008	836.48

Prepared: 12/03/2008, 15:27:37
 Program: GM179L
 Bank: 00 City of Inver Grove Heights

City of Inver Grove Heights
 CHECK REGISTER BY FUND

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
11/25/2008	91611	XCEL ENERGY	acct 5147791673	101-6000-451.40-10		11/2008	148.30
			acct 5147791673	101-6000-451.40-20		11/2008	1,086.69
						* Total	1,234.99
11/25/2008	91614	ZOYA, KENT	door numbers/photos	101-4200-423.60-65		11/2008	4.64
						* Total	4.64
12/01/2008	91617	URBAN LAND INSTITUTE	attende; tome link	101-3000-419.50-80		12/2008	110.00
						* Total	110.00
12/03/2008	91620	ACE BLACKTOP, INC.	fire station parking lot	101-4200-423.30-70		12/2008	5,707.46
						* Total	5,707.46
12/03/2008	91621	ACE PAINT & HARDWARE	cust 1126	101-5200-443.60-16		12/2008	9.24
						* Total	9.24
12/03/2008	91623	AFSCME COUNCIL 5	city of inver grove	101-0000-203.10-00		12/2008	914.10
						* Total	914.10
12/03/2008	91626	BERGUM, ERIC	chainsaw bags	101-4200-423.40-42		12/2008	32.08
						* Total	32.08
12/03/2008	91631	BROTHER MOBILE SOLUTION	cust 1627	101-4000-421.60-65		12/2008	199.99
						* Total	199.99
12/03/2008	91634	CITY OF WEST ST. PAUL	city of inver grove	101-1100-413.50-80		12/2008	100.00
						* Total	100.00
12/03/2008	91636	DAKOTA CTY FIRE CHIEFS	city of inver grove	101-4200-423.50-70		12/2008	75.00
						* Total	75.00
12/03/2008	91640	DLT SOLUTIONS INC	city of inver grove hgts	101-5100-442.40-44		12/2008	1,890.58
			city of inver grove hgts	101-5100-442.60-42		12/2008	8,362.54
						* Total	10,253.12
12/03/2008	91641	DODGE, STEVE	food npdgs training	101-5100-442.50-75		12/2008	63.62
						* Total	63.62
12/03/2008	91645	EMMONS & OLIVIER RESOUR	city of inver grove hgts	101-5100-442.30-30		11/2008	1,706.75
						* Total	1,706.75
12/03/2008	91647	ERS DIGITAL	cust 900560	101-5100-442.50-30		12/2008	115.38
						* Total	115.38
12/03/2008	91652	FRATTALONE COMPANIES IN	city of inver grove hgts	101-5200-443.60-16		12/2008	20.00
						* Total	20.00
12/03/2008	91662	ICEWAN INDUSTRIES, INC.	city of inver grove hgts	101-5200-443.60-16		12/2008	24,857.07
						* Total	24,857.07
12/03/2008	91663	IKON OFFICE SOLUTIONS	acct 1452531017392	101-6000-451.40-65		12/2008	29.18

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
12/03/2008	91668	IUOE	city of inver grove hgts	101-0000-203.10-00		* Total	29.18
12/03/2008	91669	J-C PRESS	city of inver grove hgts	101-5100-442.50-30		* Total	1,370.83
12/03/2008	91670	JLC BOOKS	city of inver grove hgts	101-3300-419.60-18		* Total	123.03
12/03/2008	91671	KILLION, PAUL	speaker wire/numbers	101-4200-423.40-40		* Total	129.98
12/03/2008	91672	KIMBALL MIDWEST	acct 222006	101-5200-443.60-16		* Total	47.64
12/03/2008	91675	LELS	city of inver grove hgts	101-0000-203.10-00		* Total	1,786.06
12/03/2008	91676	LELS SERGEANTS	city of inver grove hgts	101-0000-203.10-00		* Total	1,786.06
12/03/2008	91678	MIKE'S SHOE REPAIR, INC	city of inver grove hgts	101-4200-423.60-45		* Total	23.00
12/03/2008	91679	MINNEAPOLIS OXYGEN CO.	cust 113505	101-4200-423.40-42		* Total	23.00
12/03/2008	91681	MN NCPERS LIFE INSURANC	city of inver grove hgts	101-0000-203.16-00		* Total	11.92
12/03/2008	91683	MYLAN, PATRICK	mileage lodging	101-5100-442.50-65 101-5100-442.50-75		* Total	11.92
12/03/2008	91685	NEXTEL COMMUNICATIONS	acct 573073317	101-1100-413.50-20		* Total	304.00
12/03/2008	91686	NEXTEL COMMUNICATIONS	acct 634573312	101-3300-419.50-20		* Total	304.00
12/03/2008	91687	NORTH AMERICAN SALT	city of inver grove hgts	101-5200-443.60-16		* Total	198.63
12/03/2008	91688	NORTH COUNTRY INTERIORS	city of inver grove hgts	101-3300-419.30-70		* Total	362.08
12/03/2008	91692	PETTY CASH	parking conference	101-3200-419.50-80		* Total	45,345.99
			dc bldg officials meeting	101-3300-419.50-80		* Total	45,345.99
						* Total	9,138.08
						* Total	50.00
						* Total	50.00
						* Total	50.00
						* Total	9,288.08
						* Total	6.00
						* Total	8.00

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
12/03/2008	91692	PETTY CASH	sweatshirt	101-3300-419.60-45		12/2008	26.00
			chiefs meeting	101-4000-421.50-70		12/2008	41.93
			nps meeting	101-6000-451.50-65		12/2008	6.50
			car wash taurus	101-5000-441.50-65		12/2008	14.93
					*	Total	103.36
12/03/2008	91700	SCHADEGG, JEFFREY	food for crew	101-4200-423.50-75		12/2008	29.29
			jr fire fighter badges	101-4200-423.60-06		12/2008	687.99
					*	Total	717.28
12/03/2008	91702	SCHLOMKA SERVICES LLC	city of inver grove fd	101-4200-423.40-40		12/2008	150.00
					*	Total	150.00
12/03/2008	91703	SENSIBLE LAND USE COALI	city of inver grove hgts	101-3000-419.50-80		12/2008	200.00
					*	Total	200.00
12/03/2008	91704	SENSIBLE LAND USE COALI	attende; jenn emmerich	101-3200-419.50-80		12/2008	35.00
					*	Total	35.00
12/03/2008	91707	SMITH-THILL, JUDY	education - 2009	101-0000-143.00-00		12/2008	1,795.00
			food - training	101-4200-423.50-75		12/2008	375.24
					*	Total	2,170.24
12/03/2008	91708	SPRINT	acct 16609819	101-4000-421.50-20		12/2008	368.91
					*	Total	368.91
12/03/2008	91709	SPRINT	acct 641378810	101-4200-423.50-20		12/2008	40.99
					*	Total	40.99
12/03/2008	91710	ST PAUL STAMP WORKS INC	acct inver004	101-4200-423.60-45		12/2008	179.65
					*	Total	179.65
12/03/2008	91715	TERRI KENISON	city of inver grove fd	101-4200-423.40-40		12/2008	905.25
					*	Total	905.25
12/03/2008	91718	TRACTOR SUPPLY CREDIT P	acct 603530120183679	101-5200-443.60-16		12/2008	75.77
					*	Total	75.77
12/03/2008	91721	UNITED WAY	city of inver grove hgts	101-0000-203.13-00		12/2008	181.00
					*	Total	181.00
12/03/2008	91723	USA MOBILITY WIRELESS I	acct 61192662	101-4000-421.50-20		12/2008	14.51
					*	Total	14.51
12/03/2008	91727	WAL-MART BUSINESS	acct 6032202530257113	101-4000-421.60-65		12/2008	124.37
					*	Total	124.37
12/03/2008	91730	WHAT WORKS INC	city of inver grove hgts	101-1100-413.30-70		12/2008	2,800.00
			city of inver grove hgts	101-1100-413.30-70		12/2008	1,736.00
					*	Total	4,536.00
12/03/2008	91731	WSB & ASSOCIATES, INC.	city of inver grove hgts	101-5100-442.30-30		12/2008	4,372.00
			city of inver grove hgts	101-5100-442.30-30		12/2008	11,301.00

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
12/03/2008	91732	XCEL ENERGY	acct 5183943582	101-5400-445.40-20		12/2008	28.97
						* Total	28.97
12/03/2008	91733	XCEL ENERGY	acct 5160255967	101-5400-445.40-20		12/2008	29.62
						* Total	29.62
12/03/2008	91734	XCEL ENERGY	acct 5170946691	101-5400-445.40-20		12/2008	30.09
						* Total	30.09
12/03/2008	91735	XCEL ENERGY	acct 5188494737	101-5400-445.40-20		12/2008	107.66
						* Total	107.66
			80 Checks	** Fund Total			210,206.04
12/03/2008	91646	ENSEMBLE CREATIVE & MAR	city of inver grove hgts	201-1600-465.50-25		12/2008	1,500.00
						* Total	1,500.00
12/03/2008	91648	EXPLORE MINNESOTA TOURI	city of inver grove hgts	201-1600-465.50-80		12/2008	259.00
						* Total	259.00
			2 Checks	** Fund Total			1,759.00
12/03/2008	91673	KIMLEY-HORN & ASSOCIATE	city of inver grove hgts	400-6200-453.30-70		12/2008	2,726.85
						* Total	2,726.85
			1 Checks	** Fund Total			2,726.85
11/25/2008	91564	KENNEDY & GRAVEN	city of inver grove hgts	405-9000-570.30-44		11/2008	559.80
						* Total	559.80
			1 Checks	** Fund Total			559.80
12/03/2008	91673	KIMLEY-HORN & ASSOCIATE	city of inver grove hgts	423-5903-723.30-30	0303	11/2008	3,549.67
						* Total	3,549.67
			1 Checks	** Fund Total			3,549.67
11/25/2008	91590	PROSOURCE TECHNOLOGIES,	city of inver grove hgts	425-5906-725.30-70	0506	11/2008	1,565.81
						* Total	1,565.81
			1 Checks	** Fund Total			1,565.81
12/03/2008	91630	BRAUN INTERTEC CORPORAT	city of inver grove hgts	425-5907-725.30-70	0507	12/2008	890.90
			city of inver grove hgts	425-5907-725.30-70	0507	12/2008	424.00
						* Total	1,314.90
			1 Checks	** Fund Total			3,058.56
12/03/2008	91695	PROSOURCE TECHNOLOGIES,	city of inver grove hgts	425-5906-725.30-70	0506	12/2008	3,058.56
						* Total	3,058.56
			3 Checks	** Fund Total			5,939.27
12/03/2008	91629	BONESTROO, ROSENE, ANDE	city of inver grove	426-5904-726.30-30	0604	11/2008	4,165.20
						* Total	4,165.20

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
12/03/2008	91642	E.H. RENNER & SONS INC	drilling well 9	426-5904-726.80-30	0604	12/2008 * Total	13,840.56 13,840.56
				2 Checks	** Fund Total		18,005.76
11/25/2008	91577	MN POLLUTION CONTROL AG	city of inver grove	428-5922-728.30-70	0822	11/2008 * Total	400.00 400.00
12/03/2008	91618	ACE BLACKTOP, INC.	southern lakes trail	428-5923-728.80-30	0823	12/2008 * Total	98,303.05 98,303.05
12/03/2008	91627	BKV GROUP, INC.	city of inver grove hgts	428-5918-728.30-20	0818	12/2008 * Total	104,751.18 104,751.18
12/03/2008	91673	KIMLEY-HORN & ASSOCIATE	city of inver grove hgts	428-5911-728.30-30	0811	11/2008 * Total	2,521.49 2,521.49
12/03/2008	91698	S. M. HENTGES & SONS, I	ravine ponds	428-5910-728.80-30	0810	12/2008 * Total	171,158.48 171,158.48
12/03/2008	91713	STEVENS ENGINEERS INC	city of inver grove	428-5906-728.30-30	0806	12/2008 * Total	451.67 451.67
				6 Checks	** Fund Total		377,585.87
12/03/2008	91645	EMMONS & OLIVIER RESOUR	city of inver grove hgts	429-5901-729.30-30	0901	11/2008 * Total	7,409.25 7,409.25
12/03/2008	91731	WSB & ASSOCIATES, INC.	city of inver grove hgts	429-5901-729.30-30	0901	12/2008 * Total	134.00 134.00
				2 Checks	** Fund Total		7,543.25
11/25/2008	91573	MN DEPT OF TRANSPORTATI	cust 1298	440-5900-740.30-34	0809D	11/2008 * Total	174.70 174.70
12/03/2008	91619	ACE BLACKTOP, INC.	south grove urban st	440-5900-740.80-30	0709D	12/2008 * Total	26,769.50 26,769.50
12/03/2008	91625	ARCON CONSTRUCTION CO I	south grove urban st	440-5900-740.80-30	0809D	12/2008 * Total	67,681.83 67,681.83
12/03/2008	91639	DAKOTA CTY SOIL & WATER	city of inver grove hgts	440-5900-740.30-30	0809D	11/2008 * Total	3,000.00 3,000.00
12/03/2008	91654	GERTENS	cust 103566 cust 103566	440-5900-740.60-65 440-5900-740.60-65	0809D 0809D	12/2008 12/2008 * Total	618.64 252.62 871.26
12/03/2008	91673	KIMLEY-HORN & ASSOCIATE	city of inver grove hgts	440-5900-740.30-30	0809D	11/2008 * Total	491.59 491.59
12/03/2008	91722	URBAN COMPANIES	south grove sod replace	440-5900-740.80-30	0809H	12/2008	1,335.97

City of Inver Grove Heights
 CHECK REGISTER BY FUND

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
11/25/2008	91551	GERTENS	cust 100464	443-5900-743.60-16	** Fund Total	* Total	1,335.97
				7 Checks			100,324.85
11/25/2008	91598	ST. CROIX TREE SERVICE,	city of inver grove hgts	443-5900-743.60-16		11/2008	67.10
						* Total	67.10
12/03/2008	91628	BOLTON & MENK, INC.	city of inver grove hgts	446-5915-746.30-30	0315	12/2008	32,118.30
						* Total	32,118.30
12/03/2008	91645	EMMONS & OLIVIER RESOUR	city of inver grove hgts	446-5905-746.30-30	0705	11/2008	6,027.05
				2 Checks	** Fund Total	* Total	6,027.05
							1,752.10
11/25/2008	91523	A. H. BENNETT COMPANY	acct 13600	501-7100-512.40-40	** Fund Total	* Total	38,145.35
				2 Checks			460.10
							460.10
11/25/2008	91550	G & K SERVICES	acct 7494701	501-7100-512.60-45		11/2008	25.77
			acct 7494701	501-7100-512.60-45		11/2008	27.76
						* Total	53.53
11/25/2008	91555	HOME DEPOT CREDIT SERVI	acct 6035322502691268	501-7100-512.60-16		11/2008	75.46
						* Total	75.46
11/25/2008	91576	MN LIFE INSURANCE CO	policy 0027324	501-7100-512.20-62		11/2008	50.87
						* Total	50.87
11/25/2008	91596	SPRINT	acct 842483314	501-7100-512.50-20		11/2008	582.19
						* Total	582.19
11/25/2008	91599	TDS METROCOM	cust 6515540132	501-7100-512.50-20		11/2008	267.69
						* Total	267.69
11/25/2008	91610	XCEL ENERGY	acct 5160987097	501-7100-512.40-20		11/2008	921.30
						* Total	921.30
12/03/2008	91621	ACE PAINT & HARDWARE	cust 1126	501-7100-512.60-16		11/2008	2.65
			cust 1126	501-7100-512.60-16		11/2008	7.33
						* Total	9.98
12/03/2008	91731	WSB & ASSOCIATES, INC.	city of inver grove hgts	501-7100-512.30-30		12/2008	528.00
						* Total	528.00
11/25/2008	91529	ANCONA TITLE	REQUESTED CREDIT REFUND	502-0000-116.00-00	** Fund Total	11/2008	23.20
						* Total	23.20
				9 Checks			2,949.12

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
11/25/2008	91534	CARLSTEN, SUSAN	REQUESTED CREDIT REFUND	502-0000-116.00-00		11/2008 * Total	63.68 63.68
11/25/2008	91536	CLAUDE WORRELL	REQUESTED CREDIT REFUND	502-0000-116.00-00		11/2008 * Total	567.13 567.13
11/25/2008	91548	FIRST FINANCIAL TITLE A	REQUESTED CREDIT REFUND	502-0000-116.00-00		11/2008 * Total	150.00 150.00
11/25/2008	91550	G & K SERVICES	acct 7494701	502-7200-514.60-45		11/2008	11.04
			acct 7494701	502-7200-514.60-45		11/2008 * Total	11.90 22.94
11/25/2008	91561	JOHNSON, RICHARD W.	REQUESTED CREDIT REFUND	502-0000-116.00-00		11/2008 * Total	69.73 69.73
11/25/2008	91565	LATTERELL, KELLEY	REQUESTED CREDIT REFUND	502-0000-116.00-00		11/2008 * Total	51.11 51.11
11/25/2008	91571	MINNESOTA ABSTRACT & TI	REQUESTED CREDIT REFUND	502-0000-116.00-00		11/2008 * Total	702.01 702.01
11/25/2008	91576	MN LIFE INSURANCE CO	policy 0027324	502-7200-514.20-62		11/2008 * Total	32.74 32.74
11/25/2008	91551	GERTENS	cust 100464	503-8600-527.60-20	9 Checks	11/2008	43.71
			cust 100464	503-8600-527.60-20	** Fund Total	11/2008	21.88
			cust 100464	503-8600-527.60-20		11/2008 * Total	38.43 104.02
11/25/2008	91572	MN DEPT OF HEALTH	license fb1000890506408	503-0000-143.00-00		11/2008 * Total	470.00 470.00
11/25/2008	91576	MN LIFE INSURANCE CO	policy 0027324	503-8000-521.20-62		11/2008	33.31
			policy 0027324	503-8600-527.20-62		11/2008 * Total	38.68 71.99
12/03/2008	91633	CHECKPOINT SYSTEMS INC	acct 166752	503-8500-526.50-55		11/2008 * Total	250.00 250.00
12/03/2008	91653	G & K SERVICES	acct 0157401	503-8600-527.60-45		11/2008	53.32
			acct 0157401	503-8600-527.60-45		11/2008 * Total	56.81 110.13
12/03/2008	91674	LAKE ELMO SOD FARM, LLC	city of inver grove hgts	503-8600-527.60-20		11/2008 * Total	52.84 52.84
12/03/2008	91682	MOXNIHAN, MATT	food for f & B	503-8300-524.76-05		12/2008 * Total	32.81 32.81
12/03/2008	91691	PERFORMANCE DRAFT BEER	inverwood golf course	503-8300-524.40-42		11/2008	30.00

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
12/03/2008	91718	TRACTOR SUPPLY CREDIT P	acct 603530120183679	503-8600-527.60-40		* Total	30.00
						12/2008 * Total	159.95
12/03/2008	91725	VERIZON WIRELESS	acct 480568913	503-8500-526.50-20		12/2008 * Total	8.37
12/03/2008	91737	XCEL ENERGY	acct 5158775110	503-8600-527.40-20		12/2008 * Total	15.33
					** Fund Total		1,305.44
11/25/2008	91527	ALAN MERRICK'S SOCCER A	inver grove hgts p & r	504-6100-452.30-70	R41050	11/2008 * Total	862.50
11/25/2008	91576	MN LIFE INSURANCE CO	policy 0027324	504-6100-452.20-62	R90100	11/2008 * Total	57.65
11/25/2008	91584	O'BRIEN, CHRISTINE	class canceled	504-0000-347.00-00	R10600	11/2008 * Total	8.00
11/25/2008	91600	THE COMPOUND	inver grove hgts p & r	504-6100-452.50-90	R20140	11/2008 * Total	725.00
12/01/2008	91615	FIRST IMPRESSION GROUP,	winter 2008 p/r brochure	504-6100-452.50-35	R90100	11/2008 * Total	1,077.12
12/03/2008	91663	IKON OFFICE SOLUTIONS	acct 1452531017392	504-6100-452.40-65	R90100	12/2008 * Total	262.63
12/03/2008	91664	IKON OFFICE SOLUTIONS	acct 3281870	504-6100-452.40-44	R90100	12/2008 * Total	396.90
12/03/2008	91666	INVER GROVE HEIGHTS SEN	city of inver grove hgts	504-0000-227.10-00		12/2008 * Total	144.00
12/03/2008	91684	NEXTEL COMMUNICATIONS	acct 302193319	504-6100-452.50-20	R90100	12/2008 * Total	84.25
12/03/2008	91714	TARGET BANK	acct 9370	504-6100-452.60-09	R30600	12/2008 * Total	50.13
					** Fund Total		3,668.18
11/25/2008	91526	AL'S COFFEE COMPANY	cust 2269	505-6200-453.60-65	C30100	11/2008 * Total	224.66
11/25/2008	91530	ANDOVER	cust 2269	505-6200-453.76-10	C30100	11/2008 * Total	522.50
11/25/2008	91531	APEC	veterans memorial comm	505-6200-453.76-65	C21500	11/2008 * Total	211.12
11/25/2008	91531	APEC	veterans memorial comm	505-6200-453.60-16	C25000	11/2008 * Total	211.12
					** Fund Total		512.84

City of Inver Grove Heights
 CHECK REGISTER BY FUND

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
11/25/2008	91537	COCA COLA BOTTLING COMP	acct 3291552 acct 3291552 acct 3291554 acct 3291555 acct 3291554 acct 3291552	505-6200-453.60-65 505-6200-453.76-10 505-6200-453.76-10 505-6200-453.76-10 505-6200-453.76-10 505-6200-453.76-10	C30200 C30200 C30100 C30400 C30100 C30200	11/2008 11/2008 11/2008 11/2008 11/2008 11/2008	512.84
			* Total				87.50 181.22 148.15 763.00- 212.92 197.71 64.50
11/25/2008	91538	COMCAST	acct 8772105910127188	505-6200-453.50-70	C10000	11/2008	178.60
			* Total				178.60
11/25/2008	91544	DUROSE, THOMAS	bcbs insurance credit	505-0000-352.01-00	C10100	11/2008	60.00
			* Total				60.00
11/25/2008	91552	GRAINGER	acct 806460150 acct 806460150	505-6200-453.60-16 505-6200-453.60-16	C21000 C21000	11/2008 11/2008	3.80 4.61
			* Total				8.41
11/25/2008	91553	HAWKINS INC	acct 108815 acct 108815	505-6200-453.60-15 505-6200-453.60-15	C25000 C25000	11/2008 11/2008	1,961.52 572.13
			* Total				2,533.65
11/25/2008	91554	HILLYARD INC	acct 267670 acct 267670	505-6200-453.60-11 505-6200-453.60-11	C25000 C21000	11/2008 11/2008	829.95 408.11
			* Total				1,238.06
11/25/2008	91556	HOME DEPOT CREDIT SERVI	acct 6035322017128343	505-6200-453.60-16	C25000	11/2008	102.33
			* Total				102.33
11/25/2008	91557	HUEBSCH SERVICES	acct 92965	505-6200-453.40-40	C21000	11/2008	105.20
			* Total				105.20
11/25/2008	91558	IDEARC MEDIA CORP	acct 390001924527	505-6200-453.50-25	C91000	11/2008	117.00
			* Total				117.00
11/25/2008	91560	JOHNSON CONTROLS	acct 288129520201	505-6200-453.40-40	C21000	11/2008	2,634.67
			* Total				2,634.67
11/25/2008	91569	MERRITT, ANNE	balance of sessions	505-0000-352.35-00	C40000	11/2008	61.00
			* Total				61.00
11/25/2008	91576	MN LIFE INSURANCE CO	policy 0027324	505-6200-453.20-62	C70000	11/2008	161.75
			* Total				161.75
11/25/2008	91578	MONEY MAILER OF THE TWI	inver grove hgts park	505-6200-453.50-25	C91000	11/2008	400.00
			* Total				400.00
11/25/2008	91585	O'CONNOR, TERI	fed ex	505-6200-453.50-35	C10000	11/2008	18.70
			* Total				18.70
11/25/2008	91587	OXYGEN SERVICE COMPANY,	acct 09684	505-6200-453.60-65	C16000	11/2008	12.58
			* Total				12.58

City of Inver Grove Heights
 CHECK REGISTER BY FUND

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
11/25/2008	91591	PUSH PEDAL PULL	veterans mem comm ctr	505-6200-453.40-42	C70000	11/2008	217.16
			veterans mem comm ctr	505-6200-453.40-42	C70000	11/2008	99.73
						* Total	316.89
11/25/2008	91597	SPRUNG SERVICES	city of inver grove	505-6200-453.40-40	C25000	11/2008	555.23
						* Total	555.23
11/25/2008	91599	TDS METROCOM	cust 6515540132	505-6200-453.50-20	C10000	11/2008	134.94
						* Total	134.94
11/25/2008	91603	TRUZINSKI, TAMI	mileage	505-6200-453.50-65	C10100	11/2008	100.85
						* Total	100.85
11/25/2008	91607	VISTAR CORPORATION	cust 10095779	505-6200-453.60-65	C30200	11/2008	15.12
			cust 10095779	505-6200-453.76-05	C30200	11/2008	143.56
						* Total	158.68
11/25/2008	91613	ZHAIVORNOK, ALYA	mileage	505-6200-453.50-65	C16000	11/2008	29.84
						* Total	29.84
12/01/2008	91615	FIRST IMPRESSION GROUP,	winter 2008 p/r brochure	505-6200-453.50-35	C91000	11/2008	1,077.12
						* Total	1,077.12
12/03/2008	91621	ACE PAINT & HARDWARE	cust 1126	505-6200-453.60-16	C25000	12/2008	8.51
			cust 1126	505-6200-453.60-12	C21000	12/2008	7.88
						* Total	16.39
12/03/2008	91650	FASTENAL COMPANY	acct 60814	505-6200-453.60-16	C25000	12/2008	10.64
			acct 60814	505-6200-453.60-40	C25000	12/2008	55.00
						* Total	65.64
12/03/2008	91655	GRAINGER	acct 806460150	505-6200-453.60-16	C21000	12/2008	243.46
			acct 806460150	505-6200-453.40-40	C21000	12/2008	47.42
						* Total	290.88
12/03/2008	91658	HILLYARD INC	acct 267670	505-6200-453.40-42	C25000	12/2008	584.58
						* Total	584.58
12/03/2008	91660	HORSCH, MICHELLE	conflict with schedule	505-0000-352.35-00	C71000	12/2008	19.00
						* Total	19.00
12/03/2008	91661	ICE SKATING INSTITUTE	city of inver grove hgts	505-6200-453.60-65	C40000	12/2008	5.14
						* Total	5.14
12/03/2008	91663	IKON OFFICE SOLUTIONS	acct 1452551017392	505-6200-453.40-65	C10000	12/2008	437.71
						* Total	437.71
12/03/2008	91664	IKON OFFICE SOLUTIONS	acct 3281870	505-6200-453.40-44	C10000	12/2008	926.10
						* Total	926.10
12/03/2008	91672	KIMBALL MIDWEST	acct 222006	505-6200-453.60-12	C25000	12/2008	29.04
						* Total	29.04

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
12/03/2008	91677	MENARDS - WEST ST. PAUL	acct 30170270	505-6200-453.60-16	C25000	* Total	29.04
						12/2008	113.95
						* Total	113.95
12/03/2008	91680	MINNESOTA HOCKEY	city of inver grove hgts	505-0000-352.22-00	C17500	* Total	185.00
						12/2008	185.00
12/03/2008	91685	NEXTEL COMMUNICATIONS	acct 573073317	505-6200-453.50-20	C25000	* Total	270.62
						12/2008	270.62
12/03/2008	91689	OLD WORLD PIZZA	the grove	505-6200-453.76-05	C30100	* Total	217.60
						12/2008	217.60
12/03/2008	91690	OXYGEN SERVICE COMPANY,	cust 9684	505-6200-453.60-65	C16000	* Total	184.64
						12/2008	184.64
12/03/2008	91692	PETTY CASH	certified letter	505-6200-453.50-35	C10000	* Total	10.12
						12/2008	10.12
12/03/2008	91697	RECREATION SUPPLY COMPA	cust m09501	505-6200-453.40-40	C25000	* Total	429.60
						12/2008	429.60
12/03/2008	91701	SCHINDLER ELEVATOR CORP	cust 1077364	505-6200-453.40-40	C25000	* Total	222.48
						12/2008	222.48
12/03/2008	91711	ST. CROIX VALLEY POPCOR	the grove	505-6200-453.76-05	C30200	* Total	78.40
						12/2008	78.40
12/03/2008	91726	VISTAR CORPORATION	acct 10130236	505-6200-453.76-05	C30100	* Total	187.51
						12/2008	187.51
				44 Checks	** Fund Total		15,815.52
11/25/2008	91576	MN LIFE INSURANCE CO	policy 0027324	602-2100-415.20-62		11/2008	1.90
						* Total	1.90
				1 Checks	** Fund Total		1.90
11/25/2008	91535	CARQUEST OF ROSEMOUNT	acct 614420	603-5300-444.40-41		11/2008	108.89
			acct 614420	603-5300-444.40-41		11/2008	108.89
			acct 614420	603-0000-145.50-00		11/2008	133.30
			acct 614420	603-5300-444.40-41		11/2008	39.07
			acct 614420	603-5300-444.40-41		11/2008	10.65
			acct 614420	603-5300-444.40-41		11/2008	92.42
			acct 614420	603-5300-444.60-12		11/2008	19.13
			acct 614420	603-5300-444.40-41		11/2008	129.25
			acct 614420	603-5300-444.40-41		11/2008	22.55
			acct 614420	603-0000-145.50-00		11/2008	15.42
					* Total		440.49
11/25/2008	91543	DON PIEHL	city of inver grove hgts	603-5300-444.60-40		11/2008	275.28
						* Total	275.28

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
11/25/2008	91549	FORCE AMERICA, INC.	acct 366100	603-5300-444.40-41		11/2008 * Total	194.45 194.45
11/25/2008	91550	G & K SERVICES	acct 7494701	603-5300-444.40-65		11/2008	99.35
			acct 7494701	603-5300-444.60-45		11/2008	98.50
			acct 7494701	603-5300-444.40-65		11/2008	99.35
			acct 7494701	603-5300-444.60-45		11/2008	40.61
						* Total	337.81
11/25/2008	91576	MN LIFE INSURANCE CO	Policy 0027324	603-5300-444.20-62		11/2008 * Total	21.42 21.42
11/25/2008	91580	NEXTEL COMMUNICATIONS	acct 2493383315	603-5300-444.50-20		11/2008 * Total	584.76 584.76
11/25/2008	91592	RADIO SHACK	cust 011501000022532	603-5300-444.40-41		11/2008 * Total	42.69 42.69
11/25/2008	91594	SHARROW LIFTING PRODUCT	city of inver grove	603-5300-444.40-40		11/2008 * Total	285.00 285.00
11/25/2008	91595	SHERWIN-WILLIAMS	acct 668254535	603-5300-444.40-40		11/2008 * Total	46.64 46.64
11/25/2008	91602	TOWMASTER TRAILERS INC	cust 2946	603-5300-444.40-41		11/2008 * Total	792.90 792.90
12/03/2008	91632	CARQUEST OF ROSEMOUNT	acct 614420	603-5300-444.40-41		11/2008	4.43
			acct 614420	603-0000-145.50-00		11/2008	24.20
			acct 614420	603-0000-145.50-00		11/2008	14.89
			acct 614420	603-5300-444.40-41		11/2008	26.21
			cust 614420	603-0000-145.50-00		12/2008	46.52
			cust 614420	603-0000-145.50-00		12/2008	16.36
			cust 614420	603-0000-145.50-00		12/2008 * Total	8.75 141.36
12/03/2008	91643	ELECTRIC FIRE & SECURIT	city of inver grove hgts	603-5300-444.40-40		11/2008 * Total	1,182.25 1,182.25
12/03/2008	91649	FACTORY MOTOR PARTS COM	acct 10799	603-0000-145.50-00		11/2008 * Total	42.26 42.26
12/03/2008	91651	FLEXIBLE PIPE TOOL COMP	city of inver grove	603-5300-444.40-41		11/2008 * Total	146.66 146.66
12/03/2008	91657	HANCO CORPORATION	cust 332660	603-5300-444.60-14		12/2008 * Total	154.94 154.94
12/03/2008	91667	INVER GROVE LICENSE CEN	city of inver grove hgts	603-5300-444.80-70		12/2008 * Total	88.00 88.00
12/03/2008	91672	KIMBALL MIDWEST	acct 222006	603-0000-145.50-00		11/2008	8.73
			acct 222006	603-5300-444.60-12		11/2008	253.61

City of Inver Grove Heights
 CHECK REGISTER BY FUND

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
12/03/2008	91693	POMP'S TIRE SERVICE, IN	acct 4502557	603-5300-444.60-14		* Total	262.34
			acct 4502557	603-5300-444.60-14		11/2008	201.35
			acct 4502557	603-5300-444.60-14		11/2008	201.35-
						* Total	400.99
						* Total	400.99
12/03/2008	91705	SHARROW LIFTING PRODUCT	city of inver grove	603-5300-444.40-40		12/2008	445.00
						* Total	445.00
12/03/2008	91706	SHERWIN-WILLIAMS	acct 668254535	603-5300-444.40-40		12/2008	14.06
			acct 668254535	603-5300-444.40-40		12/2008	31.77
						* Total	45.83
						* Total	45.83
12/03/2008	91712	STELLAR ENERGY SERVICES	acct 549	603-5300-444.40-41		12/2008	678.24
						* Total	678.24
12/03/2008	91717	TOTAL CONSTRUCTION & EQ	city of inver grove hgts	603-5300-444.40-40		12/2008	697.95
						* Total	697.95
12/03/2008	91718	TRACTOR SUPPLY CREDIT P	acct 603530120183679	603-5300-444.40-41		12/2008	23.56
						* Total	23.56
12/03/2008	91719	TRUCK UTILITIES, INC.	cust 154	603-5300-444.40-41		12/2008	121.12
						* Total	121.12
12/03/2008	91729	WESTERN PETROLEUM COMPA	city of inver grove	603-5300-444.60-40		12/2008	26.52
						* Total	26.52
11/25/2008	91576	MN LIFE INSURANCE CO	policy 0027324	604-2200-416.20-62	** Fund Total	11/2008	7,478.46
						* Total	.80
						* Total	.80
11/25/2008	91589	PRECISION DATA SYSTEMS	admin copy paper	604-2200-416.60-05		11/2008	485.10
			copy paper	604-2200-416.60-05		11/2008	142.10
						* Total	627.20
12/03/2008	91694	PRECISION DATA SYSTEMS	police copy paper	604-2200-416.60-05		12/2008	524.30
			copy paper fire dept	604-2200-416.60-05		12/2008	230.30
						* Total	754.60
11/25/2008	91576	MN LIFE INSURANCE CO	policy 0027324	605-3100-419.20-62	** Fund Total	11/2008	1,382.60
						* Total	6.85
						* Total	6.85
11/25/2008	91583	NS/I MECHANICAL CONTRAC	cust ctyofigh	605-3100-419.40-40		11/2008	352.40
						* Total	352.40
11/25/2008	91599	TDS METROCOM	cust 6515540132	605-3100-419.50-20		11/2008	418.43
						* Total	418.43

City of Inver Grove Heights
 CHECK REGISTER BY FUND

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
11/25/2008	91605	US POSTMASTER	city of inver grove	605-3100-419.50-35		11/2008 * Total	1,220.62 1,220.62
11/25/2008	91612	ZEE MEDICAL SERVICE	acct 701	605-3100-419.60-65		11/2008 * Total	116.84 116.84
12/03/2008	91659	HOME DEPOT CREDIT SERVI	cust 6035322502061959	605-3100-419.60-11		12/2008 * Total	20.00 20.00
12/03/2008	91665	INTEGRA TELECOM	acct 2129	605-3100-419.40-40		12/2008 * Total	240.19 240.19
12/03/2008	91699	SAM'S CLUB	acct 7715090063580633	605-3100-419.60-11		12/2008 * Total	125.76 125.76
12/03/2008	91716	THYSSENKRUPP ELEVATOR C	cust 941639	605-3100-419.40-40		12/2008 * Total	286.64 286.64
12/03/2008	91736	XCEL ENERGY	acct 5142529960 acct 5142529960	605-3100-419.40-10 605-3100-419.40-20		12/2008 12/2008 * Total	2,231.70 2,659.37 4,891.07
11/25/2008	91524	ADVANCED TECHNOLOGY SYS	cust city inver	606-1400-413.60-10	** Fund Total	11/2008 * Total	768.50 768.50
11/25/2008	91576	MN LIFE INSURANCE CO	policy 0027324	606-1400-413.20-62		11/2008 * Total	8.33 8.33
11/25/2008	91586	OFFICE OF ENTERPRISE TE	svvy 200b00171	606-1400-413.30-75		11/2008 * Total	311.81 311.81
11/25/2008	91606	VERIZON WIRELESS	acct 28058150200001	606-1400-413.50-20		11/2008 * Total	32.07 32.07
12/03/2008	91622	ADVANCED TECHNOLOGY SYS	cust id cityinver	606-1400-413.60-10		12/2008 * Total	176.79 176.79
11/24/2008	91521	WASHINGTON COUNTY SHERI	patrick thomas tix	702-0000-229.10-00	** Fund Total	11/2008 * Total	650.00 650.00
11/25/2008	91532	ARAMARK REFRESHMENT SER	acct 39398 acct 39398	702-0000-228.65-00 702-0000-228.65-00		11/2008 11/2008 * Total	127.89 144.54 272.43
11/25/2008	91566	LILLIE SUBURBAN NEWSPAP	acct 1363 acct 1363 acct 1363 acct 1363	702-0000-228.25-00 702-0000-228.34-00 702-0000-228.34-00 702-0000-228.35-00		11/2008 11/2008 11/2008 11/2008 * Total	11.59 11.59 35.26 11.59 70.03

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
11/25/2008	91576	MN LIFE INSURANCE CO	policy 0027324	703-5500-446.20-62		11/2008 * Total	2.22 2.22
12/03/2008	91656	GREENMAN TECHNOLOGIES O	cust 1770	703-5500-446.40-25		12/2008 * Total	79.00 79.00
				3 Checks	** Fund Total		107.22
				254 Checks	*** Bank Total		907,692.68
				254 Checks	*** Grand Total		907,692.68

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Final Pay Voucher for Southern Lakes Trail Improvement – City Project 2008-23

Meeting Date: December 8, 2008
 Item Type: Consent Agenda
 Contact: Eric Carlson – 651.450.2587
 Prepared by: Eric Carlson
 Reviewed by: Eric Carlson – Parks & Recreation
 Mark Borgwardt - Parks

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 final pay voucher for the Southern Lakes Trail Paving Project to Ace Blacktop Inc. in the amount of \$98,303.05. The project is funded from the Park Acquisition and Development Fund (Fund 402).

SUMMARY

The City Council approved hiring Ace Blacktop Inc. on September 22, 2008 to pave approximately 3,000 lineal feet of trail in the outlot to the east of the Southern Lakes subdivision. The approval included \$101,248.06 for the trail, \$2,600 for Yaggy Colby to survey the pipeline easement and \$10,000 as a contingency for a total of \$113,848.06.

The project had the following expenses:

Ace Blacktop Inc.	Trail Work	\$98,303.05
Yaggy Colby	Survey Koch Pipeline	\$2,600.00
St Croix Tree Service	Tree Removal Work	\$3,450.60
Total		\$104,353.65

CITY OF INVER GROVE HEIGHTS
CONSTRUCTION PAYMENT VOUCHER

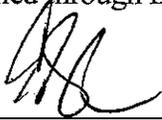
ESTIMATE NO. 1 (Final)
DATE: December 1, 2008
PERIOD ENDING: November 30, 2008
CONTRACT: Southern Lakes Trail Paving Project
PROJECT NO: 2008-23

TO: Ace Blacktop Inc.
7280 Dickman Trail
Inver Grove Heights MN 55076

A. Original Contract Amount \$101,248.06
B. Total Addition (Change Order No. 1)..... NA
C. Total Deductions NA
D. TOTAL CONTRACT AMOUNT \$101,248.05
E. TOTAL VALUE OF WORK TO DATE \$98,303.05
F. LESS RETAINED 5%..... \$0.00
G. Less Previous Payment \$0.00
H. TOTAL APPROVED FOR PAYMENT THIS VOUCHER..... \$98,303.05
I. TOTAL PAYMENTS INCLUDING THIS VOUCHER \$98,303.05

APPROVALS:

Pursuant to our field observations, I hereby recommend for payment the above stated amount for work performed through December 1, 2008.

Signed by:  _____

12-2-08
Date

Signed by: _____
George Tourville, Mayor

Date

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

RESOLUTION NO. _____

**RESOLUTION ACCEPTING WORK FROM ACE BLACKTOP INC. FOR A TOTAL
FINAL PAYMENT OF \$98,303.05**

SOUTHERN LAKES TRAIL PAVINIG – PROJECT 2008-23

WHEREAS, pursuant to a written contract with the City of Inver Grove Heights dated September 24, 2008, Ace Blacktop In., 7280 Dickman Trail, Inver Grove Heights MN 55076, satisfactorily completed improvements.

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 8th day of December 2008.

AYES:

NAYS:

George Tourville, Mayor

ATTEST:

Melissa Rheaume, Deputy Clerk

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Pay Voucher No. 1 for City Project No. 2008-10 – Ravine Ponds Improvement

Meeting Date: December 8, 2008
 Item Type: Consent
 Contact: Scott D. Thureen, 651.450.2571
 Prepared by: Scott D. Thureen, Public Works Director
 Reviewed by: N/A *SDT ST*

Fiscal/FTE Impact:
 None
 Amount included in current budget
 Budget amendment requested
 FTE included in current complement
 New FTE requested – N/A
 Other: Mn/DOT Cooperative Agreement Funds, Closed Bond Fund

PURPOSE/ACTION REQUESTED

Consider Pay Voucher No. 1 for City Project No. 2008-10 – Ravine Ponds Improvement.

SUMMARY

The contract was awarded in the amount of \$425,563.47 to S. M. Hentges & Sons, Inc. on October 27, 2008 for City Project No. 2008-10 – Ravine Ponds Improvement.

The contractor has completed the work through November 28, 2008 in accordance with the contract plans and specifications. A five (5) percent retainage will be maintained until the project is completed.

I recommend approval of Pay Voucher No. 1 in the amount of \$171,158.48 for work completed on City Project No. 2008-10 – Ravine Ponds Improvement.

SDT/kf

Attachments: Pay Voucher No. 1

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

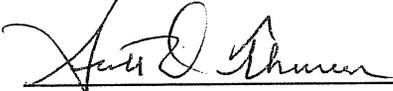
ESTIMATE NO: 1 (One)
DATE: December 2, 2008
PERIOD ENDING: November 28, 2008
CONTRACT: 2008-10 – Ravine Ponds Improvement
PROJECT NO: 2008-10 – Ravine Ponds Improvement

TO: S. M. Hentges & Sons, Inc.
650 Quaker Avenue
Jordan, MN 55352
952-942-5700

Original Contract Amount\$425,563.47
Total Addition\$0.00
Total Deduction\$0.00
Total Contract Amount.....\$425,563.47
Total Value of Work to Date.....\$180,166.82
Less Retained (5%)\$9,008.34
Less Previous Payment.....\$0.00
Total Approved for Payment this Voucher.....\$171,158.48
Total Payments including this Voucher.....\$171,158.48

Approvals:

Pursuant to our field observation, I hereby recommend for payment the above stated amount for work performed through November 28, 2008.

Signed by:  December 2, 2008
Scott D. Thureen, Public Works Director

Signed by: _____
S. M. Hentges & Sons, Inc. Date

Signed by: _____
George Tourville, Mayor December 8, 2008

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Change Order No. 1 and Pay Voucher No. 1 for the Fire Station No. 1 Parking Lot Improvement

Meeting Date: December 8, 2008
 Item Type: Consent
 Contact: Scott D. Thureen, 651.450.2571
 Prepared by: Scott D. Thureen, Public Works Director
 Reviewed by: N/A *SDT*

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

PURPOSE/ACTION REQUESTED

Consider Change Order No. 1 and Pay Voucher No. 1 for the Fire Station No. 1 Parking Lot Improvement.

SUMMARY

The contract was awarded in the amount of \$23,678.59 to Ace Blacktop, Inc., on October 27, 2008 for the Fire Station No. 1 Parking Lot Improvement.

The contractor has completed the work through November 30, 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. 1 was due to some design changes and winter weather field conditions. Change Order No. 1 is funded through Fund 101-4200-423.30-70.

I recommend approval of Change Order No. 1 in the amount of \$5,212.50 for a revised contract amount of \$28,891.09, and Pay Voucher No. 1 in the amount of \$5,707.46 for work completed on the Fire Station No. 1 Parking Lot Improvement.

SDT/kf

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

CHANGE ORDER NO. 1

FIRE STATION NO. 1 PARKING LOT IMPROVEMENT

Owner: City of Inver Grove Heights 8150 Barbara Avenue Inver Grove Heights, MN 55077	Date of Issuance: December 1, 2008
Contractor: Ace Blacktop, Inc.	Engineer: City of Inver Grove Heights

Purpose of Change Order:

Several additions were made to the project due to design changes and winter weather field conditions.

- | | |
|--|---------------|
| 1. Concrete pavement 8" (21.50 x 18' = (387 SF @ \$7.50)) = | 2,902.50 |
| 2. B612 curb & gutter, remove and replace (26 LF @ \$30.00) = | 780.00 |
| 3. Concrete pavement 4" behind curb (30 FT @ \$9.00) = | 270.00 |
| 4. Hi-early Redi mix concrete = | 230.00 |
| 5. Winter concrete service = | 100.00 |
| 6. Frost blankets (14 days) = | 450.00 |
| 7. Temporary bituminous patching around 8" concrete pavement = | <u>480.00</u> |

Total Cost of Change Order No. 1 **\$5,212.50**

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIME
Original Contract Price: \$23,678.59	Original Contract Time:
Previous Change Orders No. ____ \$0.00	Net Change from Previous Change Orders
Contract Price Prior to this Change Order \$23,678.59	Contract Time Prior to this Change Order
Net Increase of this Change Order \$5,212.50	Net Increase (Decrease) of Change Order
Contract Price with all Approved Change Orders \$28,891.09	Contract Time with Approved Change Orders
Recommended By: <u><i>Peter T. Hindman</i></u> Peter T. Hindman, Senior Engineering Technician	Approved By: _____

Approved By:

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

Approved By:

George Tourville, Mayor

Date of City
Council Action:

December 8, 2008

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Pay Voucher No. 5 for City Project No. 2008-09H – South Grove Sod Replacement Project

Meeting Date: December 8, 2008
 Item Type: Consent
 Contact: Scott D. Thureen, 651.450.2571
 Prepared by: Scott D. Thureen, Public Works Director
 Reviewed by: N/A

SDT CS

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

PURPOSE/ACTION REQUESTED

Consider Pay Voucher No. 5 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. To date, the total contract amount is \$105,724.36.

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

I recommend approval of Pay Voucher No. 5 in the amount of \$1,335.97 for work completed on City Project No. 2008-09H – South Grove Sod Replacement Project.

SDT/kf

Attachment: Pay Voucher No. 5

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Change Order No. 4 and Payment Voucher No. 6 for City Project No. 2008-09D – South Grove Urban Street Reconstruction – Area 3

Meeting Date: December 8, 2008
 Item Type: Consent
 Contact: Scott D. Thureen, 651.450.2571
 Prepared by: Scott D. Thureen, Public Works Director
 Reviewed by: N/A *SDT*

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

PURPOSE/ACTION REQUESTED

Consider Change Order No. 4 and Payment Voucher No. 6 for City Project No. 2008-09D – South Grove Urban Street Reconstruction – Area 3.

SUMMARY

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

Change Order No. 4, in the amount of \$63,641.09, is for thirteen items as described in the attachment. All items in the change order are funded from the project contingency fund. The contractor has completed the work through November 30, 2008 in accordance with the contract plans and specifications. A five (5) percent retainage will be maintained until an insurance claim from a resident against the contractor is completed.

I recommend approval of Change Order No. 4 in the amount of \$63,641.09 (for a revised contract amount of \$3,160,685.02), and approval of Payment Voucher No. 6 in the amount of \$67,681.83 for work on City Project No. 2008-09D – South Grove Urban Street Reconstruction Area 3.

SDT/kf

Attachments: Change Order No. 4
 Payment Voucher No. 6

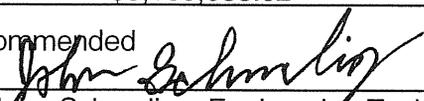
CHANGE ORDER NO. 4

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

Owner: City of Inver Grove Heights 8150 Barbara Avenue Inver Grove Heights, MN 55077	Date of Issuance: December 1, 2008
Contractor: Arcon Construction Co., Inc.. 5973 433 rd Street P.O. Box 159 Harris, MN 55032	Engineer: Public Works Director

PURPOSE OF CHANGE ORDER

See attached.

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIME
Original Contract Price: \$2,990,557.34	Original Contract Time:
Previous Change Orders \$106,486.59	Net Change from Previous Change Orders
Contract Price Prior to this Change Order \$3,097,043.93	Contract Time Prior to this Change Order
Net Increase of this Change Order \$63,641.09	Net Increase (Decrease) of Change Order
Contract Price with all Approved Change Orders \$3,160,685.02	Contract Time with Approved Change
Recommended By:  John Schmeling, Engineering Technician	Approved By: _____ Arcon Construction Co., Inc.

Approved By:

Approved By:

Date of Council Action:



Scott D. Thureen,
Public Works Director

George Tourville, Mayor

December 8, 2008

ATTACHMENT TO CHANGE ORDER NO. 4

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

Description of Changes:

Schedule A Geotextile Fabric for Poor Soil Areas

Several streets in Phase 2 of the project were found to have poor soils which could not be sufficiently bridged with 2 feet of select granular. To stabilize the road base it was determined that geotextile fabric was needed in several areas. The contractor quoted geotextile at \$1.10 per square yard. The total quantity of geotextile installed was 8,700 square yards.

Total Cost of Geotextile = 8,700 SY X \$1.10/SY = \$9,570.00

Rain Garden Opening Removal at 6802 Cloman Avenue

In the original design a rain garden was to be constructed at 6802 Cloman Avenue. The curb opening was constructed and the area for the garden excavated prior to a rain garden agreement being signed. After reviewing the agreement the resident refused to sign without major changes to the agreement. The boulevard was restored and the curb opening replaced. The work was performed as time and materials.

Total for Curb Opening Replacement = \$593.32

Cloman Avenue Corner Cul-de-sac Leveling Course

The crown of the pavement had to be raised in order to provide proper drainage on the asphalt. The center of the corner cul-de-sac had to be raised six inches to provide proper drainage. This change was made after the base course of bituminous was already placed. The leveling course to bring the base up amounted to 80 tons. The contractor agreed to be paid as time and materials.

Total Cost for Leveling Course = \$6,564.96

Remobilization Charges for 67th Street/Clayton Avenue Intersection and 69th Street Extension at the South St Paul Airport

The intersection of 67th Street and Clayton Avenue base course paving was delayed due to the drafting and signing of an access agreement with the Lakebridge Townhome Associations. Due to the delay the contractor had to remobilize in an area that was completed for most of the project. The contractor agreed to be paid an additional charge to cover the remobilization in the amount of \$1,519.35. The end of 69th Street at the South St Paul Airport was originally designed to stop before the end of the property at 3620 Cloman Avenue. To improve the aesthetics the road was extended to the end of the property line. The delay from this design adjustment required remobilization. The contractor agreed to be paid an additional charge to cover the remobilization in the amount of \$217.05.

Total Cost for Remobilization = \$1,519.35 + \$217.05 = \$1,736.40

Patching Along Cloman half Cul-de-sac Valley Gutter

The contractor patched the asphalt along the valley gutter added at the Cloman half cul-de-sac. The contractor agreed to be paid time-and-materials for a total of \$897.80.

Total Cost of Cloman Half Cul-de-sac Valley Gutter Patching = \$897.80

Bituminous Patching Along Sidewalk at 68th Street and Carleda Avenue

In conjunction with the Safe Routes to School project a patch was required along the new sidewalk on Carleda Avenue just north of 68th Street. There was a total of 122 lineal feet of bituminous patching. The total bill for the bituminous patching was \$479.93.

Total Cost of Bituminous Patching = \$479.93

Select Topsoil Borrow Quantity Adjustment

The bid quantity for Select Topsoil Borrow was not calculated using the compacted-volume to loose-volume inflation factor of 1.5 as stated in the special provisions. The bid quantity was calculated as compacted volume but is paid as loose volume per the bid item and special provisions. The contract amount for Select Topsoil Borrow was \$38,610.00.

Total increase in Select Topsoil Borrow Contract Amount = 0.5 X \$38,610.00 = \$19,305
NOTE: This amount will be added to the contract amount and the material is paid for in the schedule A quantity for Item 15 (Select Topsoil Borrow (LV)).

Striping on the Reconstruction

On the Reconstruction there were several stop bars. There was no bid item for stop bars even though the plan called for them. The contractor quoted a unit price of \$2.81 per Lineal Foot for 24" Solid White Line Paint. The total quantity painted was 58 Lineal Feet.

Total Cost of Additional Striping = 58 LF X \$2.81/LF = \$162.98

Cleve Avenue Repair North of 70th Street

In the first few days of construction the Contractor was excavating and filling the road sub-base with salvaged subgrade material from the previous year's street reconstruction project that was called out to be used in the 2008-09D project. After hauling in some of this material it was found to be unsuitable. A 60 foot by 27 foot area of Cleve Avenue just north of 70th Street received this material and it was left in place. Later on after that section of road was paved it was found to be failing and alligator cracking. This area was removed. The contractor agreed to use bid items for removal and re-excavation and time-and-materials for paving. The following is a summary of the charges:

Removals and Re-excavation

Item	Unit	Quantity	Unit Price	Total
REMOVE BITUMINOUS PAVEMENT (FULL DEPTH)	SY	180	\$ 9.67	\$ 1,740.60
COMMON EXCAVATION	CY	110	\$ 8.00	\$ 880.00
AGGREGATE BASE CLASS 5	TON	65	\$ 8.25	\$ 536.25
SELECT GRANULAR BORROW (CV)	CY	60	\$ 8.45	\$ 507.00

Total: \$ 3,663.85

Paving

The total price agreed upon for Labor, Materials, and Equipment = \$2,413.68

Total Cost of Cleve Avenue Repair = \$3,663.85 + \$2,413.68 = \$6,077.53

Miscellaneous Re-excavation

In the first few days of construction the Contractor was excavating and filling the road sub-base with salvaged subgrade material from the previous year's street reconstruction project that was called out to be used in the 2008-09D project. After hauling in some of this material it was found to be unsuitable. Before curb or street pavement was installed on Cloman Avenue the sub-base had to be re-excavated and replaced with suitable material (Total Quantity = 724 CY). There were also two small areas that had to be re-excavated because potholing the subgrade provided inconclusive results (Total Quantity = 46 CY). The contractor agreed to be paid at the contract unit price of \$8.00 per cubic yard for re-excavation.

Total Cost of Re-excavation = (724 CY + 46 CY) X \$8.00/CY = \$6,160.00

Total cost of Schedule A addition = \$9,570 + \$593.32 + \$6,564.96 + \$1,736.40 + \$897.80 + \$479.93 + \$19,305 + \$162.98 + \$6,077.53 + \$6,160.00 = \$51,547.92

Schedule B Striping on the Mill and Overlay

On the Mill and Overlay there was a crosswalk and stop bar at the intersection of 65th Street and Cahill Avenue. The crosswalk at Cahill Avenue was done with a striped pattern instead of a zebra pattern in order to match the other crosswalk patterns. The contract only had a bid item for zebra crosswalks. There was also no bid item for stop bars. The contractor quoted unit prices as follows: 24" Solid Line White Paint = \$2.81 per Lineal Foot, 9" Solid Line White Paint Crosswalk Bands = \$2.53 per Lineal Foot. The total quantities are as follows: 24" Solid Line White Paint = 20.3 Lineal Feet, 9" Solid Line White Paint Crosswalk Bands = 107.2 Lineal Feet.

Total Cost of Additional Striping = 20.3 LF X \$2.81/LF + 107.2 LF X \$2.53/LF = \$328.59

Total cost of Schedule B addition = \$328.59

Schedule C Final Storm Sewer Quantities

In Phase 3 of the Reconstruction the storm sewer had to be partially redesigned to keep the storm sewer above the sanitary sewer. This required the addition of two structures and a modification in the lengths of several pipes. This change order is to cover the increase in contract amount to cover the modifications and final storm sewer quantities. A breakdown of the changes is shown below.

Item No.	Item Description	Unit	Estimated Quantity	Final Quantity	Difference	Contract Unit Price	Addition/ Subtraction
1	REMOVE SEWER PIPE (STORM)	LF	545	524	-21.00	\$ 12.00	\$ (252.00)
4	4" PERF PVC PIPE DRAIN	LF	2,160	2,500	340.00	\$ 9.80	\$ 3,332.00
6	18" RC PIPE SEWER DESIGN 3006 CLASS III	LF	1,110	1,323	213.00	\$ 25.82	\$ 5,499.66
7	21" RC PIPE SEWER DESIGN 3006 CLASS III	LF	1,081	1,005	-76.00	\$ 27.57	\$ (2,095.32)
11	42" RC PIPE SEWER DESIGN 3006 CLASS III	LF	545	544	-1.00	\$ 79.76	\$ (79.76)
14	CONSTRUCT DRAINAGE STRUCTURE DESIGN 48-4020	EAC H	48	50	2.00	\$ 1,505.00	\$ 3,010.00
21	RANDOM RIPRAP, CLASS III	CY	20	30	10.00	\$ 75.00	\$ 750.00

Total: \$10,164.58

Total Increase for final Storm Sewer Quantities = \$10,164.58

NOTE: This amount will be added to the contract amount and the materials are paid for in Schedule C quantities.

Total cost of Schedule C addition = \$10,164.58

Schedule E Gate Valve and Miscellaneous Curb Stop Box Raising

Several gate valves and several curb stop boxes were raised or adjusted to grade for paving. There were a total of 8 gate valves and curb stop boxes. The contractor agreed to a unit price of \$200.00 each.

Total Cost of Gate Valve and Curb Stop Box Raising = 8 X \$200.00 = \$1,600.00

Total cost of Schedule E addition = \$1,600.00

Summary of Additional Services:

<u>Item</u>	<u>Cost</u>
Schedule A	\$51,547.92
Schedule B	\$ 328.59
Schedule C	\$10,164.58
Schedule E	<u>\$ 1,600.00</u>

Total Cost of Revisions \$63,641.09

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

ESTIMATE NO: 6 (Six)
DATE: December 1, 2008
PERIOD ENDING: November 30, 2008
CONTRACT: 2008 Pavement Management Program
PROJECT NO: 2008-09D – Urban Street Reconstruction - South Grove Area 3

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

Original Contract Amount	\$2,990,557.34
Total Addition (Change Order No. 1, 2, 3 and 4).....	\$170,127.68
Total Deduction	\$0.00
Total Contract Amount.....	\$3,160,685.02
Total Value of Work to Date.....	\$3,157,927.40
Less Retained (5%).....	\$157,896.37
Less Previous Payment.....	\$2,932,349.20
Total Approved for Payment this Voucher.....	\$67,681.83
Total Payments including this Voucher	\$3,000,031.03

Approvals:

Pursuant to our field observation, I hereby recommend for payment the above state amount for work performed through November 30, 2008.

Signed by:  December 1, 2008
Scott D. Thureen, Public Works Director

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

Signed by: _____ December 8, 2008
George Tourville, Mayor

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Final Compensating Change Order No. 1, Final Pay Voucher No. 9, Engineer's Final Report, and Resolution Accepting Work for City Project No. 2006-04 – Drilling of City Well No. 9

Meeting Date: December 8, 2008
Item Type: Consent
Contact: Scott D. Thureen, 651.450.2571
Prepared by: Scott D. Thureen, Public Works Director
Reviewed by: *SDT CS*

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED

Consider Final Compensating Change Order No. 1, Final Pay Voucher No. 9, Engineer's Final Report, and Resolution Accepting Work for City Project No. 2006-04 – Drilling of City Well No. 9.

SUMMARY

The improvements were ordered by the City Council on November 13, 2007. The contract was awarded to E. H. Renner & Sons, Inc. in the amount of \$294,960.00 on January 14, 2008.

Final Compensating Change Order No. 1 is a decrease of (\$18,148.72). This decrease was due to less development effort being required. The final contract amount is \$276,811.28.

Public Works and Bonestroo recommend approval of Final Compensating Change Order No. 1 for a decrease of (\$18,148.72), Final Pay Voucher No. 9 in the amount of \$13,840.56, Engineer's Final Report, and Resolution Accepting Work for City Project No. 2006-04 – Drilling of City Well No. 9.

SDT/kf

- Attachments:
- Final Compensating Change Order No. 1
 - Final Pay Voucher No. 9
 - Engineer's Final Report
 - Resolution Accepting Work

FINAL COMPENSATING CHANGE ORDER NO. 1

CITY PROJECT NO. 2006-04 – DRILLING OF CITY WELL NO. 9

Owner: City of Inver Grove Heights 8150 Barbara Avenue Inver Grove Heights, MN 55077	Date of Issuance: December 1, 2008
Contractor: E. H. Renner & Sons, Inc. 15688 Jarvis Street NW Elk River, MN 55330	Engineer: City of Inver Grove Heights

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

Purpose of Change Order:

A larger quantity of material was removed from the well; therefore, the cost was more than offset by the less development effort required.

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIME
Original Contract Price: \$294,960.00	Original Contract Time:
Previous Change Orders \$0.00	Net Change from Previous Change Orders
Contract Price Prior to this Change Order \$294,960.00	Contract Time Prior to this Change Order
Net Decrease of this Change Order (\$18,148.72)	Net Increase (Decrease) of Change Order
Contract Price with all Approved Change Orders \$276,811.28	Contract Time with Approved Change Orders
Recommended	Approved
By:  Scott D. Thureen, Public Works Director	By: _____ E. H. Renner & Sons, Inc.

Approved By:



Scott D. Thureen,
Public Works Director

Approved By:

George Tourville, Mayor

Date of Council Action

December 8, 2008



Owner: City of Inver Grove Heights, 8150 Barbara Avenue, Inver Grove Heights, MN 550	Date: November 7, 2008
For Period: 10/3/2008 to 11/7/2008	Request No: 9 AND FINAL
Contractor: E.H. Renner & Sons, Inc. 15688 Jarvis Street NW, Elk River, MN, 55330	

CONTRACTOR'S REQUEST FOR PAYMENT

DEEP WELL NO. 9

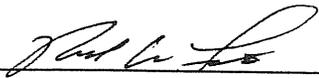
BONESTROO FILE NO. 000476-07004-0

CITY PROJECT NO. 2006-4

SUMMARY

1	Original Contract Amount		\$ 294,960.00
2	Change Order - Addition	\$ 0.00	
3	Change Order - Deduction	\$ 18,148.72	
4	Revised Contract Amount		\$ 294,960.00
5	Value Completed to Date		\$ 276,811.28
6	Material on Hand		\$ 0.00
7	Amount Earned		\$ 276,811.28
8	Less Retainage 0%		\$ 0.00
9	Subtotal		\$ 276,811.28
10	Less Amount Paid Previously		\$ 262,970.72
11	Liquidated damages -		\$ 0.00
12	AMOUNT DUE THIS REQUEST FOR PAYMENT NO. <u>9 AND FINAL</u>		\$ <u>13,840.56</u>

Recommended for Approval by:
BONESTROO



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



Approved by Owner:
CITY OF INVER GROVE HEIGHTS

George Tourville

Mayor

Specified Contract Completion Date:

Date:

December 8, 2008

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

ENGINEER'S REPORT OF FINAL ACCEPTANCE

CITY PROJECT NO. 2006-04 – DRILLING OF CITY WELL NO. 9

December 1, 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 E. H. Renner & Sons, Inc. The work consisted of the drilling of City Well No. 9.

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	\$294,960.00
FINAL CONTRACT AMOUNT	\$276,811.28
FINAL CHANGE ORDER NO. 1	(\$18,148.72)
FINAL VALUE OF WORK	\$276,811.28
PREVIOUS PAYMENTS	\$262,970.72
BALANCE DUE	\$13,840.56

Sincerely,



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

SDT/kf

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

RESOLUTION ACCEPTING WORK OF E. H. RENNER & SONS, INC. AND AUTHORIZING FINAL
PAYMENT IN THE AMOUNT OF \$13,840.56

CITY PROJECT NO. 2006-04 – DRILLING OF CITY WELL NO. 9

RESOLUTION NO. _____

WHEREAS, pursuant to a written contract with the City of Inver Grove Heights dated November 13, 2007, E. H. Renner & Sons, Inc., 15688 Jarvis Street NW, Elk River, MN 55330, satisfactorily completed improvements and appurtenances for City Project No. 2006-04 – Drilling of City Well No. 9.

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 8th day of December 2008.

AYES:

NAYS:

George Tourville, Mayor

ATTEST:

Melissa Rheaume, Deputy Clerk

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Final Compensating Change Order No. 9, Final Pay Voucher No. 9, Engineer's Final Report, and Resolution Accepting Work for City Project No. 2007-09D – South Grove Urban Street Reconstruction – Area 2

Meeting Date: December 8, 2008
Item Type: Consent
Contact: Scott D. Thureen, 651.450.2571
Prepared by: Scott D. Thureen, Public Works Director
Reviewed by: N/A *SDT CB*

Fiscal/FTE Impact:

- None
- Amount included in current budget
- Budget amendment requested
- FTE included in current complement
- New FTE requested – N/A
- Other: Pavement Management Fund, Special Assessments, MSA Funds, Water Fund, Sewer Fund

PURPOSE/ACTION REQUESTED

Consider Final Compensating Change Order No. 9, Final Pay Voucher No. 9, Engineer's Final Report, and Resolution Accepting Work for City Project No. 2007-09D – South Grove Urban Street Reconstruction – Area 2.

SUMMARY

The improvements were ordered as part of the 2007 Pavement Management Program. The contract was awarded in the amount of \$2,963,971.52 to Ace Blacktop, Inc., on May 14, 2007 for City Project No. 2007-09D South Grove Urban Street Reconstruction - Area 2.

Final Compensating Change Order No. 9 is a decrease of (\$320,063.85) due, primarily, to using smaller quantities of select common borrow because of the good quality of existing soils.

I recommend approval of Final Compensating Change Order No. 9 for a decrease of (\$320,063.85), for a final contract amount of \$2,676,950.15, Final Pay Voucher No. 9 in the amount of \$26,769.50 Engineer's Final Report, and a Resolution accepting work for City Project No. 2007-09D – South Grove Urban Street Reconstruction - Area 2.

SDT/kf

- Attachments: Final Compensating Change Order No. 9
 Final Pay Voucher No. 9
 Engineer's Final Report
 Resolution Accepting Work

FINAL COMPENSATING CHANGE ORDER NO. 9

Project: Urban Street Reconstruction – South Grove Area 2

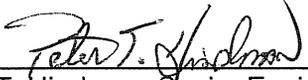
City Project: 2007-09D

Owner: City of Inver Grove Heights 8150 Barbara Avenue Inver Grove Heights, MN 55077	Date of Issuance: December 2, 2008
Contractor: Ace Blacktop, Inc. 7280 Dickman Trail Inver Grove Heights, MN 55076	Engineer: City of Inver Grove Heights

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

Purpose of Change Order:

Due to using smaller quantities of select common borrow because of the good quality of existing soils, and miscellaneous adjustments to quantities used, relative to the original estimates.

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIME
Original Contract Price: \$2,963,971.52	Original Contract Time:
Previous Change Orders (No. 1, 2, 3, 4, 5, 6, 7, 8) \$33,042.48	Net Change from Previous Change Orders
Contract Price Prior to this Change Order \$2,997,014.00	Contract Time Prior to this Change Order
Net Decrease of this Change Order No. 9 (\$320,063.85)	Net Increase (Decrease) of Change Order
Contract Price with all Approved Change Orders \$	Contract Time with Approved Change Orders
Recommended	Approved
By:  Pete T. Hindman, Senior Engineering Technician	By: _____ Ace Blacktop, Inc.

Approved By:



Scott D. Thureen, City Engineer

Approved By:

George Tourville, Mayor

Date of Council Action

December 8, 2008

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

ENGINEER'S REPORT OF FINAL ACCEPTANCE

CITY PROJECT NO. 2007-09D
SOUTH GROVE URBAN STREET RECONSTRUCTION – AREA 2

December 2, 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 Ace Blacktop, Inc. The work consisted of full reconstruction of Clay Court East, 73rd Court East, 73rd Street East from Cahill Avenue East to Clay Avenue East, 73rd Street East from Cleve Avenue East to Dawn Avenue East, Upper 73rd Street East from Cleve Avenue East to Dawn Avenue East, 74th Street East from Carmen Avenue East to Clay Avenue East, 74th Street East from Cloman Way East to Concord Boulevard East, Carmen Avenue East from 75th Street East to 73rd Street East, Clay Avenue East from 75th Street East to 72nd Street East, Cleadis Way East from 75th Street East to Cleve Avenue East, Cloman Way East from 75th Street East to Cleve Avenue East, Cooper Avenue East from 73rd Street East to 72nd Street East, Craig Avenue East from 75th Street East to 73rd Street East, and Dawn Avenue East from 75th Street East to 71st Street East, including curb and gutter replacement, grading, drainage, storm sewer, miscellaneous water main and hydrant replacements, and bituminous paving.

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	\$2,963,971.52
FINAL CONTRACT AMOUNT	\$2,676,950.15
TOTAL ADDITIONS (CHANGE ORDER NOS. 1, 2, 3, 4, 5, 6, 7, 8)	\$33,042.48
TOTAL DEDUCTIONS (CHANGE ORDER NO. 9)	(\$320,063.85)
FINAL VALUE OF WORK	\$2,676,950.15
PREVIOUS PAYMENTS	\$2,650,180.65
BALANCE DUE	\$26,769.50

Sincerely,



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

SDT/kf

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

**RESOLUTION ACCEPTING WORK OF ACE BLACKTOP, INC. AND AUTHORIZING FINAL
PAYMENT IN THE AMOUNT OF \$26,769.50**

**CITY PROJECT NO. 2007-09D
SOUTH GROVE URBAN STREET RECONSTRUCTION – AREA 2**

RESOLUTION NO. _____

WHEREAS, pursuant to a written contract with the City of Inver Grove Heights dated May 14, 2007, Ace Blacktop, Inc., 7280 Dickman Trail, Inver Grove Heights, MN 55077, satisfactorily completed improvements and appurtenances for City Project No. 2007-09D – South Grove Urban Street Reconstruction – Area 2.

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 8th day of December 2008.

AYES:
NAYS:

George Tourville, Mayor

ATTEST:

Melissa Rheame, Deputy Clerk

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Payment to Ace Blacktop for work performed on the 65th Street and Cahill Avenue Sidewalk Extension (City Project No. 2007-01)

Meeting Date: December 8, 2008
Item Type: Consent
Contact: Steve Dodge, 651.450.2541
Prepared by: Steve Dodge, Asst. City Engineer
Reviewed by: Scott D. Thureen, Public Works Director

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: State Aid and Pavement Management Fund

PURPOSE/ACTION REQUESTED

Consider Payment to Ace Blacktop for work performed on the 65th Street and Cahill Avenue Sidewalk Extension (City Project No. 2007-01)

SUMMARY

The City Council awarded a construction contract on August 27, 2007 in the amount of \$21,895.85 to Curb Masters for City Project No. 2007-01 - 65th Street and Cahill Avenue Sidewalk Extension. On October 22, 2007, final payment was approved.

Neglected in the final payment was work performed by Ace Blacktop, a subcontractor. Engineering Staff has reviewed Ace Blacktop's request and invoice and confirmed that items were missed in the final payment. See the enclosed Memo and Invoice for details.

I recommend approval of payment to Ace Blacktop, a subcontractor, in the amount of \$2,323.75 for City Project No. 2007-01 – 65th Street and Cahill Avenue Sidewalk Extension.

SD/kf
Attachments: Memo from Engineering Staff
Invoice form Ace Blacktop

Memo

To: Steve Dodge, Assistant City Engineer

From: Mike Edwards, Senior Engineering Technician *ME*

Date: 12/2/2008

Re: 2007-01 Invoice

Attached is the invoice from Ace Blacktop for the additional bituminous quantities that were not paid to the contractor when project 2007-01 was completed and payment was submitted by Adam Fitzpatrick. This payment amount was arrived as follows and is agreed to by Alex Schield from Ace Blacktop.

<u>Item</u>	<u>Quantity</u>	<u>Multiplier</u>	<u>Unit Price</u>	<u>Cost</u>
Driveway Patch	58 SY	1.6	\$27.50/SY	\$ 2552.00
Street Patches	32 SY	1.6	\$27.50/SY	\$1408.00
Amount Previously Paid	59.5 SY	-	\$27.50/SY	<u>-\$1636.25</u>
Amount Owed to Contractor				\$2323.75

Please have a check drawn for \$2323.75, made payable to Ace Blacktop and sent to Ace Blacktop at 7280 Dickman Trail Inver Grove Heights, MN 55076.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Resolution Accepting Individual Project Order (IPO) No. 12 from Kimley-Horn and Associates, Inc. for Preliminary Drainage Analysis and Preparation of a Feasibility Report for City Project No. 2009-09D – South Grove Street Reconstruction – Areas 4, 5 & 6

Meeting Date: December 8, 2008
Item Type: Consent
Contact: Steve Dodge, 651.450.2541
Prepared by: Steve Dodge, Asst. City Engineer
Reviewed by: Scott D. Thureen, Public Works Director

SDT

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

PURPOSE/ACTION REQUESTED

Consider resolution accepting I.P.O. No. 12 and awarding a contract to Kimley-Horn and Associates, Inc. for preliminary drainage analysis and preparation of a Feasibility Report for City Project No. 2009-09D – South Grove Street Reconstruction – Areas 4, 5, & 6.

As part of the Pavement Management Program, Areas 4, 5, & 6 of the South Grove neighborhood (see attached map) have been identified for reconstruction beginning in 2009. The area includes 562 parcels and 5.18 miles of streets. The area is too large to consider as a single project. A feasibility report is needed to review options for dividing the area into the most effective project sizes to maximize the benefit of state aid funding. In addition, there will be large areas of water main replacement which will limit the size of project that can be reasonably completed within one construction season. The storm water management system from 75th Street East to 78th Street East covers a large area and is interconnected. A comprehensive analysis of this system needs to be completed. Finally, we do not want to be working on Dawn Avenue while the Concord Boulevard project is underway because it serves as a detour route.

Due to the amount and complexity of work involved with this project, City staff is unable to complete this work in-house. At Council direction, following a discussion at the October 27, 2008 study meeting, we requested a proposal from Kimley-Horn and Associates, Inc. for this work. That proposal is attached. Kimley-Horn's proposed fee for the work is \$36,630.

I recommend that the Council adopt the resolution accepting I.P.O. No. 12 and awarding a contract to Kimley-Horn and Associates, Inc., for preliminary drainage analysis and preparation of a Feasibility Report for City Project No. 2009-09D – South Grove Street Reconstruction – Areas 4, 5, & 6.

SD/kf
Attachments: Map
Individual Project No. Order 12
Resolution

INDIVIDUAL PROJECT ORDER NUMBER TWELVE (12)

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

Identification of Project: South Grove Urban Street Reconstruction Areas 4, 5 & 6
City Project 2009-09D

General Category of Services: Feasibility Study Phase Services

Specific Scope of Basic Services: Preliminary drainage analysis and preparation of feasibility study and report.
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: Preliminary Drainage Area Map & Layout
Feasibility Study and Report

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

Special Terms of Compensation: None

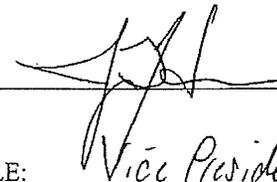
Other Special Terms of Individual Project Order: None

ACCEPTED:

CITY OF INVER GROVE HEIGHTS

KIMLEY-HORN AND ASSOCIATES, INC.

BY: _____

BY:  _____

TITLE: _____

TITLE: Vice President

DATE: _____

DATE: 12/2/08

EXHIBIT A
SCOPE OF SERVICES

INDIVIDUAL PROJECT ORDER (IPO) NO. 12

SOUTH GROVE URBAN STREET RECONSTRUCTION AREAS 4, 5 & 6

This IPO includes feasibility study phase services for South Grove Urban Street Reconstruction Areas 4, 5, and 6. These services are detailed below.

A. Preliminary Drainage Analysis

We will perform a preliminary drainage analysis including areas 4, 5 and 6 and prepare a drainage area map. As part of the analysis, we will identify the necessary upgrades and replacements to the existing system and provide a preliminary layout of the proposed storm sewer system. We will also identify possible locations for regional stormwater BMPs.

B. Proposed Improvements

The feasibility study and report will identify the proposed street, storm drainage, and utility improvements included as a part of the project.

C. Construction Phasing

We will analyze multiple options (up to three) for the phasing of construction improvements. Availability of State Aid funds, drainage patterns, and maintaining a manageable project size for budgeting and constructability purposes will be taken into consideration when developing phasing options. We will provide a recommendation for phasing of construction.

D. Preliminary Cost Estimate

We will prepare a preliminary engineer's estimate of probable construction costs based on the recommended phasing of proposed improvements

E. Financing Plan

We will work with City staff to develop a proposed financing plan based on the recommended phasing of proposed improvements. The method of project financing will be consistent with that of previous South Grove projects. We have assumed the City will provide tax identification numbers and street addresses for the properties to be assessed. We have also assumed the City will hire the appraiser to define sustainable

assessments by property.

F. Schedule

We will provide a proposed project schedule for the implementation of the recommended phasing of proposed improvements.

G. Report Preparation

We will provide a feasibility study and report detailing the results of the work tasks described above. We will provide the City with three (3) copies of a draft report and fifteen (15) copies of the final version of the report. We will also provide the City with an electronic copy of the report.

H. Project Management/Meetings

We will attend up to two (2) project meetings with City staff, one (1) public open house meeting, one (1) City Council work session, and one (1) City Council meeting/public hearing to present the results of the feasibility study.

EXHIBIT B
ESTIMATED COSTS

INDIVIDUAL PROJECT ORDER (IPO) NO. 12

SOUTH GROVE STREET RECONSTRUCTION AREAS 4, 5 & 6

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

<u>Work Task</u>	<u>Estimated Fee</u>
Feasibility Study Phase	
A. Preliminary Drainage Analysis	\$ 15,330
B. Proposed Improvements	\$ 3,260
C. Construction Phasing	\$ 1,630
D. Preliminary Cost Estimate	\$ 3,140
E. Financing Plan	\$ 2,490
F. Schedule	\$ 630
G. Report Preparation	\$ 4,500
H. <u>Project Management/Meetings</u>	\$ 4,520
Subtotal	\$ 35,500
<u>Reimbursable Expenses</u>	\$ 2,130
Total	\$ 37,630

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, \$37,630 including all labor and reimbursable expenses. Please see the attached spreadsheet for a more detailed breakdown of costs.

EXHIBIT C
SCHEDULE

INDIVIDUAL PROJECT ORDER (IPO) NO. 12

SOUTH GROVE STREET RECONSTRUCTION AREAS 4, 5 & 6

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

City Council Authorize Preparation of Feasibility Report	December 8, 2008
City Council Receive Feasibility Report and Call Public Hearing	January 26, 2009
Public Open House	February 11, 2009
Public Hearing and City Council Authorize Preparation of Final Plans and Specifications	February 23, 2009

**DETAILED ESTIMATED COST SUMMARY
SOUTH GROVE URBAN STREET RECONSTRUCTION AREAS 4, 5 & 6
CITY OF INVER GROVE HEIGHTS**

PREPARED BY: KIMLEY-HORN AND ASSOCIATES, INC.
December 2, 2008

TITLE	CLIENT MANAGER	PROJECT MANAGER	DESIGN ENGINEER	CADD TECHNICIAN	CLERICAL	TOTAL COST	TOTAL HOURS
FEASIBILITY STUDY SERVICES							
A) Preliminary Drainage Analysis							
Field Investigation	0	4	4	0	0	\$890	8
Develop Drainage Area Map	0	4	40	8	0	\$5,020	52
Analyze Existing System	2	8	32	0	0	\$4,340	42
Generate Proposed Storm System Layout	1	4	24	8	0	\$3,710	37
Identify Locations for Regional BMPs	1	2	8	2	0	\$1,370	13
B) Proposed Improvements							
Identify Proposed Improvements	2	8	16	4	0	\$3,260	30
C) Construction Phasing							
Provide Phasing Staging Recommendation	2	4	4	4	0	\$1,630	14
D) Preliminary Cost Estimate							
Generate Preliminary Cost Estimate	2	4	16	8	0	\$3,140	30
E) Financing Plan							
Develop Proposed Financing Plan	2	8	12	0	0	\$2,490	22
F) Schedule							
Prepare Project Schedule	0	2	4	0	0	\$630	6
G) Report Preparation							
Prepare Feasibility Study & Report	4	8	16	8	8	\$4,500	44
H) Project Management/Meetings							
Attend City Staff Meetings (2)	2	6	4	2	0	\$1,690	14
Attend City Council & Open House Meetings (3)	6	8	4	4	0	\$2,830	22
PROJECT SUBTOTALS	24	70	184	48	8	\$35,500	334
REIMBURSABLE EXPENSES						\$2,130	
PROJECT TOTALS						\$37,630	334

**CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY**

**RESOLUTION ACCEPTING INDIVIDUAL PROJECT ORDER (IPO) NO. 12 FROM KIMLEY-HORN
AND ASSOCIATES, INC. FOR PRELIMINARY DRAINAGE ANALYSIS AND PREPARATION OF A
FEASIBILITY REPORT FOR CITY PROJECT NO. 2009-09D – SOUTH GROVE STREET
RECONSTRUCTION – AREAS 4, 5 & 6**

RESOLUTION NO. _____

WHEREAS, as part of the City's Pavement Management Program, South Grove – Areas 4, 5, & 6 have been identified for reconstruction starting in 2009; and

WHEREAS, in order to complete the design and construction plans in a timely manner for the Pavement Management Program – Urban Reconstruction Project – City Project No. 2009-09D (South Grove Areas 4, 5, & 6), assistance of a consulting engineering firm is required for preparing the preliminary drainage analysis and Feasibility Report, and

WHEREAS, City staff requested, and received, a proposal from Kimley-Horn and Associates, Inc.; and

WHEREAS, based on the experience of the firm, the scope and associated fee for the proposed services, it was decided that Kimley-Horn and Associates, Inc. be selected as the consulting firm for City Project No. 2009-09D (South Grove – Areas 4, 5, & 6).

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

1. The proposal of Kimley-Horn and Associates, Inc. is accepted and staff is authorized to enter into a contract with Kimley-Horn and Associates, Inc. in the amount of \$36,630 for preliminary drainage analysis and preparation of a Feasibility Report for the Pavement Management Program – Urban Street Reconstruction Project, City Project No. 2009-09D (South Grove – Areas 4, 5, & 6).
2. The preparation of a feasibility report is authorized.
3. Funding is provided through the Pavement Management Fund, Special Assessments, State Aid Funds, and Water Fund.

Adopted by the City Council of Inver Grove Heights, Minnesota this 8th day of December 2008.

AYES:
NAYS:

George Tourville, Mayor

ATTEST:

Melissa Rheume, Deputy Clerk

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Community Development Block Grant Application – Fiscal Year 2009

Meeting Date: December 8, 2008
 Item Type: Regular
 Contact: Thomas J. Link: 651-450-2546
 Prepared by: Tom Link, Director of Comm. Dev.
 Reviewed by: NA

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 (Revenue)

PURPOSE/ACTION REQUESTED

The City Council is to consider the adoption of the attached Resolution Approving Application for Fiscal Year 2009 Dakota County Community Development Block Grant Funding.

SUMMARY

The Community Development Block Grant (CDBG) is a federal program which benefits low and moderate income individuals and neighborhoods. The City annually makes application for these funds through the Dakota County Community Development Agency (CDA).

The Federal appropriation for the CDBG program has been gradually shrinking in recent years, though it is expected to remain stable this next year. The City's 2009 CDBG allocation is expected to be about \$118,000. The status of existing CDBG activities is provided in an attached memo.

There continues to be a strong interest in both the Doffing Avenue Acquisition Program and the Housing Rehabilitation Program. With the DNR grant, the City must identify additional matching funds for the Doffing Avenue Acquisition Program. The CDBG rules state that no more than 50% of a year's grant can be used for acquisition programs. It would be wise if the City were to allocate the maximum amount, about \$59,000, to the Doffing Avenue Acquisition Program. The City continues to search for additional means of funding the Doffing Avenue Program from other sources. The remaining CDBG allocation of \$59,000 could be allocated to the Housing Rehabilitation Program since there is a continued need for housing rehabilitation funds.

Staff recommends the adoption of the Resolution Approving Application for Fiscal Year 2009 Dakota County Community Development Block Grant Funding and the allocation of \$58,000 to the Doffing Avenue Acquisition Program and \$58,000 to the Housing Rehabilitation Program.

TJL/kf

Enc: Resolution Approving Application for Fiscal Year 2009 Dakota County CDBG
Funding
Memo regarding status of CDBG programs
Housing Rehabilitation Program literature

CDBG 2009

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

RESOLUTION NO.

**A RESOLUTION APPROVING THE APPLICATION OF THE CITY OF INVER GROVE
HEIGHTS FOR FISCAL YEAR 2009 DAKOTA COUNTY COMMUNITY
DEVELOPMENT BLOCK GRANT FUNDING**

WHEREAS, the City of Inver Grove Heights is a participating jurisdiction with the Dakota County CDBG Entitlement Program for Fiscal Year 2009 (ending June 30, 2010); and

WHEREAS, the Dakota County CDA is a Subgrantee of Dakota County for the administration of the CDBG Program; and

WHEREAS, the Dakota County CDA has requested FY09 CDBG applications to be submitted by December 15, 2008.

NOW, THEREFORE, BE IT RESOLVED that the City of Inver Grove Heights hereby approves the following:

1. The FY09 CDBG application is approved by the City Council, and the City Administrator is authorized to execute it on behalf of the City.
2. The Dakota County CDA is designated as the administrative entity to carry out the CDBG program on behalf of the City, subject to future Subrecipient Agreements that may be required for specific CDBG-funded activities.

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

AYES:
NAYS:

George Tourville, Mayor

ATTEST:

Melissa Rheaume, Deputy Clerk

MEMO
CITY OF INVER GROVE HEIGHTS

TO: Mayor and Council

FROM: Thomas J. Link, Director of Community Development

DATE: December 3 for City Council Meeting of December 8, 2008

SUBJECT: CDBG Activities – Status Update

The following is the current status of various CDBG projects, with their balance as of October 31, 2008:

Housing Rehabilitation Program - \$79,833.91

Historically, the City has spent a large amount of its CDBG funds on the Housing Rehabilitation Program. This is consistent with the main purpose of the CDBG program, which is to address community housing needs for low and moderate income households. The balance of the 2007 and 2008 grants are \$79,833.91.

The program has assisted 37 homeowners in the past four years. Attached, for Council information, is information from the CDA that explains the Housing Rehabilitation Program in more detail.

Acquisition of Doffing Avenue Properties - \$0

This program allows the City to acquire, on a voluntary basis, properties on Doffing Avenue for flood plain purposes. Eventually it is the City's intent to use the properties as part of Heritage Park. This program is long-term and will require on-going financial commitments. There has been a strong interest in the program, as evident by the City's acquisition of seventeen properties. Most recently, the CDA has responded to inquiries from six property owners.

The Minnesota Department of Natural Resources has provided the City with \$1.2 million for this acquisition program. The DNR grant requires a dollar-for-dollar match. The City has used a Minnesota Pollution Control Agency (MPCA) Supplemental Environmental Program Grant, City general funds, CDBG grants, and the sale proceeds from a tax forfeit property to match the full amount of the DNR grant. The balance of the MPCA grant, CDBG, and sales proceeds have been spent. The only funds remaining is the City's budgeted amount of \$150,000 per year. The total is far short of the necessary matching funds. The City continues to depend on the CDBG grant for matching funds to the DNR grant.

CDA Dakota County
Community Development Agency
.....
1228 Town Centre Drive
Eagan, MN 55123

Home Improvement Loan Program

Revised June 2008

About the Dakota County CDA

.....

The Dakota County Community Development Agency (CDA) was established in 1971 and has grown into one of the largest local providers of housing and community development programs in Minnesota. The CDA currently administers over 30 programs that are guided by the agency's mission to improve the lives of Dakota County residents through affordable housing and community development.

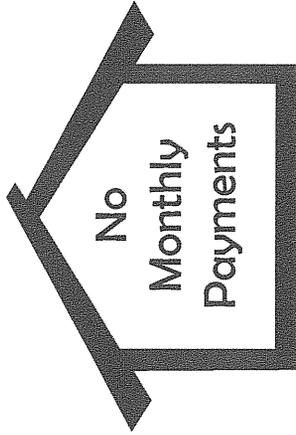
The CDA serves the communities and residents of Dakota County. Located south of Minneapolis and St. Paul, Dakota County includes first, second and third ring suburbs and is one of the fastest growing counties in Minnesota.

This brochure highlights the Home Improvement Loan Program. Each year the CDA provides roughly 100 home improvement loans to upgrade the housing stock in Dakota County. Funding for this program comes from the federal Community Development Block Grant Program. The Home Improvement Loan Program is part of the CDA's Homeownership Connection services.

For more information about the CDA, visit www.dakotacda.org.

Home Improvement Loan Program

.....



*Providing low interest,
fixed rate improvement
loans to Dakota County
homeowners.*

.....

**Dakota County
CDA**

Dakota County's Home Improvement Loan Program

Finance your home fix-up with a Home Improvement Loan from the Dakota County Community Development Agency (CDA). Funds are commonly used for roof replacement, furnace replacement, electrical and plumbing repairs, insulation and many other improvements.

Loan Features

- No Monthly Payments
- Repayable when ownership changes or you move from the property. May be required to repay the loan if you refinance your home or take out a home equity loan.
- Maximum loan amount is \$25,000. For mobile homes the maximum loan amount is \$5,000.
- Zero percent, deferred loans available for homeowners earning less than 50% of area median income.
- Homeowners earning between 50-80% of area median income can qualify for a 3% interest deferred loan.
- Mobile home loans are not charged interest.

How to Qualify

Eligible applicants must own their home, have sufficient equity in the property, a satisfactory credit history and a gross annual income under the limits listed below.

Household Size	0% Interest Loan	3% Interest Loan
1	\$28,300	\$43,050
2	\$32,350	\$49,200
3	\$36,400	\$55,350
4	\$40,450	\$61,500
5	\$43,700	\$66,400
6	\$46,900	\$71,350
7	\$50,150	\$76,250
8+	\$53,400	\$81,200

These income limits are as of February 2008 and are subject to change.

The Process

If you qualify, the CDA will inspect your home, prepare specifications and assist you in obtaining at least two bids for the work to be done.

Loan proceeds are kept on account for you by the CDA and payments are made directly to the contractors on your behalf when the work is completed.

Inspection of work in progress and upon completion is required by both you and the CDA before payment is made.

For more information or to request an application contact:

Mark Hanson
CDA Rehab Loan Specialist
(651) 675-4469
mhanson@dakotacda.state.mn.us

Applications are also available to download on the CDA's Web site at www.dakotacda.org/homeowners.htm

Completed applications will be reviewed for eligibility and all personal information will be kept private per Minnesota State Law.



The Home Improvement Loan Program is part of the CDA's Homeownership Connection services providing homebuyers and homeowners with resources to be successful. For more information about the Homeownership Connection, visit the CDA's Web site at www.dakotacda.org.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Contractor for Temporary Ground Cover Establishment at Heritage Village Park

Meeting Date: December 8, 2008
 Item Type: Consent Agenda
 Contact: Eric Carlson – 651.450.2587
 Prepared by: Eric Carlson
 Reviewed by: Eric Carlson – Parks & Recreation
 Mark Borgwardt - Parks

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

Recommend awarding a quote to Central Landscaping Inc. in the amount not to exceed \$17,000 to provide temporary ground cover of the 50-acre Heritage Village Park Site. This additional funding request will be funded out of the Park Acquisition and Development Fund (Fund 402).

SUMMARY

Emmons & Olivier Resources Inc. (EOR) prepared the National Pollutant Discharge Elimination System (NPDES) permit for the site. As a part of the Storm Water Pollution Prevention Plan (SWPPP) we are required to provide temporary ground cover over the site. We secured quotes for the work as follows:

Contractor	Quote
Central Landscaping Inc.	\$15,000 + tax
Carl Bolander & Sons	\$15,750 + tax
Total Repair	\$23,750 + tax

The quote includes MN Dot Type #1 straw mulch cover at a rate of 2-tons per acre as required.

**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
ROBIN M. HENNIX
DAVID S. KENDALL
JEROME M. PORTER
BRIDGET McCAULEY NASON
•
HAROLD LEVANDER
1910-1992
•
ARTHUR GILLEN
1919 - 2005
•

MEMO

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

TO: Inver Grove Heights Mayor and Councilmembers
FROM: Timothy J. Kuntz, City Attorney
DATE: December 8, 2008
RE: Independent Contractor Agreement – Rex Landscaping, L.L.P.

Section 1. Background. Rex Landscaping, L.L.P. (“Rex Landscaping”) assisted the City in the location and marking of burial plots in Union Cemetery. The City would now like to engage Rex Landscaping as an independent contractor to provide internment services at Union Cemetery. The internment services would consist of burial plot excavation; observation of vault placement and backfilling of the burial plots. Accordingly, the City proposes to enter into an Independent Contractor Agreement with Rex Landscaping.

Section 2. Salient Provisions. The salient provisions of the proposed Independent Contractor Agreement with Rex Landscaping are as follows:

- a.) Rex Landscaping is compensated for the internment services by the individuals seeking those services, whether directly or through their agents, including morticians and funeral homes. The City does compensate Rex Landscaping for the internment services.
- b.) Rex Landscaping may perform other services, in addition to internment services, for individuals for additional fees.
- c.) Rex Landscaping is not responsible for disturbed remains because Rex Landscaping receives direction from the City as to the location of the burial plots.
- d.) The City will indemnify, defend and hold Rex Landscaping harmless with respect to claims relating to the location of remains within Union Cemetery or the disturbance, movement or disinterment of any remains within Union Cemetery.
- e.) The Agreement is terminable by either party upon sixty (60) days written notice.

Section 3. Council Consideration. The Council is asked to consider approving the attached Resolution and Agreement.

TJK:dme

L:\CLIENTS\810\81000\01000\correspondence\Memo to Mayor and Councilmembers re Rex Landscaping Independent Contractor Agreement, November 24, 2008.doc

INDEPENDENT CONTRACTOR AGREEMENT
RELATING TO INTERNMENT SERVICES
FOR THE CITY OF INVER GROVE HEIGHTS

THIS INDEPENDENT CONTRACTOR AGREEMENT RELATING TO INTERNMENT SERVICES FOR THE CITY OF INVER GROVE HEIGHTS (“Agreement”) is made this _____ day of December, 2008, by and between Rex Landscaping, L.L.P., a Minnesota limited liability partnership (“Rex Landscaping”), and the City of Inver Grove Heights, a Minnesota municipal corporation (“City”). Subject to the conditions and terms of this Agreement and in reliance upon the representations, warranties and covenants of the parties herein contained, the parties hereby agree as follows:

ARTICLE 1
RECITALS

Recital No. 1: The City is a statutory city operating under Optional Plan A form of government pursuant to Chapter 412 of Minnesota Statutes. Under Minnesota law, the City Council has the authority to enter into service contracts on behalf of the City.

Recital No. 2: The City finds that Rex Landscaping, L.L.P. is a limited liability partnership that has the requisite qualifications, skills, background, and experience to perform internment services for the City at Union Cemetery, which is owned and operated by the City.

Recital No. 3: By this Agreement, the City retains Rex Landscaping, L.L.P. as an independent contractor to perform internment services for the City.

ARTICLE 2
DEFINITIONS

2.1 Terms. The following terms, unless elsewhere defined specifically in this Agreement, shall have the following meanings as set forth below.

2.2 City. "City" shall mean the City of Inver Grove Heights, a Minnesota municipal corporation.

2.3 Rex Landscaping. "Rex Landscaping" shall mean Rex Landscaping L.L.P., a Minnesota limited liability partnership.

2.4 Internment Services. "Internment Services" shall mean all of the following duties, services, and activities at Union Cemetery:

- 1.) Excavation of burial plots.

- 2.) Observation of vault placement.
- 3.) Backfilling of burial plots.

Internment Services shall specifically exclude final compaction of burial plots and landscaping of burial plots.

ARTICLE 3 **INTERMENT SERVICES**

3.1 Use Of Internment Services. City does hereby retain Rex Landscaping, as an independent contractor, to perform Internment Services at Union Cemetery.

3.2 Performance Of Internment Services. Rex Landscaping, as an independent contractor, does hereby agree to provide Internment Services for the City.

3.3 Manner Of Performance. Rex Landscaping shall be available to perform Internment Services as the need for the same arises.

Rex Landscaping shall devote whatever time is needed to perform the Internment Services herein. Rex Landscaping is responsible for setting its own work schedule and hours such that the Internment Services are performed in a timely and diligent manner. Rex Landscaping shall be solely responsible for the manner in which the results are obtained.

Rex Landscaping shall furnish its own computer hardware and software, office equipment, supplies, materials, and tools necessary to perform the Internment Services.

3.4 Compensation For Internment Services. Rex Landscaping has determined that the fee for the performance of Internment Services is \$650. Rex Landscaping shall seek compensation from and make compensation arrangements directly with individuals seeking the performance of the Internment Services, or their designated agents, including morticians and funeral homes. The City shall have no obligation to compensate Rex Landscaping for its performance of Internment Services.

Rex Landscaping shall not change the \$650 fee amount without first obtaining City approval.

3.5 Employees and Subcontractors. As an independent contractor, Rex Landscaping may hire, supervise, and pay employees and/or subcontractors to assist in the performance of the Internment Services herein. However, Rex Landscaping shall remain ultimately responsible for the work, results, and services performed hereunder. Rex Landscaping shall be solely responsible for the training, supervision, and instruction of its employees and subcontractors. Rex Landscaping shall be solely responsible for the payment of any employees and/or subcontractors it retains in the performance of the Internment Services herein, and shall be solely

responsible for all withholding requirements and income taxes with respect to the same, including but not limited to payment of all FICA, social security, medicare, and other employment-related taxes and withholdings.

If Rex Landscaping hires employees to assist in the performance of the Internment Services herein, Rex Landscaping shall be solely responsible for providing worker's compensation and unemployment insurance coverage for its employees, as required by law.

If Rex Landscaping hires employees to assist in the performance of Internment Services herein, Rex Landscaping shall be responsible for obtaining a federal employer identification number from the Internal Revenue Service.

3.6 Reimbursement for Expenses. As an Independent Contract, Rex Landscaping shall not receive reimbursement for mileage, meals, travel costs, or other business expenses. Rex Landscaping shall be solely responsible for furnishing its own office space, equipment, materials, tools, and supplies necessary to perform the Internment Services herein.

If Rex Landscaping performs any services other than the Internment Services for a third party, Rex Landscaping may charge the third party for those services.

3.7 Status of Independent Contractor. Nothing contained in this Agreement shall be deemed to create an employer-employee relationship between the City and Rex Landscaping. At all times, Rex Landscaping shall act as an independent contractor and shall exercise independent supervision and control over the means and manner by which it performs the Internment Services.

Rex Landscaping shall be responsible for the performance and completion of the Internment Services, and shall be solely responsible for the setting of the work hours and schedules necessary to complete the Internment Services set forth herein. The City does not provide training or instruction to Rex Landscaping or its employees and subcontractors.

The City recognizes that Rex Landscaping is engaged in an independent business and makes its services available to the general public on a regular and consistent basis. Accordingly, this Agreement sets no restrictions on Rex Landscaping work with other municipalities, governmental units, persons, or entities so long as no conflict of interest exists.

As an independent contractor, Rex Landscaping shall not receive any pension or fringe benefits, including but not limited to Public Employee's Retirement Association (PERA) contributions, vacation or sick leave, disability, health, medical or dental insurance, holiday pay, or other benefits.

The City recognizes that Rex Landscaping has made a significant investment in the equipment and supplies necessary to perform the Internment Services. The City does not provide equipment, supplies, tools, or materials for Rex Landscaping. Rex Landscaping shall be solely responsible for

providing the equipment, supplies, tools, and materials necessary to perform the Internment Services.

The City shall provide to Rex Landscaping an IRS Form 1099 with respect to the consideration paid to Rex Landscaping by the City for the Internment Services. Rex Landscaping, not the City, is obligated to pay all state and federal taxes on the amounts it receives from the City.

Nothing contained in this Agreement shall be deemed to create a joint venture or partnership or joint enterprise between Rex Landscaping and the City.

3.8 Rex Landscaping Not Responsible for Disturbed Remains. The City has diligently undertaken and completed a comprehensive mapping of Union Cemetery, which was established in the Civil War era, to account for and locate graves and remains. The parties recognize the inherent limitations of that mapping process due to lost or inaccurate records. Given these circumstances, Rex Landscaping shall not be responsible if, in the performance of the Internment Services, it disturbs the remains of another decedent, unless such disturbance is caused by its negligence or willful misconduct or that of its employees, contractors, agents, affiliates, or licensees.

3.9 Termination. Either party may terminate this Agreement with or without cause upon sixty (60) days prior written notice to the other party at the following addresses:

If to City: City of Inver Grove Heights
Attention: City Administrator
8150 Barbara Avenue
Inver Grove Heights, MN 55076

If to Rex Landscaping: Rex Landscaping, L.L.P.
Attention: Tim Rechtzigel
2721 86th Street East
Inver Grove Heights, MN 55076

ARTICLE 4
INDEMNIFICATION

4.1 Indemnification. Except for any Claims, as hereinafter defined, that arise out of, result from or relate to the negligence or willful misconduct of Rex Landscaping (or its employees, contractors, agents, affiliates, or licensees), the City agrees to indemnify, defend and hold Rex Landscaping 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 ("Claims"), that Rex Landscaping incurs or suffers, after the date hereof, which arise out of, result from or relate to any claim against the Rex Landscaping with respect to the following:

- 1.) Location of remains within Union Cemetery; and
- 2.) Disturbance, movement, or disinterment of any remains within Union Cemetery.

Nothing contained herein shall be deemed a waiver by the City of any governmental immunity defenses, statutory or otherwise. Further, any and all claims brought by Rex Landscaping, its successors or assigns, shall be subject to any governmental immunity defenses of the City and the maximum liability limits provided in Minnesota Statutes, Chapter 466.

ARTICLE 5 **MISCELLANEOUS**

5.1 Assignment. No party may assign this Agreement without the advance written consent of the other party.

5.2 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.

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

5.4 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.

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

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

5.7 Binding Effect. This Agreement shall be binding upon the parties.

5.8 Waiver. The waiver of any breach of any term or condition of this Agreement shall not be deemed a waiver of any other or subsequent breach whether like or different in nature.

5.9 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.

[The remainder of this page has been intentionally left blank.]

IN WITNESS WHEREOF, the parties have executed this Agreement, the day and year first set forth above.

ATTEST:

CITY OF INVER GROVE HEIGHTS

Melissa Rheume
Deputy City Clerk

By: _____
George Tourville
Its: Mayor

REX LANDSCAPING, L.L.P.

By: _____
Tim Rechtzigel
Its: Managing Partner

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

RESOLUTION NO. _____

**A RESOLUTION APPROVING AN INDEPENDENT CONTRACTOR AGREEMENT
WITH REX LANDSCAPING, L.L.P.**

WHEREAS, the City seeks the performance of internment services, consisting of excavation of burial plots, observation of vault placement and backfilling of burial plots, at Union Cemetery; and

WHEREAS, Rex Landscaping, L.L.P. performs internment services;

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

- 1.) The attached Independent Contractor Agreement is hereby approved.
- 2.) The attached Independent Contractor Agreement shall become effective upon execution.
- 3.) The Mayor and Deputy Clerk are authorized to execute the attached Independent Contractor Agreement.

Passed by this City Council this 8th day of December, 2008.

George Tourville, Mayor

Attest:

Deputy Clerk

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

CONSIDER RENEWAL FOR HEALTH AND DENTAL INSURANCE FOR 2009

Meeting Date: December 8, 2008
 Item Type: Consent
 Contact: Jenelle Teppen , Asst. City Admin
 Prepared by:
 Reviewed by:

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED Approve attached resolution authorizing the City’s contract with HealthPartners for group health and dental insurance coverage for City employees for 2009.

SUMMARY The City annually renews its medical and dental insurance provided to employees. We have, for ten years, held a contract with HealthPartners for the health and dental insurance provided to employees.

During contract negotiations this past year we agreed to officially form a committee of employees and Union Business Agents to review our health insurance options (prior to this year we had an ‘unofficial’ committee that served the same purpose).

We have renewed our contract with HealthPartners after receiving and reviewing those options at the consensus and direction of the committee.

Every five years local governments are required under Minnesota State Statutes to receive Requests for Proposals on their insurance coverage’s for their employees; we last did that in 2005 and will again do it in 2009.

HealthPartners proposed premiums for 2009:

	Plan One	Plan Two	Plan Three (HRA/VEBA)	Plan Four (HDHP/HSA)
Single	\$556.91	\$483.81	\$397.32	\$353.87
Single + 1	\$1,253.05	\$1,088.57	\$893.98	\$796.20
Family	\$1,453.56	\$1,262.75	\$1,037.02	\$923.61

These figures represent an 18% increase to premiums over the 2008 rates. Based on the original renewal from HP we were due a 21% increase. Through negotiations, Financial Concepts and staff were able to bring it down to 18%.

The City’s current contributions were negotiated with the bargaining groups and are in place for 2009.

According to the City Code, Group Insurance shall be determined by Council resolution.

In the interests of serving our employees, the renewal with HealthPartners has been initiated. This should ensure that employees will receive the benefits of the plan by the first of January, 2009 without undue problems.

Premiums for dental insurance are increasing by 7.5%. Dental insurance is a voluntary benefit and is paid in full by the employee on a pre-tax basis and through payroll deduction. The premiums for dental insurance are:

Single \$41.28
Family \$131.92

I recommend that the attached resolution be approved authorizing the City to enter into an agreement with HealthPartners to provide health and dental insurance commencing January 1, 2009.

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

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING THE CITY OF INVER GROVE HEIGHTS TO ENTER INTO AN
AGREEMENT WITH HEALTHPARTNERS TO PROVIDE HEALTH AND DENTAL
INSURANCE FOR EMPLOYEES COMMENCING JANUARY 1, 2009.**

BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS AS FOLLOWS:

Whereas, the City of Inver Grove Heights provides access to health and dental insurance to its employees, and ;

Whereas, the City through its benefits consultant, Financial Concepts has reviewed and recommended the 2009 renewal with HealthPartners, and;

Whereas, HealthPartners plans and premiums will meet the needs of both the City and its employees, and;

Therefore, be it resolved that the City of Inver Grove Heights City Council hereby authorizes staff to enter into an agreement with HealthPartners to provide health and dental insurance for employees commencing January 1, 2009.

Adopted by the City Council of Inver Grove Heights, Minnesota, this 8th day of December, 2008.

Ayes:

Nays:

George Tourville, Mayor

ATTEST:

Melissa Rheaume, Deputy City Clerk

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Approval of 2009 Park and Recreation Department Fees

Meeting Date: December 8, 2008
Item Type: Consent Agenda
Contact: Eric Carlson – 651.450.2587
Prepared by: Eric Carlson
Reviewed by: Eric Carlson – Parks & Recreation

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

PURPOSE/ACTION REQUESTED

Approve attached 2009 Park and Recreation Department Fees.

SUMMARY

The City Council reviewed the 2009 Park and Recreation Department Fees at their November 10, 2008 Work Study Session. There were no comments received from the Council. Staff recommends approval of the fees as presented.

Proposed 2009 City of Inver Grove Heights Parks & Recreation Fees



Parks & Recreation

Item	Frequency	2008 Resident	2008 Non-Resident	2009 Resident	2009 Non-Resident
Park Shelters *	Per 5 hour block	\$43.00	\$65.00	\$49.00	\$70.00
Picnic Kit *	NA	\$10.75	\$21.50	\$12.00	\$22.00
Volleyball Kit *	NA	\$21.50	\$43.00	\$22.00	\$40.00
Bocce Ball Set *	NA	\$10.75	\$21.50	\$12.00	\$22.00
Croquet Set *	NA	\$10.75	\$21.50	\$12.00	\$22.00
Tug-o-War Rope *	NA	\$5.50	\$10.75	\$6.00	\$12.00
Horseshoe Kit *	NA	\$5.50	\$10.75	\$6.00	\$12.00
Additional trash barrels/picnic tables	NA	\$21.50	\$27.00	\$22.00	\$30.00
Outdoor Ice Rink *	Per hour	\$21.50	\$27.00	\$22.00	\$30.00
Outdoor Ice Rink w/attendant *	Per hour	\$32.25	\$37.50	\$33.00	\$38.00
Outdoor Rink Lights	Per hour	\$21.50	\$27.00	\$27.00	\$33.00
Neighborhood Park/School Athletic Field	Per use	\$21.50	\$32.25	\$22.00	\$33.00
Rich Valley Baseball Field	Per gm/practice	\$59.00	\$75.00	\$65.00	\$80.00
Rich Valley Softball Field	Per gm/practice	\$37.50	\$59.00	\$43.00	\$65.00
Rich Valley Soccer Field	Per gm/practice	\$59.00	\$75.00	\$65.00	\$80.00
Rich Valley ½ Soccer Field	Per gm/practice	NA	NA	\$35.00	\$40.00
Rich Valley Lights	Per hour	\$27.00	\$32.25	\$33.00	\$43.00
Rich Valley Field Tournament Fee	Per field/day	\$106.75	\$133.50	\$150.00	\$300.00
Rich Valley Additional Maintenance Service- staff, equipment and supplies (4 fields or less)	Per hour	\$43.00	\$49.00	\$49.00	\$54.00
Rich Valley Additional Maintenance Service- staff, equipment & supplies (5 fields or more)	Per hour	\$64.25	\$75.00	\$70.00	\$80.00
Rich Valley Additional Maintenance Service-labor & supplies	Per hour	\$32.25	\$37.50	\$40.00	\$45.00
**IGH Baseball, Softball & Soccer Association Tournament Fee	Per field/day	\$55.00	NA	\$60.00	NA

- *Requires damage deposit
- **Fee applies only if athletic association is in good standing with annual Rich Valley contribution
- Fees include tax
- Manager has discretion to negotiate off peak time usage rates



Inver Wood Golf Course

Item	Frequency	2008 Resident	2008 Non-Resident	2009 Resident	2009 Non-Resident
Championship Course-18 Hole	Per Round	\$36.00		\$36.00	
Championship Course-9 Hole	Per Round	\$22.00		\$22.00	
Championship Course-18 Hole Patron	Per Round	\$29.00		\$29.00	
Championship Course-9 Hole Patron	Per Round	\$17.00		\$17.00	
Championship Course-18 Hole Senior	Per Round	\$22.00		\$22.00	
Championship Course-18 Hole Junior	Per Round	\$23.00		\$23.00	
Championship Course-9 Hole Junior	Per Round	\$14.00		\$14.00	
Champ Course-18 Hole Group Outing	Per Round	\$64.00		\$64.00	
Champ Course-9 Hole Group Outing	Per Round	\$45.00		\$45.00	
Executive Course-9 Hole	Per Round	\$16.00		\$16.00	
Executive Course-9 Hole Patron	Per Round	\$13.00		\$13.00	
Executive Course-9 Hole Senior	Per Round	\$8.50		\$8.50	
Executive Course-9 Hole Junior	Per Round	\$8.50		\$8.50	
Executive Course-Group Outing	Per Round	\$18.00		\$18.00	
Golf Car Rental-18 Hole	Per Round	\$34.00		\$34.00	
Golf Car Rental-9 Hole	Per Round	\$20.00		\$20.00	
Golf Car Rental -9 Hole Executive	Per Round	\$12.00		\$12.00	
Pull Cart Rental	Per Round	\$3.75		\$3.75	
Patron Card	Per Season	\$40.00	\$55.00	\$40.00	\$55.00
Driving Range Balls-Large	Per Bucket	\$6.75		\$6.75	
Driving Range Balls-Medium	Per Bucket	\$4.25		\$4.25	
Driving Range Balls-Small	Per Bucket	\$2.75		\$2.75	

- All fees include tax



VMCC/Grove

Item	Frequency	2008 Resident	2008 Non-Resident	2009 Resident	2009 Non-Resident
Armory Room A, B, C	Per Hour	\$21.35	\$32.03	\$22.00	\$33.00
Community Room 1, 2, 3	Per Hour	\$26.69	\$37.36	\$27.00	\$38.00
Drill Floor – Athletic	Per Hour	\$44.83	\$61.92	\$50.00	\$65.00
Drill Floor – Trade Show	Per Day	\$421.66	\$837.99	\$425.00	\$850.00
Drill Floor-Wedding	Per Hour	\$64.05	\$64.05	\$65.00	\$65.00
Drill Floor – Wedding	Per Day	\$837.99	\$837.99	\$850.00	\$850.00
West Rink-Turf	Per Hour	NA	NA	\$75.00	\$75.00
Drill Floor-Kitchen Use	Per day	\$70.00	\$70.00	NA	NA
Membership – Single Enrollment Fee	One-Time	\$79.00	\$89.00	\$49	\$59
Membership – Dual Enrollment Fee	One-Time	\$79.00	\$90.00	\$49	\$59
Membership – Household Enrollment Fee	One-Time	\$79.00	\$90.00	\$49	\$59
Membership – Senior (60+)	Annual	\$401.98		\$408	
Membership – Single	Annual	\$532.34		\$541	
Membership – Dual	Annual	\$738.68		\$745	
Membership – Household (up to 6)	Annual	\$858.23		\$867	
Membership – PCA added to household	Annual	\$180		\$192	
Membership – Senior (60+)	Monthly	\$39.41		\$40	
Membership – Single	Monthly	\$52.19		\$53	
Membership – Dual	Monthly	\$72.42		\$73	
Membership – Household (up to 6)	Monthly	\$84.14		\$85	
Membership – PCA added to household	Monthly	\$15.00		\$16	
City Emp. Membership – Senior (60+)	Monthly	\$32.00		\$32	
City Emp. Membership – Single	Monthly	\$42.00		\$42	
City Emp. Membership – Dual	Monthly	\$62.00		\$62	
City Emp. Membership – Household	Monthly	\$72.00		\$72	
Corporate Membership – Senior	Monthly			\$36	
Corporate Membership – Single	Monthly			\$48	
Corporate Membership - Dual	Monthly			\$66	
Corporate Membership - Household	Monthly			\$77	
Daily Admission after 8:00pm	Daily	\$4.26		\$4.25	
Daily Admission – Youth/Senior	Daily	\$7.46		\$7.50	
Daily Admission – Adult	Daily	\$7.46		\$7.50	
Daily Admission – Household	Daily	\$19.17		\$19.50	
10-time Pass – Youth/Senior	10 Visits	\$54.32		\$59	
10-time Pass – Adult	10 Visits	\$60.71		\$64	
10-time Pass – Household	10 Visits	\$162.95		\$163	
Personal Training	Per 1 hour	\$30.00		\$50.00	

Item	Frequency	2008 Resident	2008 Non-Resident	2009 Resident	2009 Non-Resident
Open Gym	Daily	\$3.00		\$3.00	
Open Gym – Members	Daily	Free		Free	
Open Skate	Daily	\$4.00		\$4.00	
Open Skate – Members	Daily	Free		Free	
Open Skate – Members (w/skate rental)	Daily	\$2.00		\$2.00	
Skate Rental	Daily	\$2.00		\$2.00	
Skate Sharpening	Daily	\$4.00		\$4.00	
Open Hockey	Daily	\$5.00		\$5.00	
Towel Rental	Daily	\$1.00		\$1.00	
Lock Rental	Daily	\$1.00		\$1.00	
Locker Rental	Annual	\$90.00		\$100.00	
Locker Rental	Monthly	\$10.00		\$11.00	
Leisure Pool	Per Hour	\$450.00		\$450.00	
Lap Pool	Per Hour	\$90.00		\$90.00	
Diving Well	Per Hour	\$65.00		\$65.00	
Swim Event (Lap and Diving)	Per Hour	\$125.00		\$125.00	

- All month-to-month members can receive a 15% discount off 12 months paid in full
- All fees include tax
- Pool rentals includes lifeguard fee(s)
- Swim Event rental does not include lifeguard fee(s)
- Employee membership rates are also available to City Council members, active Commission members, and all full time military personnel located at the VMCC.
- Seasonal staff working at the VMCC are afforded free use of the facility if they have worked the previous pay period, this does not include their spouse or family members.

	Monday – Friday		Saturday & Sunday	
	Prime	Non Prime	Prime	Non Prime
	3:00pm – 9:59pm	Before 3:00pm and after 10pm	7:00am – 8:59pm	Before 7:00am and after 9:00pm
September 1, 2008 – March 15, 2009	\$185	\$130	\$185	\$130
	Monday – Friday		Saturday & Sunday	
	Prime	Non Prime	Prime	Non Prime
	5:00pm – 8:59pm	Before 5:00pm and after 9:00pm	9:00am – 7:59pm	Before 9:00am and after 8:00pm
March 16, 2009 – August 31, 2009	\$145	\$116	\$145	\$116
2009 Private Lessons*	\$70	\$65	\$70	\$65
ISD 199 Gym Class Rate	\$70			

- * - Certain restrictions apply to availability, reservations, and terms of usage.
- Fees do not include tax
- Manager has discretion to negotiate early and late ice time rates

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

FINE ASSOCIATES (VANSOUTH LIMITED PARTNERSHIP)

Meeting Date: December 8, 2008
 Item Type: Consent Agenda
 Contact: Allan Hunting 651.450.2554
 Prepared by: Allan Hunting, City Planner
 Reviewed by:

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

PURPOSE/ACTION REQUESTED

Consider a Resolution relating to a time extension to utilize a Conditional Use Permit for a Fast-Food Restaurant located in the Southridge Shopping Center.

- Requires 4/5th's vote.

SUMMARY

Vansouth Limited Partnership received approval of a conditional use permit for a fast food restaurant to be located in the southwest corner of the building that contains Office Max. The restaurant at that time was to be a Jimmy Johns. The City approved Resolution #06-230 on December 11, 2006.

ANALYSIS

A conditional use permit comes void two years after being granted by the Council unless it is used prior to the expiration of the two-year period. A maximum one time extension may be requested. A time limit extension is good for one year from the day and month of the original conditional use permit approval. The current conditional use permit expires on December 11, 2008.

Vansouth is requesting a one year extension to the existing conditional use permit. The original tenant did not lease the space and therefore Vansouth would like the ability to market the location for one more year as a fast food restaurant location.

The surrounding area remains a commercial center and there has not been any change to the character of the area that would suggest a fast food restaurant is no longer a good fit

Planning Staff Recommends approval of the extension of the Conditional Use Permit.

Planning Commission Not applicable.

Parks and Recreation Not applicable.

Attachments: CUP time extension Resolution
 Original conditional use permit
 Letter from applicant

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

RESOLUTION NO. _____

A RESOLUTION APPROVING A TIME EXTENTION FOR A PERIOD OF ONE (1) YEAR FOR A CONDITIONAL USE PERMIT FOR A FAST-FOOD RESTAURANT TO BE OPERATED OUT OF THE SOUTHEAST CORNER OF THE EXISTING OFFICE MAX BUILDING, 1440 MENDOTA ROAD

WHEREAS, an application was approved by the City Council on December 11, 2006 for a Conditional Use Permit for a Fast-Food Restaurant for property legally described as:

Lot 2, Block 1 Home Depot of Inver Grove Heights, Dakota County, Minnesota, according to the recorded plat thereof.

WHEREAS, the aforementioned Conditional Use Permit was approved through the adoption of Resolution No. 06-230 on December 11, 2006;

WHEREAS, pursuant to City Code Section 515.40, Subd. 4. D., a Conditional Use Permit shall be come void two years after being granted by the City Council unless it is used prior to the expiration of said two-year period;

WHEREAS, pursuant to City Code Section 515.40, Subd. 4.D, a maximum of one (1) time limit extension may be requested for any previously approved Conditional Use Permit. Said time limit extension shall be valid for only one (1) year from the date and month that the original Conditional Use Permit was approved;

WHEREAS, the current Conditional Use Permit shall remain valid until December 11, 2008;

WHEREAS, Vansouth Limited Partnership is requesting a one time extension of the Conditional Use Permit for a period of one (1) year;

WHEREAS, no changes have occurred to the zoning or comprehensive plan designation since December 11, 2006 that would change the facts of the original Conditional Use Permit review and approvals, nor have changes to the neighborhood occurred that would change the original facts.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS, that a Conditional Use Permit extension for a Fast-Food Restaurant shall is hereby granted for a period of one (1) year to expire on December 11, 2009.

BE IT FURTHER RESOLVED that the terms and conditions found in Resolution No. 06-230 shall remain in effect.

Adopted by the City Council of Inver Grove Heights this ____ day of _____, 2008.

George Tourville, Mayor

Ayes:

Nays:

ATTEST:

Melissa Rheaume, Deputy Clerk

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. 06-230

A RESOLUTION APPROVING A CONDITIONAL USE PERMIT FOR A FAST FOOD RESTAURANT TO BE OPERATED OUT OF THE SOUTHEAST CORNER OF THE EXISTING OFFICE MAX BUILDING, 1440 MENDOTA ROAD

CASE NO. 06-74C
(VANSOUTH/JIMMY JOHNS)

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

Lot 2, Block 1, Home Depot of Inver Grove Heights, Dakota County, Minnesota according to the recorded plat thereof.

WHEREAS, the property is zoned B-4, Shopping Center and a fast food restaurant with a drive thru is a conditional use;

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 December 5, 2006;

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS that, the conditional use permit is hereby approved subject to the following conditions:

1. The site shall be developed in substantial conformance with the following plans on file with the Planning Division except as modified herein:

Site Plan

dated 12-05-06

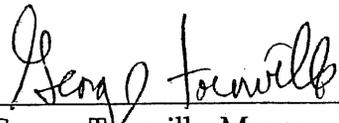
2. All parking lot and building lighting shall be of a shoe-box style with all lighting being diffused or direct away from all property lines and public right-of-ways. The direct source of the light shall not be visible from any abutting property lines and public right-of-ways.

3. The ~~construction~~ of the trash enclosure shall be consistent with the exterior of the ~~proposed building~~. Gates and doors shall be closed/locked when not in use.
4. All ~~storage~~ would require a building permit and conform to the B-4 standards.
5. A ~~fire lane~~ shall be required along a portion of the west and north sides of the ~~property line~~, the final design of the fire lane shall be subject to the approval of the ~~Fire Marshal~~.
6. A ~~fire lane~~ sign shall be placed on the building next to the fire department ~~connection~~ adjacent to the drive-thru window.
7. 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.
8. ~~Pedestrian~~ striping shall be done in front of the Office Max entrance to slow ~~down~~ traffic.
9. Bollards ~~or~~ some sort of vehicle guard rail shall be installed outside the west ~~entrance~~ to direct people to the south end of the building before stepping onto the ~~parking~~ lot.

Passed this 11th day of December, 2006.

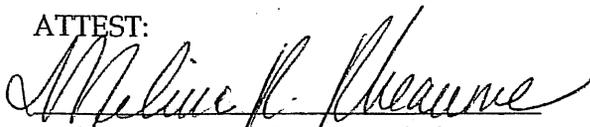
AYES: 4 (Klein, Madden, Piekarski-Krech, Tourville)

NAYS: 1 (Grannis)



George Tourville, Mayor

ATTEST:



Melissa Rheume, Deputy Clerk

FINE ASSOCIATES

November 21, 2008

Mr. Allan Hunting
City Planner
City of Inver Grove Heights
8150 Barbara Avenue
Inver Grove Heights, MN 55077

**Re: Request for renewal of Conditional Use Permit 06-230
Southridge Center -- Inver Grove Heights, Minnesota**

Dear Mr. Hunting:

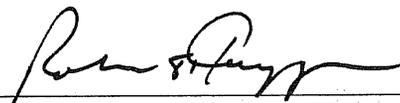
Vansouth Limited Partnership respectfully requests a one-year extension of the Conditional Use Permit granted by Resolution No. 06-230 for a fast food restaurant with a drive-thru facility at the above-referenced location.

The economic uncertainty which began to develop subsequent to the granting of this CUP has rendered it very difficult to complete the leasing and construction of the proposed new restaurant facility within the time limit of the permit. Building a successful restaurant and drive-thru at this location will be important for the vitality of Southridge Center and contribute to the strength of the surrounding business district. A one-year extension of the present CUP, if granted, would hold open the possibility of completing this project.

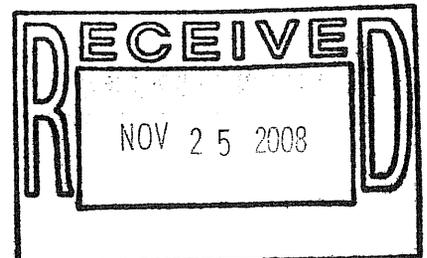
Please feel free to contact me at 612-418-1900 if you have any questions or comments.

Sincerely,

Vansouth Limited Partnership

By 
Robert T. Kueppers

Attachment



CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

CONSIDER ATTACHED RESOLUTION AND TABLE SETTING FORTH LICENSE FEES, ADMINISTRATIVE SERVICE FEES AND PERMIT FEES

Meeting Date: December 8, 2008
Item Type: Consent
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 Consider approval of the attached resolution and table setting forth license fees, administrative service fees and permit fees for 2009.

SUMMARY Each year Staff submits to Council recommendations on various license fees, administrative service fees and permit fees after internal review and review with what other Metro area cities are charging for the same things.

The Council previously approved this resolution (November 10, 2008) and a minor error was discovered. The category and fee for Plumbing Installation needs to be removed. The state law that required this was repealed.

Attached is a resolution setting license, administrative and permit fees for 2009.

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

RESOLUTION NO. _____

**RESOLUTION ESTABLISHING 2009 LICENSE, ADMINISTRATIVE SERVICES AND PERMIT
FEES**

WHEREAS, the Inver Grove Heights City Council recognizes the need to review the fees charged by the City for licenses, administrative services and permits on an annual basis, and

WHEREAS, any changes to these fees shall be set by resolution by the City Council of the City of Inver Grove Heights City Code;

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Inver Grove Heights, Minnesota, approves the attached Fee Schedule. Said schedule shall be effective January 1, 2009.

Adopted by the City Council of Inver Grove Heights this 8th day of December, 2008.

Ayes:

Nays:

George Tourville, Mayor

ATTEST:

Melissa Rheaume, Deputy City Clerk

2009 Fees

<u>Type of License</u>	<u>Section Requiring License/Section Pertaining to Fees</u>	<u>License Expires</u>	<u>Fee (annual Unless Otherwise Noted)</u>
Garbage Collection	610.03	Dec. 31	\$150.00 plus \$3.00 per truck
Dogs	910.03/ 910.05	May 1	\$10 male/female \$6 spayed/neutered
Non-Commercial Kennels	910.31	March 31	\$50.00
Commercial Kennels	910.31	March 31	\$250.00
Automobile: Sales	1100.0/ 1100.07	1 yr. after date of issuance	\$300 Class A \$100 Class B
Service Station	1103.03/ 1103.09	Dec. 31	\$60 first pump \$8 ea./ additional pump
Junk Yard	1105.03/ 1105.09	Jan. 10	\$500.00
Christmas Tree Sales	1107.01/ 1107.07	Dec. 31	\$35 plus \$20 cleanup deposit
Contractor	400	Dec. 31	\$50
Dance Halls	1115.03/ 1115.09	June 1	\$150 Public Hall \$75 Cabaret
Roller Skating Rinks	1112.03/ 1112.07	Dec. 31	\$75.00
Bowling Alleys	1120.03/ 1120.05	1 yr. after date of issuance	\$50.00
Trade or Business	1125.01/ 1125.05	Dec. 31	\$50.00
Pawnbroker	1140.09	Dec. 31	\$8,000.00
Secondhand Goods Dealer	1140.09	Dec. 31	\$500.00
Multiple Sales Secondhand Goods	1140.09	Dec. 31	\$1,000.00
Saunas, Massage Parlors Escort Services & Employees	1114.03/ 1114.19	Dec. 31	Business Lic. \$1050 Personal Service \$400 Investigation \$250
Massage Therapist	1116.05	Dec. 31	\$500 initial investigation of therapeutic massage business; includes investigation of one (1) massage therapist \$100 annual license fee of therapeutic massage business; includes annual license fee for one massage therapist. \$175 initial investigation of massage therapist \$50 annual license fee for massage therapist
Drive-In Theaters	1111.03/ 1111.07	1 yr. after issuance	\$120.00

Cont'd

Liquor:			
3.2 Beer On-Sale	1215.03, Subd. 2	Dec. 31	\$350.00
Off-Sale	1215.03, Subd. 3	Dec. 31	\$100.00
Temporary On-Sale	1215.31, Subd. 5	Period not to exceed 7 days	\$30.00 (no proration)
Liquor:			
On-Sale	1200.03	Dec. 31	Based on gross annual liquor sales

Gross Annual Liquor Sales	Annual License Fee
\$0-\$250,000	\$3,500
\$250,001-\$500,000	\$4,500
\$500,001-\$1,000,000	\$7,000
\$1,000,001 and above	\$10,000

Off-Sale	1200.03	Dec. 31	\$200 Pro-rated qtrly.
On-Sale Wine	1200.03	Dec. 31	\$650 Pro-rated qtrly.
Special Club	1200.03	Dec. 31	\$225 Pro-rated qtrly.
Sunday On-Sale	1200.03	Dec. 31	\$200 Pro-rated qtrly.
Bottle Club	1205 .03	June 30	\$300 Pro-rated qtrly.

Payment for these on-sale licenses may be paid semi-annually. No holder of a license may engage in the activity conveyed by such license without having made payment to the City in advance of period covered. Any license holder who engages in the activity permitted by the license and who has not paid a semi-annual fee shall be closed by the Police Department, subject to violation of 1200.03 of the City Code and Revocation or Suspension of License pursuant to 1200.31 of the City Code.

Cont'd

Investigations, New	1200.17		
Single natural person			\$250.00
Partnership			\$400.00
Corporation			\$500.00
Club			\$325.00
Change of Ownership			\$250.00
Background – Foster Care, Day Care, VISA, etc.			\$5.00
Pawnbroker, Secondhand Goods Dealer, Multiple Sales Secondhand Goods			\$150.00
Investigations, Police - Renewal			\$50.00

Other Fees

Sales/Fees (all taxable)	Fee
Copies (per page)	\$.25
State Accident Report	\$.25 per page
Accident Photo	Actual Cost
Audio Tape (each)	\$5.00
Video Tape (each)	\$30.00
CD Rom	\$15.00
DVD CD	\$15.00
All other police reports/data (no cost for victim of domestic assault)	\$.25 per page
Hunting Permit Fee	\$20
Comprehensive Annual Financial Report	\$25.00
Proposed Budget	\$25.00
Annual Budget	\$25.00
Capital Improvement Plan	\$25.00
Code Book	\$200.00
Comprehensive Guide Plan	\$100.00
Comprehensive Plan Technical Appendices	\$16.00
Water Resources Management Plan	\$290
Construction Plan Sheet (22"x34")	\$2.00
Microfilm Reprint	\$1.00
Zoning and Related Land Use Regulations Manual	\$25.00
Subdivision Regulations Manual	\$6.00
Standard Printed Maps	
Fees for maps are based on size. Custom map sizes are available upon request.	
Letter (8.5" x 11")	\$5.00
Tabloid (11" x 17")	\$10.00
C-size (18" x 24")	\$15.00
D-size (24" x 36")	\$20.00
E-size (36" x 48")	\$25.00
Custom Map Production Using Existing Data	Is subject to an hourly fee of \$50.00 (one-half hour minimum) in addition to the size-based map fee
Custom Map Production with Data Development	Is subject to an hourly fee of \$100.00 (one-half hour minimum) in addition to the size-based map fee
Electronic Data Vector: shapefile or CAD Raster: IMG, TF, SID Graphic Files: JPG, PDF, TIFF, AVI	Cost Provided per Request
GIS Data or Graphic Files	
Delivery on CD	\$10.00
Delivery by email	\$5.00
Additional Shipping/Handling Fees apply to map products delivered by mail:	
Mailed in Envelope (large maps folded):	
Letter or Tabloid	\$1.00
C- or D-size	\$2.00
E-size	\$3.00
Mailed in Tube:	
Letter or Tabloid	\$2.00

C-size	\$3.00
D-size	\$4.00
E-size	\$5.00
CD Mailed	\$2.00
Subdivision Code	\$5.00
Computer Readouts	\$4.00
Fire Marshal's Report	\$.25 per page
MFIRS Report	\$.25 per page
Photographs (negatives or digital)	\$1.00 each \$5.00 minimum
Cemetery Lots	\$120.00
City Council Minutes	\$60.00/year
City Council Agendas	\$30.00/year
Assessment Search	\$10.00 \$15.00
Finger Printing	\$15.00
Driver's License Check	\$4.00
Pound Fees	\$35.00
Dangerous Dog Registration	\$500.00
Animal Cage Rental	\$5.00
Police Officer and Squad Car Off Duty Charge	\$66.00/hour
Returned Check/ACH/Credit/Debit Card Charge	\$30.00
Grove Membership Late Fee	\$25
Reissued Permits during the calendar year for Police, Fire and Combination Police/Fire Alarm System:	
First reissued permit	\$100.00
Second reissued permit	\$200.00
Third reissued permit	\$300.00
Sewage Tank Maintenance Permit (Commercial)	\$35.00
Wetland Conservation Act Certification	\$75.00
Wetland Replacement Plan	\$200 (escrow: \$2,500)
Zoning Letter	\$50
Meter Testing:	
5/8" meter	\$75.00
3/4" meter	\$75.00
1" meter	\$75.00
1-1/2" meter	\$100.00
2" meter	\$100.00
Compound meter	\$350.00
Water Turn-Offs and Turn-Ons	\$25.00
Land Alteration Permit (Plan Checking):	
0-500 Cubic Yards	No fee
501-1,000 Cubic Yards	\$100.00
1,001 – 10,000 Cubic Yards	\$100.00 for the first 1,000 Cubic Yards, plus \$10.00 for each additional 1,000 Cubic Yards or fraction thereof
1,001-100,000 Cubic Yards	\$190.00 For the first 10,000 Cubic Yards, plus \$25.00 for each additional 10,000 Cubic Yards or fraction thereof
100,001 Cubic Yards or more	\$415.00 For the first 100,000 Cubic Yards, plus \$40.00 for each additional 100,000 Cubic Yards or fraction thereof

Sales/Fees (all taxable)	Fee
Land Alteration Permit (Grading Inspection) 0-500 Cubic Yards 501-1,000 Cubic Yards 1,001-10,000 Cubic Yards 10,001-100,000 Cubic Yards 100,001 Cubic Yards or more All land alteration permits require a surety, based on the area disturbed, to guarantee final site restoration	No fee \$100.00 For the first 500 Cubic Yards, plus \$10.00 for each additional 100 Cubic Yards or fraction thereof. \$150.00 For the first 1,000 Cubic Yards, plus \$15.00 for each additional 1,000 Cubic Yards or fraction thereof. \$285.00 For the first 10,000 Cubic Yards, plus \$20.00 for each additional 10,000 Cubic Yards or fraction thereof. \$465.00 For the first 100,000 Cubic Yards, plus \$25.00 for each additional 100,000 Cubic Yards or fraction thereof.
Annual Renewal	\$75.00
Plan Review Fee	65% of the building permit fee when determined by valuation
Decks	Based on valuation (i.e., \$147.53 for a \$3,000 deck)
Roofing (new and existing homes)	\$100.00
Siding (new and existing homes)	\$100.00
Moving of Buildings	\$300.00
Building Demolition Accessory Structures Single Family Homes Commercial	\$100.00 \$100.00 Based on valuation (i.e., \$196.75 for a \$10,000 commercial)
Mobile Home Installation	Based on valuation (i.e., \$321.39 for a \$10,000 mobile home)
Retaining Walls	Based on valuation (i.e., \$785.14 for a \$30,000 wall)
Above Ground Swimming Pools	Based on valuation (i.e., \$166.25 for an \$8,000 above ground pool)
In Ground Swimming Pools	Based on valuation plus plan review fee (i.e., \$569.76 for a \$20,000 pool)
Fences (around pools and property)	\$50.00
Inspections when no permit is issued	\$100.00
Inspections outside of normal business hours when approved by Director	\$150.00/hour
Right-of-Way (Street Opening) Permit Surety may be required to ensure that the street is properly restored	\$75.00

Sales/Fees (all taxable)	Fee
Engineering Load Limit Permit	25.00/Load
Plumbing Single-Family Residential Base Fee	\$80.00
Each Fixture	\$3.00
Plumbing Commercial and Multi- Family	\$80.00 base fee plus 2% of contracted work value in dollars
Plumbing Installation or Replacement of single fixture	\$80.00
Plumbing Installation or Replacement of Single Fixture (not requiring modification of electrical or gas system)	\$15 (or 5% of labor cost up to max of \$25)
Utilities – 1. On-Site Septic Systems: (includes site review and \$40 County fee)	
Single family – New and Existing	\$499.50 Flat Fee + .50 State Surcharge = \$500.00
Commercial Systems ≤ 4999 Gallons Per Day	\$749.50 Flat Fee + \$.50 State Surcharge = \$750.00
Commercial Systems ≥ 5,000 Gallons Per Day	\$1,499.50 Flat Fee + .50 State Surcharge = \$1,500.00
2. Sewer and Water Connection Inspection (together or separately)	\$124.50
3. Commercial and Multi-Family Sewer and Water Connection Inspection (together or separately)	\$80.00 base fee plus 2% of contracted work in dollars
Tank Replacement	\$249.50 Flat Fee
Mechanical – 1. Single-Family residential:	
All new installations (includes gas piping)	\$100.00
Furnace Replacement (includes gas piping)	\$80.00
Gas Fireplace or other single gas appliance	\$80.00
Central Cooling or Ductwork	\$80.00
2. Commercial and Multi-Family	\$80.00 base fee plus 2% of contracted work value in dollars
Gas Piping and Air Test only	\$50.00

Sales/Fees (all taxable)	Fee
Signs and Billboards	
1. Permanent Business Signs regardless of size	\$40.00
2. Billboards up to 100 s.f. in area	\$200.00
Billboards over 100 s.f.	\$300.00
3. Temporary Portable Signs	\$15.00
4. Monument Signs	Based on valuation
Fire Prevention Permits	
1. Fire Permits	\$25 each to max. of \$150 per occupancy
2. Burning Permits	
a. recreational bonfire	\$5.00
b. permanent recreational fire ring	\$15.00
c. Disposal permit for trees, brush, grass, and other vegetative matter for the development and maintenance of land and rights of way.	\$0.50/cubic yard, \$100.00 minimum
d. Open burning permit as defined in Minnesota Rules relating to open burning.	\$25.00
3. Ventilation System Cleaning Permit	\$35.00
Hydrant, meter or valve damage deposit	\$1,000.00
Daily hydrant/meter rental fee	\$2.00

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

CONSIDER RENEWAL OF OPTIONAL 2 A.M. LIQUOR LICENSE – MAJOR’S SPORTS CAFÉ

Meeting Date: December 8, 2008
Item Type: Consent
Contact: 651.450.2513
Prepared by: Melissa Rheaume
Reviewed by:

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED:

Consider request for renewal of Extended On-Sale Intoxicating Liquor Sales to 2:00 a.m. for Major’s Sports Café.

SUMMARY:

Major’s Sports Café has had extended hours of sale since 2004 and must obtain approval from the City of Inver Grove Heights prior to submitting their renewal applications to the State Liquor Control Division. The Public Safety Department was contacted and found no major incidents related to the extended hours of sale.

Staff recommends approval of the request for renewal of Extended On-Sale Intoxicating Liquor Sales to 2:00 a.m. for Major’s Sports Café.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

CONSIDER RENEWAL OF OPTIONAL 2 A.M. LIQUOR LICENSE – RUBY TUESDAY

Meeting Date: December 8, 2008
Item Type: Consent
Contact: 651.450.2513
Prepared by: Melissa Rheaume
Reviewed by:

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

PURPOSE/ACTION REQUESTED:

Consider request for renewal of Extended On-Sale Intoxicating Liquor Sales to 2:00 a.m. for RT Minneapolis Franchise, LLC dba Ruby Tuesday.

SUMMARY:

Ruby Tuesday has had extended hours of sale since 2005 and must obtain approval from the City of Inver Grove Heights prior to submitting their renewal applications to the State Liquor Control Division. The Public Safety Department was contacted and found no major incidents related to the extended hours of sale.

Staff recommends approval of the request for renewal of Extended On-Sale Intoxicating Liquor Sales to 2:00 a.m. for RT Minneapolis Franchise, LLC dba Ruby Tuesday.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

30-DAY SUSPENSION OF FIREFIGHTER

Meeting Date: December 8, 2008
 Item Type: Personnel
 Contact: Judy Thill, Fire Chief
 Prepared by: Judy Thill
 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 Confirm suspension of Firefighter Marco Dreher for failing to meet minimum call percentage for two quarters in a 365 day period.

SUMMARY According to Fire Department Policy #5 Call Requirements, all firefighters must maintain a minimum call percentage of 15% in each calendar quarter. Any firefighter failing to meet this requirement for one quarter shall receive a warning letter from the Fire Chief. Any firefighter failing to meet this requirement for two quarters in a 365 day period shall be suspended for 30-days.

City Code, Section 315.03, "The Fire Chief shall report each suspension of a member of the Fire Department as soon as possible to the City Administrator for transmission to the City Council for its confirmation or denial at the first regular meeting occurring more than ten days after such suspension."

Marco Dreher is suspended for 30 days from December 2, 2008 until December 31, 2008 for failing to meet minimum call percentage in a 365-day period.

Staff recommends City Council confirm this suspension according to Fire Department policy, and City Code.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

PERSONNEL ACTIONS

Meeting Date: December 8, 2008
 Item Type: Consent
 Contact: Jenelle Teppen, Asst. City Admin
 Prepared by: Amy Brinkman, H.R. Coordinator
 Reviewed by: n/a

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

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

Please confirm the employment of: Michael Sheggeby as Manager of Arena & Building Maintenance Operations.

Please confirm the seasonal/temporary employment of: Lindsey Brotzler, David Jacobs, Thomas Warnock, Jason Hosch, and William Hanlon.

Please confirm the seasonal/temporary termination of: Willard Trudeau, Tara McKissock, Jessica Baltus, Nicholas Michael, Tom Auge, Dan Smith, Tony Gubash, Joe Gubash, Dan Gallahue, Tina Delong, Nick Demike, Brianna Eckl, Loann Evenson, Dorothy Lencowski, Kathleen Lentz, Joan Sirek, Connor Bock, Sam Nord, Robbie Wolff, Pat Daddario, Mike Dickenson, Jerry Forsland, James Gould, Brett Mathison, Justin Mikel, Dave Smith, Mike Stern, Mitch Toberg, Silverstre Valenzuela, Bob Zilisch, Michael Barnett, Thomas Dickmeyer, Kyle Golden, Walter Knosp, Dave Kelley, Joe Ladd, Darin Thureen, Alfred Brodd, John Ferguson, James Gosen, Elmer Guetschoff, Lyle Knutson, Jennifer Kruckenberg, Richard Moore, Kenneth Schultz, Richard Anderson, Ryan Haller, Emily Hansen, Robert Hawkins, Kyle Horsch, Bill Miller, Adam Ostrosky, and Wayne Taylor.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Meeting Date: December 8, 2008
 Item Type: Public Hearing
 Contact: 651.450.2513
 Prepared by: Melissa Rheame
 Reviewed by:

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED: Conduct a public hearing and consider approval of the renewal applications for Intoxicating and Non-Intoxicating Liquor Licenses for the 2009 calendar year.

SUMMARY: The City has received applications for renewal of intoxicating and non-intoxicating liquor licenses for 2009.

To date background investigations have not been completed on: Baja Sol Grill & Cantina, PDQ Store #212, Rainbow Foods or Arbor Pointe Golf Club because either no application has been received, or the application was submitted on December 3rd, a week after the requested due date. The four aforementioned licensees have been notified that failure to submit a renewal application would result in their liquor license not being renewed prior to its expiration on January 1, 2009 at 12:01 a.m. Three out of the four licensees have indicated that their applications would be received prior to the public hearing on December 8th and no response was received from Arbor Pointe Golf Club. The Public Safety Department will complete investigations on the outstanding applications after they are received and a supplemental report on those licensees will be made available to the Council prior to the public hearing.

With the exception of the four aforementioned licensees, background investigations have been completed by the Public Safety Department on all licensees and no basis for denial of any renewal applications was found. All of the submitted renewal applications were accompanied by the necessary license fees and required liability insurance documentation. The Fire Marshal will complete the annual inspections of the premises during 2009 and will report any violations that need to be corrected.

Staff recommends that licensees that fail to submit an application prior to the public hearing not be considered for renewal until such time that the required application materials, liability insurance documentation and liquor license fees are submitted to the City and the Public Safety Department is able to complete the necessary background investigation.

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

ATTORNEYS AT LAW

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
BRIDGET MCCAULEY NASON
ELIZABETH HALL MURTHY
DAVID B. GATES
•
HAROLD LEVANDER
1910-1992
•
ARTHUR GILLEN
1919-2005
•
• ROGER C. MILLER
RETIRED

MEMO

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

TO: Mayor and Councilmembers
FROM: Timothy J. Kuntz, City Attorney
DATE: December 4, 2008
RE: Liquor License Renewal Issues Related to the License Held by Kladek, Inc.

Section 1. Background Information.

Lawrence Kladek is the president, sole shareholder and sole manager of Kladek, Inc., d/b/a King of Diamonds, an on-sale intoxicating liquor establishment located at 6600 River Road in Inver Grove Heights. The King of Diamonds offers live adult entertainment as well as a full-service bar. The real property where the King of Diamonds is located is owned by Lawrence Kladek. Kladek, Inc. holds an On Sale Liquor License for the premises.

Mr. Kladek submitted an application for renewal of Kladek, Inc.'s on-sale liquor license on November 12, 2008. On the Liquor License Holders Certification form, Mr. Kladek indicated that both Lawrence F. Kladek and Susan M. Kladek were the officers of Kladek, Inc. as well as the on-site operation managers. Upon further inquiry by City Staff, Mr. Kladek indicated that the name of Susan M. Kladek should be removed from the application.

Section 2. Charge of Tax Evasion.

In September of 2008, a criminal indictment against Mr. Kladek was filed in United States District Court for the District of Minnesota. A copy of the indictment is attached. The nine-count indictment includes allegations that Mr. Kladek filed false individual income tax returns, willfully attempted to evade and defeat a substantial part of the income tax due and owing by him to the United States, and willfully made and subscribed false corporate income tax returns for Kladek, Inc. The elements of the alleged offenses include willfull and intentional false acts.

Section 3. Status of Criminal Charge.

Lawrence Kladek has not yet pled guilty to the criminal charge and has not yet been convicted of the criminal charge. Based on my conversations with the U.S. District Attorney's Office, it is

my understanding that the U.S. District Attorney expects that there will be a plea of guilty to at least one of the criminal counts and that this plea will occur sometime in December 2008 or in early 2009.

Each of the counts is a felony charge and a plea of guilty will ultimately result in a conviction for a felony. Under the Federal Rules, a conviction occurs when a sentencing occurs.

Section 4. Eligibility for License.

In an instance where an individual is the sole stockholder, officer and manager of the corporate licensee and where the individual also owns the property on which the corporate business is conducted, it is my opinion that the individual must be eligible for the license notwithstanding the fact that the corporation is making the application for the license. The State of Minnesota Alcohol Control Division concurs in this opinion.

Further, the City Code provides that no license shall be granted to a corporation which has a manager who would be ineligible to receive a license as an individual pursuant to the provisions of state law.

In addition, the investigation of any corporate applicant includes an investigation of its stockholders and officers as well as managers. IGH City Code Section 1200.11, subd. 7 states:

If the applicant is a corporation or other association and is applying for an "on-sale" or "off-sale" license, the following [information is required] ... The name of the manager or proprietor or other agent in charge of the premises to be licensed, giving all the information about said person as is required of a single applicant in Subdivision 5 above ... [and] [a] list of all persons who, single or together with their spouse, or a parent, brother, sister or child of either of them, own or control an interest in said corporation or association or who are officers or directors of said corporation or association together with their addresses and all information as is required of a single applicant in Subdivision 5 above, except that applications for "off-sale" shall list all persons who own or control any interest in said corporation.

Section 5. State Statute Relating to Eligibility.

Minn. Stat. §340A.402 dictates the eligibility requirements for a liquor license applicant. This statute provides:

340A.402. Persons eligible.

No retail license may be issued to:

- (1) A person under 21 years of age;
- (2) A person who has had an intoxicating liquor or 3.2 percent malt liquor license revoked within five years of the license application, or to any person who at the time

of the violation owns any interest, whether as a holder of more than five percent of the capital stock of a corporation licensee, as a partner or otherwise, in the premises or in the business conducted thereon or to a corporation, partnership, association, enterprise, business, or firm in which any such person is in any manner interested;

- (3) A person not of good moral character and repute; or
- (4) A person who has a direct or indirect interest in a manufacturer, brewer, or wholesaler.

In addition, no new retail license may be issued to, and the governing body of a municipality **may refuse** to renew the license of, a person who, within five years of the license application, has been convicted of a felony or a willful violation of a federal or state law or local ordinance governing the manufacture, sale, distribution, or possession for sale or distribution of an alcoholic beverage. The Alcohol and Gambling Enforcement Division or licensing authority may require that fingerprints be taken and forwarded to the Federal Bureau of Investigation for purposes of a criminal history check.

The City Code provides that no license may be granted to any person made ineligible for such license by state law.

The two issues raised by the eligibility requirements when applied to Lawrence Kladek are the section dealing with “good moral character and repute” and the section which allows the City to “refuse to renew the license of a person who within five years of the application has been convicted of a felony.”

The “good moral character and repute” provision of the statute is further explained by Minnesota Rule 7515.0410 which provides:

An applicant does not have good moral character and reputation if, based on past activities or **criminal record**, the applicant poses a threat to the public interest or to the effective regulation and control of alcohol or **creates or enhances the dangers of unsuitable, unfair, or illegal practices, methods and activities** in the manufacture, sale, distribution, or possession for sale or distribution of alcohol or the **carrying on of the business and financial arrangements incidental** to the manufacture, sale, distribution, or possession for sale or distribution of alcohol.

There is a Minnesota case that supports the proposition that a felony conviction for intentionally not paying or reporting taxes (tax evasion) can result in a reasonable determination that a person is not of good moral character or repute.

In light of the Minnesota Rule, if a conviction is entered the Council may consider whether the conviction demonstrates a danger of unsuitable, unfair or illegal practices in carrying out the business and its attendant financial arrangements.

With respect to the second issue of a felony conviction, the statute permits, but does not require, the Council to refuse to renew a liquor license if there has been a felony conviction within five years of the application. There must first be a conviction and the conviction must be for a felony.

Section 6. Statute and City Code Relating To Renewal.

The Minnesota Supreme Court has held that “no citizen has an inherent or vested right to sell intoxicating liquors, and municipal authorities have broad discretion within their geographical jurisdiction to determine the manner in which liquor licenses shall be issued, regulated, and revoked.” LMNC Liquor Licensing and Regulation Memo, citing *Cleveland v. Rice County*, 238 Minn. 180 (1952). There is “generally no right to renewal of a license,” but rather the decision to renew a liquor license lies within the discretion of the City Council. Such discretion is not unfettered, and to avoid being overturned by the Court of Appeals, the Council’s decision must not be “arbitrary and capricious.” See *Wajda v. City of Minneapolis*, 246 N.W.2d 455, 457 (Minn. 1976) (“A city council is vested with broad discretion in determining whether or not to issue or renew a [liquor] license, and a court’s scope of review of such a determination is a narrow one, which should be exercised most cautiously. ... Nevertheless ... the licensing authorities must not act arbitrarily or capriciously and “[c]ourts will interfere to prevent an abuse of discretionary power; and will grant relief from unreasonable, arbitrary, capricious, or fraudulent action of municipal authorities.”) “The [c]ity [c]ouncil’s decision is arbitrary and capricious when the decision is based on whim or is devoid of articulated reasons.” *BAL, Inc v. City of St. Paul*, 469 N.W.2d 341, 343 (Minn. Ct. App. 1991)

At the license renewal hearing, “[o]pportunity shall be given to any person to be heard for or against the granting of a renewal license [and] [t]he Council shall grant or refuse the application in its discretion.” Inver Grove Heights City Code, Section 1200.23, subd. 2.

IGH City Code, Section 1200.15, subd. 4 provides a standard for renewal:

Without limiting the discretion of the Council to deny a license application for other reasons, no license shall be issued, transferred or renewed if the results of the investigation [conducted by the police department] show, to the satisfaction of the City Council, that issuance, transfer or renewal would not be in the public interest.

Minn. Stat. §340A.412, subd 2 (b) contains similar language:

No license may be issued, transferred, or renewed if the results of the investigation show, to the satisfaction of the governing body, that issuance, transfer, or renewal would not be in the public interest.

Section 7. Discussion.

The Minnesota Rule which explains “good moral character and repute” indicates that a determination has to be made upon “past activities or criminal record.” At this point in the process, there is no conviction; as a result, there is no criminal record.

The eligibility provision dealing with a felony requires that there be a felony conviction. No conviction, as of yet, has been entered against Lawrence Kladek.

Due to the fact that a conviction has not been entered, the Council may wish to consider renewing the corporate liquor license of Kladek, Inc. with the condition that if a conviction is later entered against Lawrence Kladek, the Council will initiate a revocation hearing process to then determine whether revocation of the license is justified. At that time, an evidentiary basis will exist for the Council to make its determinations.

Section 8. Revocation.

Minn. Stat. §340A.415 and city code provisions outline how and on what grounds a liquor license may be revoked:

On a finding that the license or permit holder has ... failed to comply with an applicable statute, rule, or ordinance relating to alcoholic beverages, the commissioner or the authority issuing a retail license or permit under this chapter may revoke the license or permit, suspend the license or permit for up to 60 days, impose a civil penalty of up to \$2,000 for each violation, or impose any combination of these sanctions. No suspension or revocation takes effect until the license or permit holder has been given an opportunity for a hearing under sections 14.57 to 14.69 of the Administrative Procedure Act.

The future revocation process would be based on the alleged grounds that eligibility for the license no longer exists because the sole stockholder, officer, and manager of the corporate entity and the sole owner of the premises is not “of good moral character and repute” and has been found guilty of a felony.

RESOLUTION NO. 08-_____

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

**RESOLUTION RENEWING THE ON-SALE LIQUOR LICENSE FOR
KLADEK, INC., d/b/a KING OF DIAMONDS SUBJECT TO CONDITIONS**

WHEREAS, Kladek, Inc. d/b/a King of Diamonds has applied to renew its on-sale liquor license.

WHEREAS, Lawrence F. Kladek is the sole shareholder and sole officer of Kladek, Inc., and is the sole on-site operation manager of the King of Diamonds.

WHEREAS, in light of the fact that Lawrence F. Kladek is the sole shareholder and officer of Kladek, Inc., and the sole on-site operation manager of the King of Diamonds, the Council has determined that the eligibility requirements for liquor license holders listed in Minnesota Statutes Chapter 340A and Inver Grove Height City Code Chapter 1200 apply to him individually and must be met at the time of license renewal and must be maintained during the duration of the license.

WHEREAS, Minn. Stat. §340A.402 provides that the Council may refuse to renew the license of a person who within five years of the license application has been convicted of a felony.

WHEREAS, Minn. Stat. §340A.402 provides that the Council may refuse to issue a license if the Council determines, based on past activities or on a criminal record, that the person is not of good moral character and repute.

WHEREAS, Minn. Stat. §340A.412, subd. 2(b) provides that the Council may refuse to issue or renew a license if, based on the result of an investigation, the Council determines that issuance or renewal would not be in the public interest.

WHEREAS, a criminal indictment, which is attached to this Resolution, has been filed against Lawrence F. Kladek charging him with several counts of income tax evasion, filing false individual tax returns, and filing false corporate tax returns.

WHEREAS, Lawrence F. Kladek has neither pled guilty to any of the felony charges nor has he been convicted of any of the felony charges.

WHEREAS, it appears, from a Joint Motion of the Parties filed in United States District Court on November 21, 2008, that Lawrence F. Kladek may plead guilty at a future date to one felony charge of filing a false income tax return as part of a plea agreement with the United States.

WHEREAS, if Lawrence F. Kladek pleads guilty to any of the felony charges filed against him in the aforementioned indictment or if Lawrence F. Kladek is otherwise convicted of any of the felony charges filed against him in the aforementioned indictment, or if Lawrence F.

Kladek offers to the Federal Court evidence of guilt to any of the felony charges against him in the aforementioned indictment, then, based on such felony conviction or evidence of guilt to such felony, the Council could potentially revoke Kladek, Inc.'s on-sale liquor license upon the Council determining any of the following:

- that a felony conviction has been entered against Lawrence F. Kladek;
- that, based on past activities or on the criminal record, Lawrence F. Kladek is not of good moral character and repute;
- that, based on past activities or on the criminal record, it would not be in the public interest for the license to remain in effect; or
- that revocation is justified by other grounds listed in Minn. Stat. Chapter 340A and IGH City Code Chapter 1200.

NOW THEREFORE, BE IT RESOLVED, by the City Council of the City of Inver Grove Heights, Minnesota, as follows:

- 1.) In light of the circumstances recited above, the application for renewal of an on-sale liquor license issued to Kladek, Inc. is hereby granted subject to the following conditions:

If Lawrence F. Kladek pleads guilty to any of the felony charges filed against him in the aforementioned indictment or if Lawrence F. Kladek is otherwise convicted of any of the felony charges filed against him in the aforementioned indictment, or if Lawrence F. Kladek offers to the Federal Court evidence of guilt to any of the felony charges against him in the aforementioned indictment, then the City will initiate a license revocation hearing proceeding pursuant to Minn. Stat. §340A.415 and IGH City Code Section 1200.31 to determine whether based on such felony conviction, past activities or evidence of guilt to such felony the Council should revoke Kladek, Inc.'s on-sale liquor license due to any of the following:

- that a felony conviction has been entered against Lawrence F. Kladek;
- that, based on past activities or on the criminal record, Lawrence F. Kladek is not of good moral character and repute;
- that, based on past activities or on the criminal record, it would not be in the public interest for the license to remain in effect; or
- that revocation is justified by other grounds listed in Minn. Stat. Cha. 340A and City Code Chapter 1200.

Passed by the City Council this 8th day of December, 2008.

George Tourville, Mayor

ATTEST:

Melissa Rheaume, Deputy Clerk

UNITED STATES DISTRICT COURT
DISTRICT OF MINNESOTA

UNITED STATES OF AMERICA,

Plaintiff,

v.

LAWRENCE FRANK KLADEK,

Defendant.

) INDICTMENT
)
) (26 U.S.C. § 7201)
) (26 U.S.C. § 7206(1))
)
)
)
)
)

CR-08-290 PJS/AJB

THE UNITED STATES GRAND JURY CHARGES THAT:

1. At all times relevant to this Indictment, defendant Lawrence Frank Kladek was a resident of Inver Grove Heights, Minnesota.

2. At all times relevant to this Indictment, defendant Kladek was the president and sole shareholder of Kladek, Inc., doing business as the King of Diamonds Gentlemen's Club, an adult entertainment establishment located in Inver Grove Heights, Minnesota.

3. At all times relevant to this Indictment, including for each of the tax years 2000, 2001, 2002, and 2003, defendant Kladek signed and caused to be filed U.S. Individual Income Tax Returns, Forms 1040.

4. At all times relevant to this Indictment, including for each of the tax years 2000, 2001, and 2002, defendant Kladek signed and caused to be filed corporate income tax returns on behalf of Kladek, Inc. For the tax years 2000 and 2001, defendant Kladek signed and caused to be filed U.S. Corporate Income Tax Returns for

SCANNED

SEP 23 2008

U.S. DISTRICT COURT MPLS

FILED SEP 23 2008

RICHARD D. SLETTEN
JUDGMENT ENTD _____
DEPUTY CLERK _____

U.S. v. Lawrence Frank Kladek

a C corporation, Forms 1120. For the tax year 2002, defendant Kladek signed and caused to be filed a U.S. Income Tax Return for an S Corporation, Form 1120S.

5. In or about 1999, defendant Kladek purchased an automatic teller machine (ATM) and placed the ATM in the King of Diamonds Gentlemen's Club for use by its customers.

6. At all times relevant to this Indictment, the ATM was stocked with cash. After a customer withdrew cash from the ATM, that customer's bank arranged to reimburse the withdrawal through an electronic fund transfer from the customer's bank account. The reimbursed funds were transferred directly into a bank account set up by defendant Kladek in the name of Kladek, Inc., at Rosemount National Bank.

7. From in or about 2000, through at least in or about 2004, defendant Kladek diverted and concealed income by installing the ATM at the King of Diamond's Gentlemen's Club, by stocking the ATM with cash, by setting up the Kladek, Inc., Rosemount National Bank account to obtain reimbursement for the cash withdrawn at the ATM, and by subsequently using the funds in the Rosemount National Bank account for his personal purchases. Through defendant Kladek's actions and omissions, defendant Kladek concealed both the income received by Kladek, Inc., as well as the income defendant Kladek thereafter received from Kladek, Inc. In particular, to keep his

U.S. v. Lawrence Frank Kladek

own and his corporation's income from being reported to the Internal Revenue Service, defendant Kladek diverted thousands of dollars into the Rosemount National Bank account, and he failed to inform either his accountants or the Internal Revenue Service about the existence of the Kladek, Inc., Rosemount National Bank account, about the cash skimmed from Kladek, Inc., and put into the ATM, or about the income defendant Kladek received personally from the Kladek, Inc., Rosemount National Bank account.

COUNT 1
(Income Tax Evasion - 2000)

8. The Grand Jury realleges paragraphs 1 through 7 of the Indictment as if set forth in full herein.

9. During the calendar year 2000, defendant Kladek had and received taxable income of at least \$400,000, and upon said taxable income there was owing to the United States of America income taxes of at least \$100,000.

10. Well knowing and believing the facts set forth in the preceding paragraph, the defendant,

LAWRENCE FRANK KLADEK,

willfully attempted to evade and defeat a substantial part of the income tax due and owing by him to the United States of America for the calendar year 2000 by taking the following affirmative actions:

a. On or about October 19, 2001, defendant Kladek filed and caused to be filed a false U.S. Individual Income Tax Return,

U.S. v. Lawrence Frank Kladek

Form 1040, with the Internal Revenue Service, wherein he stated that his taxable income for the calendar year 2000 was the sum of \$269,003 and that the amount of tax due and owing thereon was the sum of \$66,819, whereas, as he then and there well knew and believed, his actual taxable income for the calendar year 2000 was substantially in excess of \$269,003, and that upon said additional taxable income a substantial tax was due and owing to the United States of America.

b. In 2000, defendant Kladek wrote checks totaling approximately \$80,000, drawn on the Kladek, Inc., Rosemount National Bank account, to purchase personal investments in Northern States Power/Xcel Energy stock.

c. In 2000, defendant Kladek wrote checks totaling approximately \$90,000, drawn on the Kladek, Inc., Rosemount National Bank account, to purchase personal investments in stock and mutual funds from Strong Investments.

d. In October 2004, defendant Kladek made false statements and made material omissions in an interview with IRS investigators. Specifically, when asked to name all corporate and personal accounts, defendant Kladek omitted any mention of the Rosemount National Bank account that defendant Kladek had set up in the name of Kladek, Inc. Additionally, in the interview, defendant Kladek stated that all Kladek, Inc., cash receipts were deposited

U.S. v. Lawrence Frank Kladek

into the Kladek, Inc., business bank account at American Bank, again omitting any mention of the Rosemount National Bank account. Further, defendant Kladek omitted any mention of the cash skimmed from Kladek, Inc., receipts that was used to stock the ATM.

All in violation of Title 26, United States Code, Section 7201.

COUNT 2
(Income Tax Evasion - 2001)

11. The Grand Jury realleges paragraphs 1 through 7 of the Indictment as if set forth in full herein.

12. During the calendar year 2001, defendant Kladek had and received taxable income of at least \$350,000, and upon said taxable income there was owing to the United States of America income taxes of at least \$100,000.

13. Well knowing and believing the facts set forth in the preceding paragraph, the defendant,

LAWRENCE FRANK KLADEK,

willfully attempted to evade and defeat a substantial part of the income tax due and owing by him to the United States of America for the calendar year 2001 by taking the following affirmative actions:

a. On or about October 17, 2002, defendant Kladek filed and caused to be filed a false U.S. Individual Income Tax Return, Form 1040, with the Internal Revenue Service, wherein he stated that his taxable income for the calendar year 2001 was the sum of

U.S. v. Lawrence Frank Kladek

\$196,529 and that the amount of tax due and owing thereon was the sum of \$60,486, whereas, as he then and there well knew and believed, his actual taxable income for the calendar year 2001 was substantially in excess of \$196,529, and that upon said additional taxable income a substantial tax was due and owing to the United States of America.

b. On or about December 14, 2001, defendant Kladek filed a 2000 U.S. Corporate Income Tax Return, form 1120, for Kladek, Inc., in which defendant Kladek reported on line 1c that Kladek, Inc.'s gross receipts for its fiscal year ended September 30, 2001 was \$801,658, whereas the true gross receipts of Kladek, Inc. for that period exceeded \$1,000,000.

c. In 2001, defendant Kladek wrote checks totaling approximately \$100,000, drawn on the Kladek, Inc., Rosemount National Bank account, to purchase personal investments in Northern States Power/Xcel Energy stock.

d. In 2001, defendant Kladek wrote a check in the approximate amount of \$99,000, drawn on the Kladek, Inc., Rosemount National Bank account, to purchase personal investments in Cisco stock.

e. In October 2004, defendant Kladek made false statements and made material omissions in an interview with IRS investigators. Specifically, when asked to name all corporate and

U.S. v. Lawrence Frank Kladek

personal accounts, defendant Kladek omitted any mention of the Rosemount National Bank account that defendant Kladek had set up in the name of Kladek, Inc. Additionally, in the interview, defendant Kladek stated that all Kladek, Inc., cash receipts were deposited into the Kladek, Inc., business bank account at American Bank, again omitting any mention of the Rosemount National Bank account. Further, defendant Kladek omitted any mention of the cash skimmed from Kladek, Inc., receipts that was used to stock the ATM.

All in violation of Title 26, United States Code, Section 7201.

COUNT 3

(False Individual Tax Return - 2001)

14. The Grand Jury realleges paragraphs 1 through 7 of the Indictment as if set forth in full herein.

15. On or about October 17, 2002, in the State and District of Minnesota, the defendant,

LAWRENCE FRANK KLADEK,

willfully made and subscribed a 2001 U.S. Individual Income Tax Return, which was verified by a written declaration that it was made under the penalties of perjury and was filed with the Internal Revenue Service, which return the defendant did not believe to be true and correct as to every material matter in that on line 22 of said return \$241,733 in total income was reported, whereas, as the defendant then and there well knew and believed, his actual total

U.S. v. Lawrence Frank Kladek

income for the calendar year 2001 was substantially in excess of \$241,733.

All in violation of Title 26, United States Code, Section 7206(1).

COUNT 4

(False Corporate Tax Return - 2001)

16. The Grand Jury realleges paragraphs 1 through 7 of the Indictment as if set forth in full herein.

17. On or about February 9, 2003, in the State and District of Minnesota, the defendant,

LAWRENCE FRANK KLADEK,

willfully made and subscribed a 2001 U.S. Corporate Income Tax Return, Form 1120, for Kladek, Inc., which was verified by a written declaration that it was made under the penalties of perjury and was filed with the Internal Revenue Service, which return the defendant did not believe to be true and correct as to every material matter, in that on line 1(a) of said return a total of \$1,973,511 in gross receipts was reported, whereas, as the defendant then and there well knew and believed, the total gross receipts for Kladek, Inc., for the tax year beginning October 1, 2001, and ending September 30, 2002, was at least \$2,500,000.

All in violation of Title 26, United States Code, Section 7206(1).

COUNT 5
(Income Tax Evasion - 2002)

18. The Grand Jury realleges paragraphs 1 through 7 of the Indictment as if set forth in full herein.

19. During the calendar year 2002, defendant Kladek had and received taxable income of at least \$1,000,000, and upon said taxable income there was owing to the United States of America income taxes of at least \$400,000.

20. Well knowing and believing the facts set forth in the preceding paragraph, the defendant,

LAWRENCE FRANK KLADEK,

willfully attempted to evade and defeat a substantial part of the income tax due and owing by him to the United States of America for the calendar year 2002 by taking the following affirmative actions:

a. On or about October 17, 2003, defendant Kladek filed and caused to be filed a false U.S. Individual Income Tax Return, Form 1040, with the Internal Revenue Service, wherein he stated that his taxable income for the calendar year 2002 was the sum of \$543,605 and that the amount of tax due and owing thereon was the sum of \$186,030, whereas, as he then and there well knew and believed, his actual taxable income for the calendar year 2002 was substantially in excess of \$543,605, and that upon said additional taxable income a substantial tax was due and owing to the United States of America.

U.S. v. Lawrence Frank Kladek

b. On or about February 9, 2003, defendant Kladek filed a 2001 U.S. Corporate Income Tax Return, Form 1120, for Kladek, Inc., in which defendant Kladek reported on line 1c that Kladek, Inc.'s gross receipts for its fiscal year ended September 30, 2002 was \$1,973,511, whereas the true gross receipts of Kladek, Inc. for that period exceeded \$2,800,000.

c. In 2002, defendant Kladek wrote checks totaling approximately \$100,000, drawn on the Kladek, Inc., Rosemount National Bank account, to purchase personal investments in Northern States Power/Xcel Energy stock.

d. In 2002, defendant Kladek wrote checks totaling approximately \$448,000, drawn on the Kladek, Inc., Rosemount National Bank account, to purchase personal investments in Xcel Energy stock held in an investment account at Wells Fargo Investments.

e. In 2002, defendant Kladek wrote checks totaling approximately \$10,000, drawn on the Kladek, Inc., Rosemount National Bank account, to purchase personal investments in a money market account held at the Enterprise Group of Funds.

f. In 2002, defendant Kladek wrote a check for approximately \$40,000, drawn on the Kladek, Inc., Rosemount National Bank account, to purchase four college investment plan accounts for the children of his girlfriend.

U.S. v. Lawrence Frank Kladek

g. In 2002, defendant Kladek paid Pacific Management, Inc., approximately \$568,000 in cash, taken from Kladek, Inc., to pay for the construction of his personal residence.

h. In October 2004, defendant Kladek made false statements and made material omissions in an interview with IRS investigators. Specifically, when asked to name all corporate and personal accounts, defendant Kladek omitted any mention of the Rosemount National Bank account that defendant Kladek had set up in the name of Kladek, Inc. Additionally, in the interview, defendant Kladek stated that all Kladek, Inc., cash receipts were deposited into the Kladek, Inc., business bank account at American Bank, again omitting any mention of the Rosemount National Bank account. Further, defendant Kladek omitted any mention of the cash skimmed from Kladek, Inc., receipts that was used to stock the ATM.

All in violation of Title 26, United States Code, Section 7201.

COUNT 6

(False Individual Tax Return - 2002)

21. The Grand Jury realleges paragraphs 1 through 7 of the Indictment as if set forth in full herein.

22. On or about October 17, 2003, in the State and District of Minnesota, the defendant,

LAWRENCE FRANK KLADEK,

U.S. v. Lawrence Frank Kladek

willfully made and subscribed a 2002 U.S. Individual Income Tax Return, which was verified by a written declaration that it was made under the penalties of perjury and was filed with the Internal Revenue Service, which return the defendant did not believe to be true and correct as to every material matter in that on line 22 of said return \$570,649 in total income was reported, whereas, as the defendant then and there well knew and believed, his actual total income for the calendar year 2002 was substantially in excess of \$570,649.

All in violation of Title 26, United States Code, Section 7206(1).

COUNT 7

(False Corporate Tax Return - 2002)

23. The Grand Jury realleges paragraphs 1 through 7 of the Indictment as if set forth in full herein.

24. On or about April 16, 2004, in the State and District of Minnesota, the defendant,

LAWRENCE FRANK KLADEK,

willfully made and subscribed a 2002 U.S. Income Tax Return for an S Corporation, Form 1120S, for Kladek, Inc., which was verified by a written declaration that it was made under the penalties of perjury and was filed with the Internal Revenue Service, which return the defendant did not believe to be true and correct as to every material matter in that on line 1(a) of said return a total

U.S. v. Lawrence Frank Kladek

of \$2,009,256 in gross receipts was reported, whereas, as the defendant then and there well knew and believed, the total gross receipts for Kladek, Inc., for the tax year beginning October 1, 2002, and ending September 30, 2003, was at least \$3,000,000.

All in violation of Title 26, United States Code, Section 7206(1).

COUNT 8
(Income Tax Evasion - 2003)

25. The Grand Jury realleges paragraphs 1 through 7 of the Indictment as if set forth in full herein.

26. During the calendar year 2003, defendant Kladek had and received taxable income of at least \$1,700,000, and upon said taxable income there was owing to the United States of America income taxes of at least \$500,000.

27. Well knowing and believing the facts set forth in the preceding paragraph, the defendant,

LAWRENCE FRANK KLADEK,

willfully attempted to evade and defeat a substantial part of the income tax due and owing by him to the United States of America for the calendar year 2003 by taking the following affirmative actions:

a. On or about April 15, 2004, defendant Kladek filed and caused to be filed a false U.S. Individual Income Tax Return, Form 1040, with the Internal Revenue Service, wherein he stated that his taxable income for the calendar year 2003 was the sum of

U.S. v. Lawrence Frank Kladek

\$429,525 and that the amount of tax due and owing thereon was the sum of \$123,571, whereas, as he then and there well knew and believed, his actual taxable income for the calendar year 2003 was substantially in excess of \$429,525, and that upon said additional taxable income a substantial tax was due and owing to the United States of America.

b. On or about April 16, 2004, defendant Kladek filed a 2002 U.S. Income Tax Return for an S Corporation, Form 1120S, for Kladek, Inc., in which defendant Kladek reported on line 1c that Kladek, Inc.'s gross receipt was \$2,009,256 for the fiscal year ended September 30, 2003, whereas the true gross receipts of Kladek, Inc. for that period exceeded \$3,200,000.

c. In 2003, defendant Kladek wrote checks totaling approximately \$100,000, drawn on the Kladek, Inc., Rosemount National Bank account, to purchase personal investments in Northern States Power/Xcel Energy stock.

d. In 2003, defendant Kladek paid Pacific Management, Inc., approximately \$500,000 in cash, taken from Kladek, Inc., to pay for the construction of his personal residence.

e. In 2003, defendant Kladek wrote a check to Pacific Management, Inc., for approximately \$200,000, drawn on the Kladek, Inc., Rosemount National Bank account, to pay for the construction of his personal residence.

U.S. v. Lawrence Frank Kladek

f. In 2003, defendant Kladek wrote a check for approximately \$16,612, drawn on the Kladek, Inc., Rosemount National Bank account, to pay for a Chevrolet Malibu sedan.

g. In 2003, defendant Kladek wrote checks totaling approximately \$100,386, drawn on the Kladek, Inc., Rosemount National Bank account, to purchase personal investments in 3M stock held in an investment account at Wells Fargo Investments.

h. In 2003, defendant Kladek wrote a check for approximately \$100,000, drawn on the Kladek, Inc., Rosemount National Bank account, to pay for a trust he set up to purchase life insurance policies.

i. In 2003, defendant Kladek, through a series of transactions, including a wire transfer, diverted an additional \$60,000 from the Kladek, Inc., Rosemount National Bank account to the life insurance trust account described in the previous subparagraph.

j. In October 2004, defendant Kladek made false statements and made material omissions in an interview with IRS investigators. Specifically, when asked to name all corporate and personal accounts, defendant Kladek omitted any mention of the Rosemount National Bank account that defendant Kladek had set up in the name of Kladek, Inc. Additionally, in the interview, defendant Kladek stated that all Kladek, Inc., cash receipts were deposited

U.S. v. Lawrence Frank Kladek

into the Kladek, Inc., business bank account at American Bank, again omitting any mention of the Rosemount National Bank account. Further, defendant Kladek omitted any mention of the cash skimmed from Kladek, Inc., receipts that was used to stock the ATM.

All in violation of Title 26, United States Code, Section 7201.

COUNT 9

(False Individual Tax Return - 2003)

28. The Grand Jury realleges paragraphs 1 through 7 of the Indictment as if set forth in full herein.

29. On or about April 15, 2004, in the State and District of Minnesota, the defendant,

LAWRENCE FRANK KLADEK,

willfully made and subscribed a 2003 U.S. Individual Income Tax Return, which was verified by a written declaration that it was made under the penalties of perjury and was filed with the Internal Revenue Service, which return the defendant did not believe to be true and correct as to every material matter in that on line 22 \$565,941 in total income was reported, whereas, as the defendant then and there well knew and believed, his actual total income for the calendar year 2003 was substantially in excess of \$565,941.

All in violation of Title 26, United States Code, Section 7206(1).

A TRUE BILL

UNITED STATES ATTORNEY

FOREPERSON

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

**CONSIDER APPLICATION FOR ON-SALE/SUNDAY INTOXICATING LIQUOR LICENSE –
TEQUILA MEXICAN GRILL, INC. dba TEQUILA MEXICAN GRILL**

Meeting Date: December 8, 2008
 Item Type: Public Hearing
 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:

Conduct public hearing 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 Boulevard.

SUMMARY:

An application for an On-Sale/Sunday Intoxicating Liquor License has been submitted by Pablo Ferreira, owner and operator of Tequila Mexican Grill. Due to the timing of the request, the applicant has indicated that he would like the license to take effect on January 1, 2009.

The Public Safety Department has concluded the background investigation on the applicant and found no basis for denial of the license request. It should be noted that Mr. Ferreira has also indicated in his business plan that he will require his employees to undergo Alcohol Server Training.

Approval of the license should be contingent upon receipt of a liquor liability insurance certificate with coverage dates of 1/1/09 – 12/31/09 as well as payment of the required license fee.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

To Approve the Final 2009 Tax Levies and Final 2009 Budgets

Meeting Date: December 8, 2008
 Item Type: Regular
 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 – 2009 Tax Levies & Budgets

PURPOSE/ACTION REQUESTED To approve the final 2009 Tax Levies and Final 2009 Budgets.

SUMMARY The City held its Truth in Taxation (TNT) hearing on December 1, 2008. The proposed property tax levies and budgets for 2009 were discussed. The percentage increase in property taxes and the reasons for the increase were also discussed. The public was invited to speak and to ask questions regarding the proposed taxes and budget. Prior to adjournment, the date, time and place for the levy and budgets to be adopted was announced. There were twenty-five members of the public in the audience and several chose to speak. The main issue raised by the public dealt with the valuations of property as determined by the County Assessor. Other items discussed were the Community Center budget and its deficit and the Golf Course budget.

The tax levies that we discussed at the TNT hearing include \$9,065,817 general operating levy. \$5,259,100 Police and Fire Salary & Benefits levy, \$67,700 PERA Employer Contribution Levy and \$819,648 debt levy for a total city-wide levy of \$15,212,265. This is 3.9% greater than in 2008. In addition there are three watershed management district debt levies totaling \$208,708. These are only levied against parcels in the individual districts and are not city-wide tax levies. The tax capacity rate is estimated to be .37403 which is the same as 2008. Reasons for the increase in tax levies include budgeting for increased contributions to the pension plan as mandated by the state legislature, increased personnel costs, increased dispatching costs, OSHA repairs to Fire Station #3 and a reduction in building permit revenues. I am attaching the page from the TNT booklets with tax levy and tax rate comparisons to this memo.

The General Fund is the main operating fund of the City. It includes police, fire, public works, streets, parks maintenance, community development, inspections, elections, administration and finance. The budget for this fund is \$18,042,300 which is an increase of 2.9% over the 2008 budget.

Other budgets discussed were the two Special Revenue Funds: Recreation and Community Center; three Enterprise Funds: Water, Sewer, and Golf Course; and five Internal Service Funds: Risk Management, Central Equipment, Central Stores, City Facilities and Management Information Services.

Summaries of each of these budgets are attached to this memo. Following adoption of the tax levies and budgets we will certify the taxes to the Dakota County Auditor, file the required reports with the Department of Revenue and the Office of the State Auditor and publish the Summary Budget in the format required by the State Auditor in the South West Review. Detailed budget books will be printed and distributed before the end of January 2009.

I recommend that the City Council adopt the attached resolutions approving the Final 2009 Tax Levies and the Final 2009 Budgets.

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

RESOLUTION NO. _____

**RESOLUTION ADOPTING THE FINAL TAX LEVIES FOR
THE YEAR 2008, COLLECTABLE IN 2009**

BE IT RESOLVED, BY THE CITY COUNCIL OF INVER GROVE HEIGHTS AS FOLLOWS:

There is a final levy upon all taxable property in the City of Inver Grove Heights for the year 2008, collectable in 2009, for the following purposes in the following amounts:

General Purpose:

General Operating Fund	\$ 9,065,817
Police & Fire Salary & Benefits	5,259,100
PERA Employer Contribution	67,700
General Bond Retirement	<u>819,648</u>

Total General Purpose Tax Levy \$15,212,265

BE IT FURTHER RESOLVED, BY THE CITY COUNCIL OF INVER GROVE HEIGHTS AS FOLLOWS: There are final levies upon all taxable property within each of the following respective Watershed Management Taxing Districts (W.M.T.D.) in the City of Inver Grove Heights a special tax for the year 2008, collectable in 2009, for the following purposes in the following amounts:

Bond Retirement

Skyline Village W.M.T.D. G.O. Storm Water District Bonds 1998B (Project No. 1990-23, Skyline Village Storm Sewer)	\$63,208
Cuneen Trail W.M.T.D. G.O. Storm Water Refunding Bonds, 2005D (Project No. 9501, Arbor Pointe Area Stormwater Pump/Lift)	\$103,800
Simley Lake W.M.T.D. G.O. Storm Water District Bonds 2002A (Project 1992-27, Cahill Ave.)	\$47,700

Adopted this 8th day of December, 2008 by the City Council of Inver Grove Heights.

Ayes:

Nays:

George Tourville, Mayor

ATTEST:

Melissa Rheaume
Deputy Clerk

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

RESOLUTION NO. _____

RESOLUTION ADOPTING THE FINAL 2009 BUDGETS

WHEREAS, the City has conducted its Truth in Taxation hearing on Monday, December 1, 2008, in accordance with all of the requirements and procedures of Minnesota State Law and the Minnesota Department of Revenue.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of Inver Grove Heights: that the final 2009 Budgets for the following funds are approved:

FUNDS

General Fund	\$18,042,300
Recreation Fund	805,500
Community Center Fund	2,721,600
Water Fund	3,075,500
Sewer Fund	2,549,400
Golf Course Fund	2,172,300
Risk Management Fund	611,900
Central Equipment Fund	2,035,100
Central Stores Fund	120,300
City Facilities Fund	356,000
Management Information Systems Fund	376,800

Adopted this 8th day of December, 2008 by the City Council of Inver Grove Heights.

Ayes:

Nays:

George Tourville, Mayor

ATTEST:

Melissa Rheume
Deputy Clerk

CITY OF INVER GROVE HEIGHTS

2009 PROPOSED CITY TAX LEVY

	<u>Amended 2008</u>	<u>Proposed 2009 9/8/2008</u>	<u>Proposed 2009 12/1/2008</u>	<u>Percent Change</u>
General Operating Fund	\$ 8,780,711	\$ 9,065,817	\$ 9,065,817	3.25%
Levies Outside of Levy Limits:				
Police & Fire Salary & Benefits	4,896,500	5,275,000	5,259,100	7.41%
PERA Employer Contribution	<u>52,900</u>	<u>67,700</u>	<u>67,700</u>	27.98%
Subtotal Operating Levies	<u>13,730,111</u>	<u>14,408,517</u>	<u>14,392,617</u>	4.83%
General Bond Retirement	<u>954,285</u>	<u>1,149,671</u>	<u>819,648</u>	-14.11%
Total City-Wide Tax Levy	<u><u>\$ 14,684,396</u></u>	<u><u>\$ 15,558,188</u></u>	<u><u>\$ 15,212,265</u></u>	3.59%
Watershed Management				
District Tax Levies:				
1993B - 70th Street	\$ 17,115	\$ -	\$ -	-100.00%
1998B - Skyline Village	76,598	63,208	63,208	-17.48%
2002A - Simley Lake	40,500	41,700	41,700	2.96%
2005D - Cuneen Trail	<u>101,000</u>	<u>103,800</u>	<u>103,800</u>	2.77%
	<u><u>\$ 14,919,609</u></u>	<u><u>\$ 15,766,896</u></u>	<u><u>\$ 15,420,973</u></u>	3.36%

TAX RATE COMPARISON

	<u>Amended 2008</u>	<u>Proposed 2009 9/8/2008</u>	<u>Proposed 2009 12/1/2008</u>
Adopted/Proposed Tax Levy	\$ 14,684,396	\$ 15,558,188	\$ 15,212,265
Less Credits:			
Fiscal Disparity	<u>(1,544,852)</u>	<u>(1,759,001)</u>	<u>(1,759,001)</u>
NET TAX LEVY	<u><u>\$ 13,139,544</u></u>	<u><u>\$ 13,799,187</u></u>	<u><u>\$ 13,453,264</u></u>
City Tax Rate	0.37403	0.38365	0.37403
Percent Change		2.57%	0.00%

**City of Inver Grove Heights
Proposed General Fund Budget Summary
With Budget Reductions
For Fiscal Year 2009**

Account Description	Actual 2006	Actual 2007	2008 Amended Budget	Actual 10/31/08	Forecasted 2008	2009 Dept Request	2009 City Admin Recommended	Change	% Change
GENERAL FUND REVENUES									
TAX REVENUE	10,705,289	12,216,016	13,758,100	6,747,414	13,627,600	14,441,500	14,425,600	667,500	4.9%
LICENSES AND PERMITS	1,149,774	976,524	884,600	483,745	795,200	749,300	749,300	(135,300)	-15.3%
INTERGOVERNMENTAL	651,165	1,212,011	411,700	509,991	660,800	410,900	410,900	(800)	-0.2%
CHARGES FOR SERVICES	955,825	1,055,694	975,100	856,904	1,105,700	1,035,500	1,005,500	30,400	3.1%
FINES & PENALTIES	178,512	196,372	165,000	174,488	219,000	175,000	175,000	10,000	6.1%
MISC. REVENUES	387,586	358,432	263,000	287,390	333,600	263,000	263,000	-	0.0%
OTHER SOURCES	348,478	1,382,400	650,000	650,000	650,000	650,000	650,000	-	0.0%
CONTRIBUTION FROM (TO) FUND BALANCE	-	-	425,800	-	(208,700)	583,200	363,000	(62,800)	-14.7%
TOTAL GENERAL FUND REVENUES	14,376,629	17,397,449	17,533,300	9,709,932	17,183,200	18,308,400	18,042,300	509,000	2.9%
GENERAL FUND EXPENDITURES									
MAYOR-COUNCIL	195,275	205,757	207,200	192,442	215,300	190,900	215,900	8,700	4.2%
ADMINISTRATION	654,926	657,445	755,300	566,855	690,400	778,000	773,500	18,200	2.4%
ELECTIONS	40,552	632	62,800	15,795	64,600	3,900	3,900	(58,900)	-93.8%
FINANCE	833,975	876,553	885,600	755,622	905,100	955,400	955,400	69,800	7.9%
COMMUNITY DEVELOPMENT	226,126	223,481	378,200	199,140	387,600	494,000	392,800	14,600	3.9%
PLANNING	267,405	328,660	428,200	305,475	427,800	438,800	438,800	10,600	2.5%
INSPECTIONS	654,430	593,565	649,700	537,837	643,800	686,700	686,700	37,000	5.7%
POLICE	4,098,975	4,954,642	5,090,400	4,321,622	5,152,800	5,441,700	5,409,500	319,100	6.3%
FIRE	1,411,575	1,555,147	1,825,600	1,285,673	1,839,200	2,014,900	1,917,900	92,300	5.1%
PUBLIC WORKS	404,060	406,411	423,400	432,892	428,000	449,900	449,900	26,500	6.3%
ENGINEERING	716,126	846,020	904,800	760,339	904,300	931,500	931,500	26,700	3.0%
STREETS	1,384,028	1,643,500	2,386,200	1,472,285	2,017,600	2,256,400	2,251,400	(134,800)	-5.6%
STREET LIGHTING	115,881	102,034	130,000	99,706	132,500	158,000	158,000	28,000	21.5%
PARKS	1,334,580	1,442,374	1,538,500	1,265,843	1,506,800	1,590,100	1,583,900	45,400	3.0%
CONTINGENCY	-	-	99,200	-	99,200	150,000	105,000	5,800	5.8%
TRANSFERS	1,303,500	1,833,000	1,768,200	1,687,333	1,768,200	1,768,200	1,768,200	-	0.0%
TOTAL GENERAL FUND EXPENDITURES	13,641,414	15,669,221	17,533,300	13,898,859	17,183,200	18,308,400	18,042,300	509,000	2.9%
NET REVENUES OVER EXPENDITURES	735,215	1,728,228	-	(4,188,927)	-	-	-	-	-

City of Inver Grove Heights

Proposed 2009 Budget

Recreation Summary 504

Account Number	Account Description	2006	2007	2008	06/30/08	2008	2009	2009
		Actual	Actual	Amended Budget	Actual	Forecast	Department Request	City Admin Recommended
Charges for Services		226,183	234,138	243,400	147,817	233,000	234,600	234,600
Miscellaneous Revenues		16,016	23,649	5,000	8,948	14,400	11,500	11,500
Other Sources		481,000	490,000	517,900	249,999	519,800	559,400	559,400
Total Revenues		723,199	747,786	766,300	406,764	767,200	805,500	805,500
Personnel		399,472	424,146	489,400	256,978	530,200	546,400	546,400
Prof/Tech Services		72,076	55,675	58,000	10,074	50,200	47,900	47,900
Purch. Svcs - Prop/Equipment		66,962	58,399	77,600	23,331	66,400	80,400	80,400
Other Purchased Services		33,110	33,976	39,800	16,687	35,300	39,500	39,500
Supplies		70,268	73,912	86,300	32,301	76,200	86,300	86,300
Other Expenses/Expenditures		10,341	4,327	5,200	6,893	8,900	5,000	5,000
Capital Outlay		0	0	10,000	10,000	10,000	0	0
Total Expenses		652,228	650,434	766,300	356,265	767,200	805,500	805,500

City of Inver Grove Heights

Proposed 2009 Budget

Comm Ctr Summary 505

Account Number	Account Description	2006	2007	2008	06/30/08	2008	2009	2009
		Actual	Actual	Amended Budget	Actual	Forecast	Department Request	City Admin Recommended
Administration Charges		35,100	36,200	37,300	18,650	37,300	38,400	38,400
Charges for Services		2,075,222	1,949,621	2,071,100	993,014	1,833,900	2,053,600	2,053,600
Miscellaneous Revenues		136,520	145,681	131,200	19,859	140,400	125,200	125,200
Other Sources		378,439	383,204	555,300	0	688,100	575,000	504,400
Total Revenue		2,625,281	2,514,705	2,794,900	1,031,523	2,699,700	2,792,200	2,721,600
Personnel		1,392,911	1,402,886	1,591,000	520,526	1,583,300	1,671,800	1,622,700
Prof/Tech Services		43,960	19,329	46,100	25,842	31,000	13,200	13,200
Purch. Svcs - Prop/Equipment		668,857	616,939	599,200	313,334	585,900	603,600	602,100
Other Purchased Services		108,247	100,391	123,800	57,078	104,900	128,000	128,000
Supplies		220,913	230,010	198,200	116,573	194,700	194,900	194,900
Other Expenses/Expenditures		79,627	56,546	30,300	19,614	36,900	37,300	37,300
Purchases		103,310	79,287	59,100	29,310	59,000	66,400	66,400
Capital Outlay		7,455	9,317	147,200	24,874	104,000	77,000	57,000
Total Expenses		2,625,281	2,514,705	2,794,900	1,107,150	2,699,700	2,792,200	2,721,600

City of Inver Grove Heights

Proposed 2009 Budget

Water Utility Summary 501

Account Number	Account Description	2006	2007	2008	06/30/08	2008	2009	2009
		Actual	Actual	Amended Budget	Actual	Forecast	Department Request	City Admin Recommended
Misc. Revenues		316,325	384,493	200,000	55,440	200,000	200,000	200,000
Special Assessments		1,945	(3,150)	0	13,008	15,900	0	0
Utility Revenues		2,806,487	2,963,389	3,059,500	1,094,341	2,573,400	2,996,500	2,996,500
Other Sources		2,695,943	0	(458,800)	0	38,600	(121,000)	(121,000)
Total Revenues		5,820,700	3,344,732	2,800,700	1,162,789	2,827,900	3,075,500	3,075,500
Personnel		372,291	408,590	444,300	206,797	435,500	459,100	459,100
Prof/Tech Services		47,087	53,757	72,700	31,892	72,700	72,700	72,700
Purch. Svcs - Prop/Equipment		584,557	669,958	595,400	258,593	613,400	604,200	604,200
Other Purchased Services		46,257	44,358	51,200	23,910	51,800	51,100	51,100
Supplies		81,080	93,040	92,200	62,666	100,900	100,700	100,700
Other Expenses/Expenditures		839,045	877,830	887,300	497,800	887,300	898,500	898,500
Cost of Sales		12,987	4,755	30,000	6,626	20,000	30,000	30,000
Capital Outlay		0	0	2,800	0	0	0	0
Transfers		377,383	1,079,707	624,800	518,242	646,300	859,200	859,200
Total Expenses		2,360,688	3,231,995	2,800,700	1,606,526	2,827,900	3,075,500	3,075,500

City of Inver Grove Heights

Proposed 2009 Budget

Sewer Summary 502

Account Number	Account Description	2006	2007	2008	2008	2008	2009	2009
		Actual	Actual	Amended Budget	06/30/08 Actual	Forecast	Department Request	City Admin Recommended
Miscellaneous Revenues		146,631	183,784	150,000	26,620	150,000	150,000	150,000
Utility Revenues		2,359,705	2,512,190	2,627,000	1,285,954	2,539,700	2,582,000	2,582,000
Other Sources		210,000	0	(223,500)	0	(120,100)	(182,600)	(182,600)
Total Revenues		2,716,336	2,695,974	2,553,500	1,312,574	2,569,600	2,549,400	2,549,400
Personnel		252,191	269,525	273,500	139,816	288,300	284,100	284,100
Prof/Tech Services		174	144	200	0	200	200	200
Purch. Svcs - Prop/Equipment		1,439,459	1,462,058	1,724,100	1,031,837	1,724,100	1,696,000	1,696,000
Other Purchased Services		7,712	6,663	7,800	4,550	9,100	8,200	8,200
Supplies		11,137	12,882	18,900	9,110	18,900	20,700	20,700
Other Expenses/Expenditures		502,541	514,337	529,000	289,760	529,000	540,200	540,200
Total Expenses		2,213,214	2,265,610	2,553,500	1,475,073	2,569,600	2,549,400	2,549,400

City of Inver Grove Heights

Proposed 2009 Budget

Golf Summary 503

Account Number	Account Description	2006	2007	2008	2008	2008	2009	2009
		Actual	Actual	Amended Budget	06/30/08 Actual	Forecast	Department Request	City Admin Recommended
	Charges for Services	1,555,519	1,579,503	1,899,500	612,902	1,445,500	1,726,800	1,726,800
	Miscellaneous Revenues	18,331	1,801	14,000	1,481	2,000	16,000	16,000
	Other Sources	0	0	400,000	0	877,400	429,500	429,500
	Revenue	1,573,850	1,581,304	2,313,500	614,383	2,324,900	2,172,300	2,172,300
	Personnel	815,469	881,477	892,900	385,776	907,000	927,700	927,700
	Prof/Tech Services	15,291	240	100	0	5,300	400	400
	Purch. Svcs - Prop/Equipment	102,225	115,454	98,700	48,994	101,400	108,200	108,200
	Other Purchased Services	91,364	86,944	94,500	47,077	91,400	95,500	95,500
	Supplies	141,589	172,821	164,800	90,462	167,000	179,300	179,300
	Other Expenses/Expenditures	295,419	294,303	317,400	193,472	316,500	289,000	289,000
	Cost of Sales	107,408	114,500	112,000	32,185	116,000	119,000	119,000
	Capital Outlay	0	0	189,000	167,011	176,200	0	0
	Debt Service	146,778	138,172	444,100	57,155	444,100	453,200	453,200
	Transfers	84,800	88,200	0	0	0	0	0
	Expenses	1,800,343	1,892,110	2,313,500	1,022,131	2,324,900	2,172,300	2,172,300

City of Inver Grove Heights

Proposed 2009 Budget

Risk Summary 602

Account Number	Account Description	2006	2007	2008	06/30/08	2008	2009	2009
		Actual	Actual	Amended Budget	Actual	Forecast	Department Request	City Admin Recommended
Charges for Service		522,400	559,500	642,800	467,700	642,800	585,200	585,200
Miscellaneous Revenues		79,379	136,080	40,000	84,314	117,700	40,000	40,000
Other Sources		0	0	(16,300)	0	(38,000)	(13,300)	(13,300)
Total Revenues		601,779	695,580	666,500	552,014	722,500	611,900	611,900
Personnel		10,841	12,866	13,800	7,046	14,500	14,900	14,900
Other Purchased Services		534,942	574,063	649,400	381,677	644,700	593,700	593,700
Supplies		0	660	3,300	0	3,300	3,300	3,300
Other Expenses/Expenditures		67,212	59,965	0	59,966	60,000	0	0
Total Expenses		612,995	647,554	666,500	448,690	722,500	611,900	611,900

City of Inver Grove Heights

Proposed 2009 Budget

Ctrl Equipment Summary 603

Account Number	Account Description	2006	2007	2008	06/30/08	2008	2009	2009
		Actual	Actual	Amended Budget	Actual	Forecast	Department Request	City Admin Recommended
Total Revenues		3,244,443	2,957,803	2,328,400	1,145,305	2,483,800	2,975,000	2,035,100
Personnel		234,387	242,826	265,900	127,437	251,800	275,800	275,800
Purch. Svcs - Prop/Equipment		209,321	247,691	287,900	136,916	296,400	330,500	330,500
Other Purchased Services		11,927	10,495	14,200	5,620	14,200	15,200	15,200
Supplies		242,909	272,103	263,700	132,338	424,700	471,300	471,300
Other Expenses/Expenditures		605,967	618,269	700,000	408,333	700,000	700,000	700,000
Capital Outlay		0	0	796,700	246,401	796,700	1,182,200	242,300
Total Expenses		1,304,511	1,391,385	2,328,400	1,057,045	2,483,800	2,975,000	2,035,100

City of Inver Grove Heights

Proposed 2009 Budget

Central Stores Summary 604

Account Number	Account Description	2006	2007	2008	06/30/08	2008	2009	2009
		Actual	Actual	Amended Budget	Actual	Forecast	Department Request	City Admin Recommended
Total Revenues		144,553	152,871	99,200	75,042	137,400	120,300	120,300
Personnel		5,689	5,640	6,200	3,311	6,900	7,300	7,300
Purch. Svcs - Prop/Equipment		5,842	6,760	17,800	3,852	17,800	17,800	17,800
Other Purchased Services		500	500	500	0	0	0	0
Supplies		42,287	40,415	61,700	22,170	61,700	61,700	61,700
Other Expenses/Expenditures		12,593	12,779	13,000	7,583	13,000	13,500	13,500
Capital Outlay		0	0	0	0	38,000	20,000	20,000
Total Expenses		66,911	66,093	99,200	36,916	137,400	120,300	120,300

City of Inver Grove Heights

Proposed 2009 Budget

City Facilities Summary 605

Account Number	Account Description	2006	2007	2008	10/31/08	2008	2009	2009
		Actual	Actual	Amended Budget	Actual	Forecast	Department Request	City Admin Recommended
Revenues		349,472	366,259	361,000	295,513	361,500	370,900	370,900
Miscellaneous Revenues		0	1,000	0	308	300	0	0
Other Sources		5,505	0	35,500	0	285,500	(14,900)	(14,900)
Total Revenues		354,976	367,259	396,500	295,821	647,300	356,000	356,000
Personnel		48,803	56,932	59,600	57,179	65,700	67,100	67,100
Prof/Tech Services		0	23,907	0	36,735	36,900	0	0
Purch. Svcs - Prop/Equipment		95,584	131,376	111,900	83,337	110,500	113,900	113,900
Other Purchased Services		65,854	73,067	77,400	58,341	77,600	77,400	77,400
Supplies		16,683	22,646	18,600	9,641	17,600	18,600	18,600
Other Expenses/Expenditures		64,542	64,093	79,000	72,417	79,000	79,000	79,000
Capital Outlay		0	0	50,000	252,013	260,000	0	0
Total Expenses		291,466	372,022	396,500	569,663	647,300	356,000	356,000

City of Inver Grove Heights

Proposed 2009 Budget

Mgmt Info Sys Summary 606

Account Number	Account Description	2006	2007	2008	10/31/08	2008	2009	2009
		Actual	Actual	Amended Budget	Actual	Forecast	Department Request	City Admin Recommended
Total Revenues		344,428	338,047	336,800	277,203	384,700	376,800	376,800
Personnel		100,149	100,713	170,400	157,621	168,500	171,700	171,700
Property & Equipment		15,827	36,909	27,000	10,120	27,000	27,000	27,000
Purch. Svcs - Prop/Equipment		5,690	9,315	28,000	7,879	13,000	28,100	28,100
Other Purchased Services		5,914	1,518	8,000	842	8,000	8,000	8,000
Supplies		75,510	47,237	49,900	108,486	114,700	66,000	66,000
Other Expenses/Expenditures		25,870	18,322	53,500	49,042	53,500	53,500	53,500
Capital Outlay		0	0	0	0	0	22,500	22,500
Transfers		105,000	0	0	0	0	0	0
Total Expenses		333,960	214,015	336,800	333,990	384,700	376,800	376,800

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Approve Resolutions Awarding the Sale of Two Bond Issues

Meeting Date: December 8, 2008
 Item Type: Regular Agenda
 Contact: Ann Lanoue – 651.450.2517
 Prepared by: Ann Lanoue, Finance Director
 Reviewed by: Ann Lanoue

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

PURPOSE/ACTION REQUESTED

Approve resolutions awarding the sale of \$4,855,000 General Obligation Improvement Bonds, Series 2008A and \$520,000 General Obligation Equipment Certificates, Series 2008B.

SUMMARY

At the November 24, 2008 meeting the City Council authorized the sale of two bond issues:

1. \$4,855,000 General Obligation Improvement Bonds, Series 2008A, which will be used to finance the cost of Project 2003-03, Southern Sanitary Sewer System and Project 2008-09D, Urban Reconstruction in the South Grove area. Originally Project 2008-11, East Segment of the Southern Sanitary Sewer was to be included with the Series 2008A Bonds. This project has been deleted from the bond issue since it was never formally ordered by the City Council.
2. \$520,000 General Obligation Equipment Certificates, Series 2008B, which will be used to finance the purchase of equipment as approved in the 2008 Budget.

A copy of the preliminary Official Statement dated November 26, 2008 as well as an addendum dated December 1, 2008 restating the amount of the 2008A Bonds was mailed to each member of the City Council. The resolutions awarding the sale of these bonds have been prepared by our bond attorneys, Kennedy and Graven, and are attached to this memo.

Ehlers and Associates have solicited bids for these bond issues. The bids are due to Ehlers by 12:00 noon. CT on Monday, December 8, 2008. A representative of Ehlers and Associates will be present at the City Council meeting to present the bids and recommendations.

We applied to Moody's for a rating on these bond issues and they have confirmed the City's AA3 rating.

I recommend that the City Council consider adopting the attached resolutions awarding the sale of the bonds as recommended by Ehlers and Associates.

Extract of Minutes of Meeting
of the City Council of the City of
Inver Grove Heights, Dakota County, Minnesota

Pursuant to due call and notice thereof, a regular meeting of the City Council of the City of Inver Grove Heights, Minnesota, was duly held in the City Hall in said City on Monday, December 8, 2008, commencing at 7:30 P.M.

The following members were present:

and the following were absent:

* * *

* * *

* * *

The Mayor announced that the next order of business was consideration of the proposals which had been received for the purchase of the City's \$_____ General Obligation Improvement Bonds, Series 2008A.

The City Administrator presented a tabulation of the proposals that had been received in the manner specified in the Terms of Proposal for the Bonds. The proposals were as set forth in EXHIBIT A attached.

After due consideration of the proposals, Member _____ then introduced the following resolution, and moved its adoption:

RESOLUTION NO. _____

**A RESOLUTION AWARDING THE SALE OF \$ _____
GENERAL OBLIGATION IMPROVEMENT BONDS, SERIES 2008A;
FIXING THEIR FORM AND SPECIFICATIONS;
DIRECTING THEIR EXECUTION AND DELIVERY;
AND PROVIDING FOR THEIR PAYMENT**

BE IT RESOLVED By the City Council of the City of Inver Grove Heights, Dakota County, Minnesota (the “City”) as follows:

Section 1. Sale of Bonds.

1.01 It is hereby determined that:

(a) the following assessable public improvements have been made, duly ordered or contracts let for the construction thereof, by the City pursuant to the provisions of Minnesota Statutes, Chapter 429: (i) Southern Sanitary Sewer System Project 2003-03, and (ii) South Grove Urban Street Reconstruction III (collectively, the “Improvements”):

<u>Project Designation & Description:</u>	<u>Total Project Cost</u>
Project Construction Fund	\$
Underwriter’s Discount	
Costs of Issuance	
Rounding Amount	
Total	\$

(b) it is necessary and expedient to the sound financial management of the affairs of the City to issue its \$ _____ General Obligation Improvement Bonds, Series 2008A (the “Bonds”) pursuant to Minnesota Statutes, Chapters 429 and 475, as amended (collectively, the “Act”) to provide financing for the Improvements.

(c) The City is authorized by Section 475.60, Subdivision 2(9) of the Act to negotiate the sale of the Bonds, it being determined that the City has retained an independent financial advisor in connection with such sale. The actions of the City staff and financial advisor in negotiating the sale of the Bonds are ratified and confirmed in all aspects.

1.02. Award to the Purchaser and Interest Rates. The proposal of _____ (the “Purchaser”) to purchase the Bonds described in the Terms of Proposal thereof is hereby found and determined to be a reasonable offer and is hereby accepted, the proposal being to purchase the Bonds at a price of \$ _____ plus accrued interest to date of delivery, for Bonds bearing interest as follows:

<u>Year of Maturity</u>	<u>Interest Rate</u>	<u>Year of Maturity</u>	<u>Interest Rate</u>
2010	%	2016	%
2011		2017	
2012		2018	
2013		2019	
2014		2020	
2015			

True interest cost: _____%

1.03. Purchase Contract. The sum of \$_____ being the amount proposed by the Purchaser in excess of \$_____ shall be credited to the Construction Fund created under Section 4.01 hereof, as determined by the City’s financial advisor. The City Finance Director is directed to retain the good faith check of the Purchaser, pending completion of the sale of the Bonds, and to return the good faith checks of the unsuccessful proposers. The Mayor and the City Administrator are directed to execute a contract with the Purchaser on behalf of the City.

1.04. Terms and Principal Amounts of the Bonds. The City will forthwith issue and sell the Bonds pursuant to the Act in the total principal amount of \$_____, originally dated December 30, 2008, in the denomination of \$5,000 each or any integral multiple thereof, numbered No. R-1, upward, bearing interest as above set forth, and maturing serially on February 1 in the years and amounts as follows:

<u>Year</u>	<u>Amount</u>	<u>Year</u>	<u>Amount</u>
2010	\$	2016	\$
2011		2017	
2012		2018	
2013		2019	
2014		2020	
2015			

1.05. Optional Redemption. The City may elect on February 1, 2016, and on any day thereafter to prepay Bonds due on or after February 1, 2017. Redemption may be in whole or in part and if in part, at the option of the City and in such manner as the City will determine. If less than all Bonds of a maturity are called for redemption, the City will notify DTC (as defined in Section 7 hereof) of the particular amount of such maturity to be prepaid. DTC will determine by lot the amount of each participant’s interest in such maturity to be redeemed and each participant will then select by lot the beneficial ownership interests in such maturity to be redeemed. Prepayments will be at a price of par plus accrued interest.

1.06. Term Bonds. To be completed if Term Bonds are requested by the Purchaser.

Section 2. Registration and Payment.

2.01. Registered Form. The Bonds will be issued only in fully registered form. The interest thereon and, upon surrender of each Bond, the principal amount thereof, is payable by check or draft issued by the Registrar described herein.

2.02. Dates; Interest Payment Dates. Each Bond will be dated as of the last interest payment date preceding the date of authentication to which interest on the Bond has been paid or made available for payment, unless (i) the date of authentication is an interest payment date to which interest has been paid or made available for payment, in which case the Bond will be dated as of the date of authentication, or (ii) the date of authentication is prior to the first interest payment date, in which case the Bond will be dated as of the date of original issue. The interest on the Bonds is payable on February 1 and August 1 of each year, commencing August 1, 2009, to the registered owners of record thereof as of the close of business on the fifteenth day of the immediately preceding month, whether or not that day is a business day.

2.03. Registration. The City will appoint a bond registrar, transfer agent, authenticating agent and paying agent (the "Registrar"). The effect of registration and the rights and duties of the City and the Registrar with respect thereto are as follows:

(a) Register. The Registrar must keep at its principal corporate trust office a bond register in which the Registrar provides for the registration of ownership of Bonds and the registration of transfers and exchanges of Bonds entitled to be registered, transferred or exchanged.

(b) Transfer of Bonds. Upon surrender for transfer of a Bond duly endorsed by the registered owner thereof or accompanied by a written instrument of transfer, in form satisfactory to the Registrar, duly executed by the registered owner thereof or by an attorney duly authorized by the registered owner in writing, the Registrar will authenticate and deliver, in the name of the designated transferee or transferees, one or more new Bonds of a like aggregate principal amount and maturity, as requested by the transferor. The Registrar may, however, close the books for registration of any transfer after the fifteenth day of the month preceding each interest payment date and until that interest payment date.

(c) Exchange of Bonds. When Bonds are surrendered by the registered owner for exchange the Registrar will authenticate and deliver one or more new Bonds of a like aggregate principal amount and maturity as requested by the registered owner or the owner's attorney in writing.

(d) Cancellation. Bonds surrendered upon transfer or exchange will be promptly cancelled by the Registrar and thereafter disposed of as directed by the City.

(e) Improper or Unauthorized Transfer. When a Bond is presented to the Registrar for transfer, the Registrar may refuse to transfer the Bond until the Registrar is satisfied that the endorsement on the Bond or separate instrument of transfer is valid and

genuine and that the requested transfer is legally authorized. The Registrar will incur no liability for the refusal, in good faith, to make transfers which it, in its judgment, deems improper or unauthorized.

(f) Persons Deemed Owners. The City and the Registrar may treat the person in whose name a Bond is registered in the bond register as the absolute owner of the Bond, whether the Bond is overdue or not, for the purpose of receiving payment of, or on account of, the principal of and interest on the Bond and for all other purposes and payments so made to the registered owner or upon the owner's order will be valid and effectual to satisfy and discharge the liability upon the Bond to the extent of the sum or sums so paid.

(g) Taxes, Fees and Charges. The Registrar may impose a charge upon the owner thereof for a transfer or exchange of Bonds, sufficient to reimburse the Registrar for any tax, fee or other governmental charge required to be paid with respect to the transfer or exchange.

(h) Mutilated, Lost, Stolen or Destroyed Bonds. If a Bond becomes mutilated or is destroyed, stolen or lost, the Registrar will deliver a new Bond of like amount, number, maturity date and tenor in exchange and substitution for and upon cancellation of the mutilated Bond or in lieu of and in substitution for a Bond destroyed, stolen or lost, upon the payment of the reasonable expenses and charges of the Registrar in connection therewith; and, in the case of a Bond destroyed, stolen or lost, upon filing with the Registrar of evidence satisfactory to it that the Bond was destroyed, stolen or lost, and of the ownership thereof, and upon furnishing to the Registrar of an appropriate bond or indemnity in form, substance and amount satisfactory to it and as provided by law, in which both the City and the Registrar must be named as obligees. Bonds so surrendered to the Registrar will be cancelled by the Registrar and evidence of such cancellation must be given to the City. If the mutilated, destroyed, stolen or lost Bond has already matured or been called for redemption in accordance with its terms it is not necessary to issue a new Bond prior to payment.

(i) Redemption. In the event any of the Bonds are called for redemption, notice thereof identifying the Bonds to be redeemed will be given by the Registrar by mailing a copy of the redemption notice by first class mail (postage prepaid) to the registered owner of each Bond to be redeemed at the address shown on the registration books kept by the Registrar and by publishing the notice if required by law. Failure to give notice by publication or by mail to any registered owner, or any defect therein, will not affect the validity of the proceedings for the redemption of Bonds. Bonds so called for redemption will cease to bear interest after the specified redemption date, provided that the funds for the redemption are on deposit with the place of payment at that time.

2.04. Appointment of Initial Registrar. The City appoints Wells Fargo Bank, National Association, Minneapolis, Minnesota, as the initial Registrar. The Mayor and the City Administrator are authorized to execute and deliver, on behalf of the City, a contract with the Registrar. Upon merger or consolidation of the Registrar with another corporation, if the

resulting corporation is a bank or trust company authorized by law to conduct such business, the resulting corporation is authorized to act as successor Registrar. The City agrees to pay the reasonable and customary charges of the Registrar for the services performed. The City reserves the right to remove the Registrar upon 30 days' notice and upon the appointment of a successor Registrar, in which event the predecessor Registrar must deliver all cash and Bonds in its possession to the successor Registrar and must deliver the bond register to the successor Registrar. On or before each principal or interest due date, without further order of this Council, the City Finance Director must transmit to the Registrar monies sufficient for the payment of all principal and interest then due.

2.05. Execution, Authentication and Delivery. The Bonds will be prepared under the direction of the City Administrator and executed on behalf of the City by the signatures of the Mayor and the City Administrator, provided that those signatures may be printed, engraved or lithographed facsimiles of the originals. If an officer whose signature or a facsimile of whose signature appears on the Bonds ceases to be such officer before the delivery of a Bond, that signature or facsimile will nevertheless be valid and sufficient for all purposes, the same as if the officer had remained in office until delivery. Notwithstanding such execution, a Bond will not be valid or obligatory for any purpose or entitled to any security or benefit under this Resolution unless and until a certificate of authentication on the Bond has been duly executed by the manual signature of an authorized representative of the Registrar. Certificates of authentication on different Bonds need not be signed by the same representative. The executed certificate of authentication on a Bond is conclusive evidence that it has been authenticated and delivered under this Resolution. When the Bonds have been so prepared, executed and authenticated, the City Administrator will deliver the same to the Purchaser upon payment of the purchase price in accordance with the contract of sale heretofore made and executed, and the Purchaser is not obligated to see to the application of the purchase price.

2.06. Temporary Bonds. The City may elect to deliver in lieu of printed definitive Bonds one or more typewritten temporary Bonds in substantially the form set forth in Section 3 with such changes as may be necessary to reflect more than one maturity in a single temporary bond. Upon the execution and delivery of definitive Bonds the temporary Bonds will be exchanged therefor and cancelled.

Section 3. Form of Bond.

3.01. Execution of the Bonds. The Bonds will be printed or typewritten in substantially the following form:

No. R-_____

\$_____

UNITED STATES OF AMERICA
STATE OF MINNESOTA
COUNTY OF DAKOTA
CITY OF INVER GROVE HEIGHTS

GENERAL OBLIGATION IMPROVEMENT BOND, SERIES 2008A

<u>Rate</u>	<u>Maturity</u>	<u>Date of Original Issue</u>	<u>CUSIP</u>
	February 1, 20__	December 30, 2008	

Registered Owner: Cede & Co.

The City of Inver Grove Heights, Minnesota, a duly organized and existing municipal corporation and political subdivision located in Dakota County, Minnesota (the "City"), acknowledges itself to be indebted and for value received hereby promises to pay to the Registered Owner specified above or registered assigns, the principal sum of \$_____ on the maturity date specified above, with interest thereon from the date hereof at the annual rate specified above, payable February 1 and August 1 in each year, commencing August 1, 2009, to the person in whose name this Bond is registered at the close of business on the fifteenth day (whether or not a business day) of the immediately preceding month. The interest hereon and, upon presentation and surrender hereof, the principal hereof are payable in lawful money of the United States of America by check or draft by Wells Fargo Bank, National Association, Minneapolis, Minnesota, as Bond Registrar, Paying Agent, Transfer Agent and Authenticating Agent, or its designated successor under the Resolution described herein. For the prompt and full payment of such principal and interest as the same respectively become due, the full faith and credit and taxing powers of the City have been and are hereby irrevocably pledged.

The City may elect on February 1, 2016, and on any date thereafter to prepay Bonds due on or after February 1, 2017. Redemption may be in whole or in part and if in part, at the option of the City and in such manner as the City will determine. If less than all Bonds of a maturity are called for redemption, the City will notify Depository Trust Company ("DTC") of the particular amount of such maturity to be prepaid. DTC will determine by lot the amount of each participant's interest in such maturity to be redeemed and each participant will then select by lot the beneficial ownership interests in such maturity to be redeemed. Prepayments will be at a price of par plus accrued interest.

The City Council has designated the issue of Bonds of which this Bond forms a part as "qualified tax exempt obligations" within the meaning of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended (the "Code") relating to disallowance of interest expense for financial institutions and within the \$10 million limit allowed by the Code for the calendar year of issue.

This Bond is one of an issue in the aggregate principal amount of \$_____, all of like original issue date and tenor, except as to number, maturity date, redemption privilege, and interest rate, all issued pursuant to a resolution adopted by the City Council on December 8, 2008 (the "Resolution"), for the purpose of providing money to defray the expenses incurred and to be incurred in making local improvements, pursuant to and in full conformity with the Constitution and laws of the State of Minnesota, including Minnesota Statutes, Chapters 429 and 475, as amended, and the principal hereof and interest hereon are payable from special assessments against property specially benefited by local improvements and from ad valorem taxes for the City's share of the cost of the improvements, as set forth in the Resolution to which reference is made for a full statement of rights and powers thereby conferred. The full faith and credit of the City are irrevocably pledged for payment of this Bond and the City Council has obligated itself to levy additional ad valorem taxes on all taxable property in the City in the event of any deficiency in special assessments and taxes pledged, which additional taxes may be levied without limitation as to rate or amount. The Bonds of this series are issued only as fully registered Bonds in denominations of \$5,000 or any integral multiple thereof of single maturities.

As provided in the Resolution and subject to certain limitations set forth therein, this Bond is transferable upon the books of the City at the principal office of the Bond Registrar, by the registered owner hereof in person or by the owner's attorney duly authorized in writing, upon surrender hereof together with a written instrument of transfer satisfactory to the Bond Registrar, duly executed by the registered owner or the owner's attorney; and may also be surrendered in exchange for Bonds of other authorized denominations. Upon such transfer or exchange the City will cause a new Bond or Bonds to be issued in the name of the transferee or registered owner, of the same aggregate principal amount, bearing interest at the same rate and maturing on the same date, subject to reimbursement for any tax, fee or governmental charge required to be paid with respect to such transfer or exchange.

The City and the Bond Registrar may deem and treat the person in whose name this Bond is registered as the absolute owner hereof, whether this Bond is overdue or not, for the purpose of receiving payment and for all other purposes, and neither the City nor the Bond Registrar will be affected by any notice to the contrary.

IT IS HEREBY CERTIFIED, RECITED, COVENANTED AND AGREED that all acts, conditions and things required by the Constitution and laws of the State of Minnesota, to be done, to exist, to happen and to be performed preliminary to and in the issuance of this Bond in order to make it a valid and binding general obligation of the City in accordance with its terms, have been done, do exist, have happened and have been performed as so required, and that the issuance of this Bond does not cause the indebtedness of the City to exceed any constitutional or statutory limitation of indebtedness.

This Bond is not valid or obligatory for any purpose or entitled to any security or benefit under the Resolution until the Certificate of Authentication hereon has been executed by the Bond Registrar by manual signature of one of its authorized representatives.

IN WITNESS WHEREOF, the City of Inver Grove Heights, Dakota County, Minnesota, by its City Council, has caused this Bond to be executed on its behalf by the facsimile or manual signatures of the Mayor and City Administrator and has caused this Bond to be dated as of the date set forth below.

Dated: _____

CITY OF INVER GROVE HEIGHTS,
MINNESOTA

(Facsimile)
City Administrator

(Facsimile)
Mayor

CERTIFICATE OF AUTHENTICATION

This is one of the Bonds delivered pursuant to the Resolution mentioned within.

WELLS FARGO BANK,
NATIONAL ASSOCIATION

By _____
Authorized Representative

The following abbreviations, when used in the inscription on the face of this Bond, will be constructed as though they were written out in full according to applicable laws or regulations:

TEN COM -- as tenants
in common

UNIF GIFT MIN ACT _____ Custodian _____
(Cust) (Minor)

TEN ENT -- as tenants
by entireties

under Uniform Gifts or
Transfers to Minors

JT TEN -- as joint tenants with
right of survivorship and Act
not as tenants in common (State)

Additional abbreviations may also be used though not in the above list.

ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto _____ the within Bond and all rights thereunder, and does hereby irrevocably constitute and appoint _____ attorney to transfer the said Bond on the books kept for registration of the within Bond, with full power of substitution in the premises.

Dated: _____

Notice: The assignor's signature to this assignment must correspond with the name as it appears upon the face of the within Bond in every particular, without alteration or any change whatever.

Signature Guaranteed:

NOTICE: Signature(s) must be guaranteed by a financial institution that is a member of the Securities Transfer Agent Medallion Program ("STAMP"), the Stock Exchange Medallion Program ("SEMP"), the New York Stock Exchange, Inc. Medallion Signatures Program ("MSP") or other such "signature guarantee program" as may be determined by the Registrar in addition to, or in substitution for, STAMP, SEMP or MSP, all in accordance with the Securities Exchange Act of 1934, as amended.

The Bond Registrar will not effect transfer of this Bond unless the information concerning the assignee requested below is provided.

Name and Address: _____

(Include information for all joint owners if this Bond is held by joint account.)

Please insert social security or other identifying number of assignee

PROVISIONS AS TO REGISTRATION

The ownership of the principal of and interest on the within Bond has been registered on the books of the Registrar in the name of the person last noted below.

<u>Date of Registration</u>	<u>Registered Owner</u>	<u>Signature of Officer of Registrar</u>
	Cede & Co. Federal ID #13-2555119	

3.02. Approving Legal Opinion. The City Administrator is directed to obtain a copy of the proposed approving legal opinion of Kennedy & Graven, Chartered, Minneapolis, Minnesota, which is to be complete except as to dating thereof and to cause the opinion to be printed on or accompany each Bond.

Section 4. Payment; Security; Pledges and Covenants.

4.01. Funds and Accounts. (a) Debt Service Fund. The Bonds are payable from the General Obligation Improvement Bonds, Series 2008A Debt Service Fund (the “Debt Service Fund”) hereby created, and the proceeds of general taxes hereinafter levied (the “Taxes”), and special assessments (the “Assessments”) levied or to be levied for the Improvements described in Section 1.01 are hereby pledged to the Debt Service Fund. If a payment of principal or interest on the Bonds becomes due when there is not sufficient money in the Debt Service Fund to pay the same, the City Finance Director is directed to pay such principal or interest from the general fund of the City, and the general fund will be reimbursed for those advances out of the proceeds of Assessments and Taxes when collected. There is appropriated to the Debt Service Fund capitalized interest funded from Bond proceeds, if any.

(b) Construction Fund. The proceeds of the Bonds, less the appropriations made in subparagraph (a), together with any other funds appropriated for the Improvements and Assessments and Taxes collected during the construction of the Improvements will be deposited in a separate construction fund (which may contain separate accounts for each Improvement) (the “Construction Fund”) to be used solely to defray expenses of the Improvements and the payment of principal and interest on the Bonds prior to the completion and payment of all costs of the Improvements. There is appropriated to the Construction Fund any amount over the minimum purchase price paid by the Purchaser, to the extent designated for deposit in the

Construction Fund in accordance with Section 1.03 hereof. Any balance remaining in the Construction Fund after completion of the Improvements may be used to pay the cost in whole or in part of any other improvement instituted under the Act. When the Improvements are completed and the cost thereof paid, the Construction Fund is to be closed and subsequent collections of Assessments and Taxes for the Improvements are to be deposited in the Debt Service Fund.

4.02. City Covenants. It is determined that the Improvements will directly and indirectly benefit abutting property, and the City covenants with the holders from time to time of the Bonds as follows:

(a) The City has caused or will cause the Assessments for the Improvements to be promptly levied so that the first installment will be collectible not later than 2009 and will take all steps necessary to assure prompt collection, and the levy of the Assessments is hereby authorized. The City Council will cause to be taken with due diligence all further actions that are required for the construction of each Improvement financed wholly or partly from the proceeds of the Bonds, and will take all further actions necessary for the final and valid levy of the Assessments and the appropriation of any other funds needed to pay the Bonds and interest thereon when due.

(b) In the event of any current or anticipated deficiency in Assessments and Taxes, the City Council will levy additional ad valorem taxes in the amount of the current or anticipated deficiency.

(c) The City will keep complete and accurate books and records showing: receipts and disbursements in connection with the Improvements, Assessments and Taxes levied therefor and other funds appropriated for their payment, collections thereof and disbursements therefrom, monies on hand and the balance of unpaid Assessments.

(d) The City will cause its books and records to be audited at least annually and will furnish copies of such audit reports to any interested person upon request.

4.03. Pledge of Tax Levy. It is determined that at least 20% of the cost of the Improvements will be specially assessed against benefited properties. For the purpose of paying the principal of and interest on the Bonds, there is levied a direct annual irrevocable ad valorem tax upon all of the taxable property in the City, which Taxes will be spread upon the tax rolls and collected with and as part of other general taxes of the City. The Taxes will be credited to the Debt Service Fund above provided and will be in the years and amounts as follows (year stated being year of collection):

<u>Year</u>	<u>Levy</u>
-------------	-------------

(See EXHIBIT B)

4.04. Certification to County Auditor/Treasurer as to Debt Service Fund Amount. It is hereby determined that the estimated collections of Assessments and the foregoing Taxes will

produce at least five percent in excess of the amount needed to meet when due the principal and interest payments on the Bonds. The tax levy herein provided is irrevocable until all of the Bonds are paid, provided that at the time the City makes its annual tax levies the City Finance Director may certify to the County Auditor/Treasurer of Dakota County the amount available in the Debt Service Fund to pay principal and interest due during the ensuing year, and the County Auditor/Treasurer will thereupon reduce the levy collectible during such year by the amount so certified.

4.05. County Auditor/Treasurer Certificate as to Registration. The City Administrator is authorized and directed to file a certified copy of this Resolution with the County Auditor/Treasurer of Dakota County and to obtain the certificate required by Section 475.63 of the Act.

Section 5. Authentication of Transcript.

5.01. City Proceedings and Records. The officers of the City are authorized and directed to prepare and furnish to the Purchaser and to the attorneys approving the Bonds, certified copies of proceedings and records of the City relating to the Bonds and to the financial condition and affairs of the City, and such other certificates, affidavits and transcripts as may be required to show the facts within their knowledge or as shown by the books and records in their custody and under their control, relating to the validity and marketability of the Bonds, and such instruments, including any heretofore furnished, may be deemed representations of the City as to the facts stated therein.

5.02. Certification as to Official Statement. The Mayor, the City Administrator and the City Finance Director are authorized and directed to certify that they have examined the Official Statement prepared and circulated in connection with the issuance and sale of the Bonds and that to the best of their knowledge and belief the Official Statement is a complete and accurate representation of the facts and representations made therein as of the date of the Official Statement.

5.03. Payment of Costs of Issuance. The City authorizes the Purchaser to forward the amount of Bond proceeds allocable to the payment of issuance expenses (other than amounts payable to Kennedy & Graven, Chartered as Bond Counsel) to U.S. Trust Company, Minneapolis, Minnesota on the closing date for further distribution as directed by the City's financial adviser, Ehlers & Associates, Inc.

Section 6. Tax Covenants.

6.01. Tax-Exempt Bonds. The City covenants and agrees with the holders from time to time of the Bonds that it will not take or permit to be taken by any of its officers, employees or agents any action which would cause the interest on the Bonds to become subject to taxation under the Internal Revenue Code of 1986, as amended (the "Code"), and the Treasury Regulations promulgated thereunder, in effect at the time of such actions, and that it will take or cause its officers, employees or agents to take, all affirmative action within its power that may be necessary to ensure that such interest will not become subject to taxation under the Code and

applicable Treasury Regulations, as presently existing or as hereafter amended and made applicable to the Bonds.

6.02. No Rebate Required. The City will comply with requirements necessary under the Code to establish and maintain the exclusion from gross income of the interest on the Bonds under Section 103 of the Code, including without limitation requirements relating to temporary periods for investments, limitations on amounts invested at a yield greater than the yield on the Bonds, and the rebate of excess investment earnings to the United States.

6.03. Not Private Activity Bonds. The City further covenants not to use the proceeds of the Bonds or to cause or permit them or any of them to be used, in such a manner as to cause the Bonds to be “private activity bonds” within the meaning of Sections 103 and 141 through 150 of the Code.

6.04. Qualified Tax-Exempt Obligations. In order to qualify the Bonds as “qualified tax-exempt obligations” within the meaning of Section 265(b)(3) of the Code, the City makes the following factual statements and representations:

(a) the Bonds are not “private activity bonds” as defined in Section 141 of the Code;

(b) the City hereby designates the Bonds as “qualified tax-exempt obligations” for purposes of Section 265(b)(3) of the Code;

(c) the reasonably anticipated amount of tax-exempt obligations (other than any private activity bonds that are not qualified 501(c)(3) bonds) which will be issued by the City (and all subordinate entities of the City) during calendar year 2008 will not exceed \$10,000,000; and

(d) not more than \$10,000,000 of obligations issued by the City during calendar year 2008 have been designated for purposes of Section 265(b)(3) of the Code.

6.05. Procedural Requirements. The City will use its best efforts to comply with any federal procedural requirements which may apply in order to effectuate the designations made by this section.

Section 7. Book-Entry System; Limited Obligation of City.

7.01. DTC. The Bonds will be initially issued in the form of a separate single typewritten or printed fully registered Bond for each of the maturities set forth in Section 1.04 hereof. Upon initial issuance, the ownership of each Bond will be registered in the registration books kept by the Bond Registrar in the name of Cede & Co., as nominee for The Depository Trust Company, New York, New York, and its successors and assigns (“DTC”). Except as provided in this section, all of the outstanding Bonds will be registered in the registration books kept by the Bond Registrar in the name of Cede & Co., as nominee of DTC.

7.02. Participants. With respect to Bonds registered in the registration books kept by the Bond Registrar in the name of Cede & Co., as nominee of DTC, the City, the Bond Registrar and the Paying Agent will have no responsibility or obligation to any broker dealers, banks and other financial institutions from time to time for which DTC holds Bonds as securities depository (the “Participants”) or to any other person on behalf of which a Participant holds an interest in the Bonds, including but not limited to any responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any Participant or any other person (other than a registered owner of Bonds, as shown by the registration books kept by the Bond Registrar) of any notice with respect to the Bonds, including any notice of redemption, or (iii) the payment to any Participant or any other person, other than a registered owner of Bonds, of any amount with respect to principal of or interest on the Bonds. The City, the Bond Registrar and the Paying Agent may treat and consider the person in whose name each Bond is registered in the registration books kept by the Bond Registrar as the holder and absolute owner of such Bond for the purpose of payment of principal and interest with respect to such Bond, for the purpose of registering transfers with respect to such Bonds, and for all other purposes. The Paying Agent will pay all principal of and interest on the Bonds only to or on the order of the respective registered owners, as shown in the registration books kept by the Bond Registrar, and all such payments will be valid and effectual to fully satisfy and discharge the City’s obligations with respect to payment of principal of or interest on the Bonds to the extent of the sum or sums so paid. No person other than a registered owner of Bonds, as shown in the registration books kept by the Bond Registrar, will receive a certificated Bond evidencing the obligation of this Resolution. Upon delivery by DTC to the City Administrator of a written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., the words “Cede & Co.,” will refer to such new nominee of DTC; and upon receipt of such a notice, the City Administrator will promptly deliver a copy of the same to the Bond Registrar and Paying Agent.

7.03. Representation Letter. The City has heretofore executed and delivered to DTC a Blanket Issuer Letter of Representations (the “Representation Letter”) which shall govern payment of principal of and interest on the Bonds and notices with respect to the Bonds. Any Paying Agent or Bond Registrar subsequently appointed by the City with respect to the Bonds will agree to take all action necessary for all representations of the City in the Representation Letter with respect to the Bond Registrar and Paying Agent, respectively, to be complied with at all times.

7.04. Transfers Outside Book-Entry System. In the event the City, by resolution of the City Council, determines that it is in the best interests of the persons having beneficial interests in the Bonds that they be able to obtain Bond certificates, the City will notify DTC, whereupon DTC will notify the Participants, of the availability through DTC of Bond certificates. In such event the City will issue, transfer and exchange Bond certificates as requested by DTC and any other registered owners in accordance with the provisions of this Resolution. DTC may determine to discontinue providing its services with respect to the Bonds at any time by giving notice to the City and discharging its responsibilities with respect thereto under applicable law. In such event, if no successor securities depository is appointed, the City will issue and the Bond Registrar will authenticate Bond certificates in accordance with this Resolution and the provisions hereof will apply to the transfer, exchange and method of payment thereof.

7.05. Payments to Cede & Co. Notwithstanding any other provision of this Resolution to the contrary, so long as a Bond is registered in the name of Cede & Co., as nominee of DTC, payments with respect to principal of and interest on the Bond and notices with respect to the Bond will be made and given, respectively, in the manner provided in DTC's Operational Arrangements, as set forth in the Representation Letter.

Section 8. Continuing Disclosure.

8.01. City Compliance with Provisions of Continuing Disclosure Certificate. The City hereby covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Certificate. Notwithstanding any other provision of this Resolution, failure of the City to comply with the Continuing Disclosure Certificate is not to be considered an event of default with respect to the Bonds; however, any Bondholder may take actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the City to comply with its obligations under this section.

8.02. Execution of Continuing Disclosure Certificate. "Continuing Disclosure Certificate" means that certain Continuing Disclosure Certificate executed by the Mayor and the City Administrator and dated the date of issuance and delivery of the Bonds, as originally executed and as it may be amended from time to time in accordance with the terms thereof.

Section 9. Defeasance. When all Bonds and all interest thereon have been discharged as provided in this Section, all pledges, covenants and other rights granted by this Resolution to the holders of the Bonds will cease, except that the pledge of the full faith and credit of the City for the prompt and full payment of the principal of and interest on the Bonds will remain in full force and effect. The City may discharge all Bonds which are due on any date by depositing with the Registrar on or before that date a sum sufficient for the payment thereof in full. If any Bond should not be paid when due, it may nevertheless be discharged by depositing with the Registrar a sum sufficient for the payment thereof in full with interest accrued to the date of such deposit.

The motion for the adoption of the foregoing resolution was duly seconded by Member _____, and upon vote being taken thereon, the following voted in favor thereof:

and the following voted against the same:

whereupon said resolution was declared duly passed and adopted.

STATE OF MINNESOTA)
)
COUNTY OF DAKOTA) ss.
)
CITY OF INVER GROVE)
HEIGHTS)

I, the undersigned, being the duly qualified and acting City Administrator of the City of Inver Grove Heights, Dakota County, Minnesota, do hereby certify that I have carefully compared the attached and foregoing extract of minutes of a regular meeting of the City Council of the City held on December 8, 2008 with the original minutes on file in my office and the extract is a full, true and correct copy of the minutes insofar as they relate to the issuance and sale of \$_____ General Obligation Improvement Bonds, Series 2008A of the City.

WITNESS My hand officially as such City Administrator and the corporate seal of the City this _____ day of _____, 2008.

(SEAL)

City Administrator
Inver Grove Heights, Minnesota

STATE OF MINNESOTA
COUNTY OF DAKOTA

COUNTY AUDITOR/TREASURER'S
CERTIFICATE AS TO
TAX LEVY AND
REGISTRATION

I, the undersigned County Auditor/Treasurer of Dakota County, Minnesota, hereby certify that a certified copy of a resolution adopted by the governing body of the City of Inver Grove Heights, Minnesota, on December 8, 2008, levying taxes for the payment of \$_____ General Obligation Improvement Bonds, Series 2008A, of said municipality dated December 30, 2008, has been filed in my office and said bonds have been entered on the register of obligations in my office and that such tax has been levied as required by law.

WITNESS My hand and official seal this _____ day of _____, 2008.

(SEAL)

County Auditor/Treasurer
Dakota County, Minnesota

Deputy

EXHIBIT A
PROPOSALS

EXHIBIT B
TAX LEVY SCHEDULE

YEAR *	TAX LEVY
	\$

** Year tax levy collected.*

Extract of Minutes of Meeting
of the City Council of the City of
Inver Grove Heights, Dakota County, Minnesota

Pursuant to due call and notice thereof, a regular meeting of the City Council of the City of Inver Grove Heights, Minnesota, was duly held in the City Hall in said City on Monday, December 8, 2008, commencing at 7:30 P.M.

The following members were present:

and the following were absent:

* * *

* * *

* * *

The Mayor announced that the next order of business was consideration of the proposals which had been received for the purchase of the City's \$_____ General Obligation Equipment Certificates, Series 2008B.

The City Administrator presented a tabulation of the proposals that had been received in the manner specified in the Terms of Proposal for the Certificates. The proposals were as set forth in Exhibit A attached.

After due consideration of the proposals, Member _____ then introduced the following resolution, and moved its adoption:

RESOLUTION NO. _____

**A RESOLUTION AWARDING THE SALE OF \$ _____
GENERAL OBLIGATION EQUIPMENT CERTIFICATES,
SERIES 2008B; FIXING THEIR FORM AND SPECIFICATIONS;
DIRECTING THEIR EXECUTION AND DELIVERY;
AND PROVIDING FOR THEIR PAYMENT**

BE IT RESOLVED By the City Council of the City of Inver Grove Heights, Dakota County, Minnesota (the "City") as follows:

Section 1. Sale of Certificates.

1.01 Background. It is hereby determined that:

(a) the City is authorized by Minnesota Statutes, Section 412.301, as amended (the "Act") to issue its \$ _____ General Obligation Equipment Certificates, Series 2008B (the "Certificates"), on such terms and in such manner as the City determines to finance the purchase of items of capital equipment (the "Equipment"), subject to certain limitations contained in the Act;

(b) the City has or will purchase and acquire various items of Equipment, which items and the estimated cost thereof are listed on Exhibit B, attached hereto and made a part hereof;

(c) as required by the Act,

(i) the expected useful life of each item of Equipment is or will be at least as long as the term of the Certificates; and

(ii) the principal amount of the Certificates to be issued in the year 2008 will not exceed 0.25 percent of the market value of taxable property in the City for the year 2008;

(d) it is necessary and expedient to the sound financial management of the affairs of the City to issue the Certificates pursuant to the Act to provide financing for the Equipment.

1.02. Award to the Purchaser and Interest Rates. The proposal of _____ (the "Purchaser") to purchase the Certificates described in the Terms of Proposal thereof is determined to be a reasonable offer and is accepted, the proposal being to purchase the Certificates at a price of \$ _____ plus accrued interest to date of delivery, for Certificates bearing interest as follows:

<u>Year</u>	<u>Interest Rate</u>	<u>Year</u>	<u>Interest Rate</u>
2009	%	2012	%
2010		2013	
2011			

True interest cost: _____%

1.03. Purchase Contract. The sum of \$_____ being the amount proposed by the Purchaser in excess of \$_____ shall be credited to the Project Fund created under Section 4.01 hereof, as determined by the City’s financial advisor. The City Finance Director is directed to retain the good faith check of the Purchaser, pending completion of the sale of the Certificates, and to return the good faith checks of the unsuccessful proposers. The Mayor and the City Administrator are authorized and directed to execute a contract with the Purchaser on behalf of the City.

1.04. Terms and Principal Amounts of the Certificates. The City will forthwith issue and sell the Certificates pursuant to the Act in the total principal amount of \$_____, originally dated December 30, 2008, in the denomination of \$5,000 each or any integral multiple thereof, numbered No. R-1, upward, bearing interest as above set forth, and maturing serially on February 1 without option of prior payment in the years and amounts as follows:

<u>Year</u>	<u>Amount</u>	<u>Year</u>	<u>Amount</u>
2009	\$	2012	\$
2010		2013	
2011			

1.05. Term Bonds. To be completed if Term Bonds are requested by the Purchaser.

Section 2. Registration and Payment.

2.01. Registered Form. The Certificates will be issued only in fully registered form. The interest thereon and, upon surrender of each Certificate, the principal amount thereof, is payable by check or draft issued by the Registrar described herein.

2.02. Dates; Interest Payment Dates. Each Certificate will be dated as of the last interest payment date preceding the date of authentication to which interest on the Certificate has been paid or made available for payment, unless (i) the date of authentication is an interest payment date to which interest has been paid or made available for payment, in which case the Certificate will be dated as of the date of authentication, or (ii) the date of authentication is prior to the first interest payment date, in which case the Certificate will be dated as of the date of original issue. The interest on the Certificates is payable on February 1 and August 1 of each year, commencing February 1, 2009, to the registered owners of record as of the close of

business on the fifteenth day of the immediately preceding month, whether or not that day is a business day.

2.03. Registration. The City will appoint a certificate registrar, transfer agent, authenticating agent and paying agent (the “Registrar”). The effect of registration and the rights and duties of the City and the Registrar with respect thereto are as follows:

(a) Register. The Registrar must keep at its principal corporate trust office certificate register in which the Registrar provides for the registration of ownership of Certificates and the registration of transfers and exchanges of the Certificates entitled to be registered, transferred or exchanged.

(b) Transfer of Certificates. Upon surrender for transfer of the Certificates duly endorsed by the registered owner thereof or accompanied by a written instrument of transfer, in form satisfactory to the Registrar, duly executed by the registered owner thereof or by an attorney duly authorized by the registered owner in writing, the Registrar will authenticate and deliver, in the name of the designated transferee or transferees, one or more new Certificates of a like aggregate principal amount and maturity, as requested by the transferor. The Registrar may, however, close the books for registration of any transfer after the fifteenth day of the month preceding each interest payment date and until that interest payment date.

(c) Exchange of Certificates. When the Certificates are surrendered by the registered owner for exchange the Registrar will authenticate and deliver one or more new Certificates of a like aggregate principal amount and maturity, as requested by the registered owner or the owner’s attorney in writing.

(d) Cancellation. The Certificates surrendered upon any transfer or exchange will be promptly cancelled by the Registrar and thereafter disposed of as directed by the City.

(e) Improper or Unauthorized Transfer. When a Certificate is presented to the Registrar for transfer, the Registrar may refuse to transfer the Certificate until the Registrar is satisfied that the endorsement on the Certificate or separate instrument of transfer is valid and genuine and that the requested transfer is legally authorized. The Registrar will incur no liability for the refusal, in good faith, to make transfers which it, in its judgment, deems improper or unauthorized.

(f) Persons Deemed Owners. The City and the Registrar may treat the person in whose name the Certificate is registered in the certificate register as the absolute owner of the Certificate, whether the Certificate is overdue or not, for the purpose of receiving payment of, or on account of, the principal of and interest on the Certificate and for all other purposes, and payments so made to a registered owner or upon the owner’s order will be valid and effectual to satisfy and discharge the liability upon the Certificate to the extent of the sum or sums so paid.

(g) Taxes, Fees and Charges. The Registrar may impose a charge upon the owner thereof for a transfer or exchange of Certificates sufficient to reimburse the Registrar for any tax, fee or other governmental charge required to be paid with respect to the transfer or exchange.

(h) Mutilated, Lost, Stolen or Destroyed Certificates. If the Certificate becomes mutilated or is destroyed, stolen or lost, the Registrar will deliver a new Certificate of like amount, number, maturity date and tenor in exchange and substitution for and upon cancellation of the mutilated Certificate or in lieu of and in substitution for any Certificate destroyed, stolen or lost, upon the payment of the reasonable expenses and charges of the Registrar in connection therewith; and, in the case of a Certificate destroyed, stolen or lost, upon filing with the Registrar of evidence satisfactory to it that the Certificate was destroyed, stolen or lost, and of the ownership thereof, and upon furnishing to the Registrar an appropriate certificate or indemnity in form, substance and amount satisfactory to it and as provided by law, in which both the City and the Registrar must be named as obligees. The Certificates so surrendered to the Registrar will be cancelled by the Registrar and evidence of such cancellation must be given to the City. If the mutilated, destroyed, stolen or lost Certificate has already matured or been called for redemption in accordance with its terms it is not necessary to issue a new Certificate prior to payment.

2.04. Appointment of Initial Registrar. The City appoints Wells Fargo Bank, National Association, Minneapolis, Minnesota, as the initial Registrar. The Mayor and the City Administrator are authorized to execute and deliver, on behalf of the City, a contract with the Registrar. Upon merger or consolidation of the Registrar with another corporation, if the resulting corporation is a bank or trust company authorized by law to conduct such business, the resulting corporation is authorized to act as successor Registrar. The City agrees to pay the reasonable and customary charges of the Registrar for the services performed. The City reserves the right to remove the Registrar upon 30 days' notice and upon the appointment of a successor Registrar, in which event the predecessor Registrar must deliver all cash and Certificates in its possession to the successor Registrar and must deliver the certificate register to the successor Registrar. On or before each principal or interest due date, without further order of this Council, the City Finance Director must transmit to the Registrar moneys sufficient for the payment of all principal and interest then due.

2.05. Execution, Authentication and Delivery. The Certificates will be prepared under the direction of the City Administrator and executed on behalf of the City by the signatures of the Mayor and the City Administrator, provided that all signatures may be printed, engraved or lithographed facsimiles of the originals. If an officer whose signature or a facsimile of whose signature appears on the Certificates ceases to be such officer before the delivery of any Certificate, that signature or facsimile will nevertheless be valid and sufficient for all purposes, the same as if the officer had remained in office until delivery. Notwithstanding such execution, a Certificate will not be valid or obligatory for any purpose or entitled to any security or benefit under this Resolution unless and until a certificate of authentication on the Certificate has been

duly executed by the manual signature of an authorized representative of the Registrar. Certificates of authentication on different Certificates need not be signed by the same representative. The executed certificate of authentication on a Certificate is conclusive evidence that it has been authenticated and delivered under this Resolution. When the Certificates have been so prepared, executed and authenticated, the City Administrator will deliver the same to the Purchaser upon payment of the purchase price in accordance with the contract of sale heretofore made and executed, and the Purchaser is not obligated to see to the application of the purchase price.

2.06. Temporary Certificates. The City may elect to deliver in lieu of printed definitive Certificates one or more typewritten temporary Certificates in substantially the form set forth in Section 3 with such changes as may be necessary to reflect more than one maturity in a single temporary certificate. Upon the execution and delivery of the definitive Certificates the temporary Certificates will be exchanged therefor and cancelled.

Section 3. Form of Certificate.

3.01. Execution of the Certificates. The Certificates will be printed or typewritten in substantially the following form:

No. R-____ UNITED STATES OF AMERICA \$_____

STATE OF MINNESOTA

COUNTY OF DAKOTA

CITY OF INVER GROVE HEIGHTS

GENERAL OBLIGATION EQUIPMENT CERTIFICATE,
SERIES 2008B

<u>Rate</u>	<u>Maturity</u>	<u>Date of Original Issue</u>	<u>CUSIP</u>
	February 1, 20__	December 30, 2008	

Registered Owner: Cede & Co.

The City of Inver Grove Heights, Minnesota, a duly organized and existing municipal corporation and political subdivision located in Dakota County, Minnesota (the "City"), acknowledges itself to be indebted and for value received hereby promises to pay to the Registered Owner specified above or registered assigns, the principal sum of \$_____ on the maturity date specified above without option of prior payment, with interest thereon from the date hereof at the annual rate specified above, payable February 1 and August 1 in each year, commencing February 1, 2009, to the person in whose name this Certificate is registered at the close of business on the fifteenth day (whether or not a business day) of the immediately

preceding month. The interest hereon and, upon presentation and surrender hereof, the principal hereof are payable in lawful money of the United States of America by check or draft by Wells Fargo Bank, National Association, Minneapolis, Minnesota, as Certificate Registrar, Paying Agent, Transfer Agent and Authenticating Agent, or its designated successor under the Resolution described herein. For the prompt and full payment of such principal and interest as the same respectively become due, the full faith and credit and taxing powers of the City have been and are hereby irrevocably pledged.

The City Council has designated the issue of Certificates of which this Certificate forms a part as “qualified tax exempt obligations” within the meaning of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended (the “Code”) relating to disallowance of interest expense for financial institutions and within the \$10 million limit allowed by the Code for the calendar year of issue.

This Certificate is one of an issue in the aggregate principal amount of \$_____, all of like original issue date and tenor, except as to number, maturity date, and interest rate, all issued pursuant to a resolution adopted by the City Council on December 8, 2008 (the “Resolution”), for the purpose of providing money to defray expenses incurred or to be incurred in purchasing various items of capital equipment, pursuant to and in full conformity with the Constitution and laws of the State of Minnesota, including Minnesota Statutes, Section 412.301, and the principal hereof and interest hereon are payable primarily from ad valorem taxes, as set forth in the Resolution to which reference is made for a full statement of rights and powers thereby conferred. The full faith and credit of the City are irrevocably pledged for payment of this Certificate and the City Council has obligated itself to levy additional ad valorem taxes on all taxable property in the City in the event of any deficiency, which taxes may be levied without limitation as to rate or amount. The Certificates of this series are issued only as fully registered Certificates in denominations of \$5,000 or any integral multiple thereof of single maturities.

As provided in the Resolution and subject to certain limitations set forth therein, this Certificate is transferable upon the books of the City at the principal office of the Certificate Registrar, by the registered owner hereof in person or by the owner’s attorney duly authorized in writing, upon surrender hereof together with a written instrument of transfer satisfactory to the Certificate Registrar, duly executed by the registered owner or the owner’s attorney; and may also be surrendered in exchange for Certificates of other authorized denominations. Upon such transfer or exchange the City will cause a new Certificate or Certificates to be issued in the name of the transferee or registered owner, of the same aggregate principal amount, bearing interest at the same rate and maturing on the same date, subject to reimbursement for any tax, fee or governmental charge required to be paid with respect to such transfer or exchange.

The City and the Certificate Registrar may deem and treat the person in whose name this Certificate is registered as the absolute owner hereof, whether this Certificate is overdue or not, for the purpose of receiving payment and for all other purposes, and neither the City nor the Certificate Registrar will be affected by any notice to the contrary.

IT IS HEREBY CERTIFIED, RECITED, COVENANTED AND AGREED that all acts, conditions and things required by the Constitution and laws of the State of Minnesota to be done, to exist, to happen and to be performed preliminary to and in the issuance of this Certificate in order to make it a valid and binding general obligation of the City in accordance with its terms, have been done, do exist, have happened and have been performed as so required, and that the issuance of this Certificate does not cause the indebtedness of the City to exceed any constitutional or statutory limitation of indebtedness.

This Certificate is not valid or obligatory for any purpose or entitled to any security or benefit under the Resolution until the Certificate of Authentication hereon has been executed by the Certificate Registrar by manual signature of one of its authorized representatives.

IN WITNESS WHEREOF, the City of Inver Grove Heights, Dakota County, Minnesota, by its City Council, has caused this Certificate to be executed on its behalf by the facsimile or manual signatures of the Mayor and the City Administrator and has caused this Certificate to be dated as of the date set forth below.

Dated: _____

CITY OF INVER GROVE HEIGHTS,
MINNESOTA

(Facsimile)
City Administrator

(Facsimile)
Mayor

CERTIFICATE OF AUTHENTICATION

This is one of the Certificates delivered pursuant to the Resolution mentioned within.

WELLS FARGO BANK,
NATIONAL ASSOCIATION

By _____
Authorized Representative

The following abbreviations, when used in the inscription on the face of this Certificate, will be construed as though they were written out in full according to applicable laws or regulations:

Name and Address: _____

(Include information for all joint owners if this Certificate is held by joint account.)

Please insert social security or other identifying number of assignee

PROVISIONS AS TO REGISTRATION

The ownership of the principal of and interest on the within Certificate has been registered on the books of the Registrar in the name of the person last noted below.

<u>Date of Registration</u>	<u>Registered Owner</u>	<u>Signature of Officer of Registrar</u>
_____	Cede & Co. Federal ID #13-2555119	_____

3.02. Approving Legal Opinion. The City Administrator is authorized and directed to obtain a copy of the proposed approving legal opinion of Kennedy & Graven, Chartered, Minneapolis, Minnesota, which will be complete except as to dating thereof and to cause the opinion to be printed on or accompany on each Certificate.

Section 4. Payment; Security; Pledges and Covenants.

4.01. Funds and Accounts. (a) Debt Service Fund. The Certificates are payable from the General Obligation Equipment Certificates, Series 2008B Debt Service Fund (the “Debt Service Fund”) hereby created, and the proceeds of the ad valorem taxes hereinafter levied for the Equipment described in Section 1.01 are pledged to the Debt Service Fund. If a payment of principal or interest on the Certificates becomes due when there is not sufficient money in the Debt Service Fund to pay the same, the City Finance Director will pay such principal or interest from the general fund of the City, and the general fund may be reimbursed for those advances out of the proceeds of the taxes levied by this Resolution, when collected. There is hereby appropriated to the Debt Service Fund capitalized interest financed from Certificate proceeds, if any.

(b) Project Fund. The proceeds of the Certificates, less the appropriations made in subparagraph (a), together with any other funds appropriated for the Equipment, will be deposited in a separate project fund (the "Project Fund") to be used solely to defray expenses of the Equipment. There is appropriated to the Project Fund any amount over the minimum purchase price paid by the Purchaser, to the extent designated for deposit in the Project Fund in accordance with Section 1.03 hereof. Any balance remaining in the Project Fund after acquisition of the Equipment will be transferred to the Debt Service Fund.

4.02. Pledge of Taxes. For the purpose of paying the principal of and interest on the Certificates, there is levied a direct annual irrevocable ad valorem tax upon all of the taxable property in the City, which will be spread upon the tax rolls and collected with and as part of other general taxes of the City. Such tax will be credited to the Debt Service Fund above provided and will be in the years and amounts as follows (year stated being year of collection):

<u>Year</u>	<u>Levy</u>
-------------	-------------

(See Exhibit C)

4.03. Certification to County Auditor/Treasurer as to Debt Service Fund Amount. It is determined that the estimated collection of the foregoing taxes will produce at least five percent in excess of the amount needed to meet when due the principal and interest payments on the Certificates. The tax levy herein provided is irrevocable until all of the Certificates are paid, provided that at the time the City makes its annual tax levies, the City Finance Director may certify to the County Auditor/Treasurer of Dakota County the amount available in the Debt Service Fund to pay principal and interest due during the ensuing year, and the County Auditor/Treasurer will thereupon reduce the levy collectible during such year by the amount so certified.

4.04. County Auditor/Treasurer Certificate as to Registration. The City Administrator is authorized and directed to file a certified copy of this Resolution with the County Auditor/Treasurer and to obtain the certificate required by Minnesota Statutes, Section 475.63.

Section 5. Authentication of Transcript.

5.01. City Proceedings and Records. The officers of the City are authorized and directed to prepare and furnish to the Purchaser and to the attorneys approving the Certificates, certified copies of proceedings and records of the City relating to the Certificates and to the financial condition and affairs of the City, and such other certificates, affidavits and transcripts as may be required to show the facts within their knowledge or as shown by the books and records in their custody and under their control, relating to the validity and marketability of the Certificates, and such instruments, including any heretofore furnished, will be deemed representations of the City as to the facts stated therein.

5.02. Certification as to Official Statement. The Mayor, the City Administrator and the City Finance Director are authorized and directed to certify that they have examined the Official

Statement prepared and circulated in connection with the issuance and sale of the Certificates and that to the best of their knowledge and belief the Official Statement is a complete and accurate representation of the facts and representations made therein as of the date of the Official Statement.

5.03. Payment of Costs of Issuance. The City authorizes the Purchaser to forward the amount of Certificate proceeds allocable to the payment of issuance expenses (other than amounts payable to Kennedy & Graven, Chartered as Bond Counsel) to U.S. Trust Company, Minneapolis, Minnesota on the closing date for further distribution as directed by the City's financial adviser, Ehlers & Associates, Inc.

Section 6. Tax Covenants.

6.01. Tax-Exempt Certificates. The City covenants and agrees with the holders from time to time of the Certificates that it will not take or permit to be taken by any of its officers, employees or agents any action which would cause the interest on the Certificates to become subject to taxation under the Internal Revenue Code of 1986, as amended (the "Code"), and the Treasury Regulations promulgated thereunder, in effect at the time of such actions, and that it will take or cause its officers, employees or agents to take, all affirmative action within its power that may be necessary to ensure that such interest will not become subject to taxation under the Code and applicable Treasury Regulations, as presently existing or as hereafter amended and made applicable to the Certificates.

6.02. No Rebate Required. The City will comply with requirements necessary under the Code to establish and maintain the exclusion from gross income of the interest on the Certificates under Section 103 of the Code, including without limitation requirements relating to temporary periods for investments, limitations on amounts invested at a yield greater than the yield on the Certificates, and the rebate of excess investment earnings to the United States.

6.03. Not Private Activity Certificates. The City further covenants not to use the proceeds of the Certificates or to cause or permit them or any of them to be used, in such a manner as to cause the Certificates to be "private activity bonds" within the meaning of Sections 103 and 141 through 150 of the Code.

6.04. Qualified Tax-Exempt Obligations. In order to qualify the Certificates as "qualified tax-exempt obligations" within the meaning of Section 265(b)(3) of the Code, the City makes the following factual statements and representations:

- (a) the Certificates are not "private activity bonds" as defined in Section 141 of the Code;
- (b) the City designates the Certificates as "qualified tax-exempt obligations" for purposes of Section 265(b)(3) of the Code;

(c) the reasonably anticipated amount of tax-exempt obligations (other than private activity bonds that are not qualified 501(c)(3) bonds) which will be issued by the City (and all subordinate entities of the City) during calendar year 2008 will not exceed \$10,000,000; and

(d) not more than \$10,000,000 of obligations issued by the City during calendar year 2008 have been designated for purposes of Section 265(b)(3) of the Code.

6.05. Procedural Requirements. The City will use its best efforts to comply with any federal procedural requirements which may apply in order to effectuate the designations made by this section.

Section 7. Book-Entry System; Limited Obligation of City.

7.01. DTC. The Certificates will be initially issued in the form of a separate single typewritten or printed fully registered Certificate for each of the maturities set forth in Section 1.04 hereof. Upon initial issuance, the ownership of each Certificate will be registered in the registration books kept by the Registrar in the name of Cede & Co., as nominee for The Depository Trust Company, New York, New York, and its successors and assigns (“DTC”). Except as provided in this Section, all of the outstanding Certificates will be registered in the registration books kept by the Registrar in the name of Cede & Co., as nominee of DTC.

7.02. Participants. With respect to Certificates registered in the registration books kept by the Registrar in the name of Cede & Co., as nominee of DTC, the City, the Registrar and the Paying Agent will have no responsibility or obligation to any broker dealers, banks and other financial institutions from time to time for which DTC holds Certificates as securities depository (the “Participants”) or to any other person on behalf of which a Participant holds an interest in the Certificates, including but not limited to any responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any Participant with respect to any ownership interest in the Certificates, (ii) the delivery to any Participant or any other person (other than a registered owner of Certificates, as shown by the registration books kept by the Registrar), of any notice with respect to the Certificates, including any notice of redemption, or (iii) the payment to any Participant or any other person, other than a registered owner of Certificates, of any amount with respect to principal of or interest on the Certificates. The City, the Registrar and the Paying Agent may treat and consider the person in whose name each Certificate is registered in the registration books kept by the Registrar as the holder and absolute owner of such Certificate for the purpose of payment of principal and interest with respect to such Certificate, for the purpose of registering transfers with respect to such Certificates, and for all other purposes. The Paying Agent will pay all principal of and interest on the Certificates only to or on the order of the respective registered owners, as shown in the registration books kept by the Registrar, and all such payments will be valid and effectual to fully satisfy and discharge the City’s obligations with respect to payment of principal of or interest on the Certificates to the extent of the sum or sums so paid. No person other than a registered owner of Certificates, as shown in the registration books kept by the Registrar, will receive a certificated Certificate evidencing the obligation of this resolution. Upon delivery by DTC to the City Administrator of a written notice

to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., the words “Cede & Co.,” will refer to such new nominee of DTC; and upon receipt of such a notice, the City Administrator will promptly deliver a copy of the same to the Registrar and Paying Agent.

7.03. Representation Letter. The City has heretofore executed and delivered to DTC a Blanket Issuer Letter of Representations (the “Representation Letter”) which will govern payment of principal of and interest on the Certificates and notices with respect to the Certificates. Any Paying Agent or Registrar subsequently appointed by the City with respect to the Certificates will agree to take all action necessary for all representations of the City in the Representation letter with respect to the Registrar and Paying Agent, respectively, to be complied with at all times.

7.04. Transfers Outside Book-Entry System. In the event the City, by resolution of the City Council, determines that it is in the best interests of the persons having beneficial interests in the Certificates that they be able to obtain certificates, the City will notify DTC, whereupon DTC will notify the Participants, of the availability through DTC of Certificates. In such event the City will issue, transfer and exchange Certificates as requested by DTC and any other registered owners in accordance with the provisions of this Resolution. DTC may determine to discontinue providing its services with respect to the Certificates at any time by giving notice to the City and discharging its responsibilities with respect thereto under applicable law. In such event, if no successor securities depository is appointed, the City will issue and the Registrar will authenticate Certificates in accordance with this Resolution and the provisions hereof will apply to the transfer, exchange and method of payment thereof.

7.05. Payments to Cede & Co. Notwithstanding any other provision of this Resolution to the contrary, so long as a Certificate is registered in the name of Cede & Co., as nominee of DTC, payments with respect to principal of and interest on the Certificate and notices with respect to the Certificate will be made and given, respectively in the manner provided in DTC’s Operational Arrangements, as set forth in the Representation Letter.

Section 8. Continuing Disclosure.

8.01. City Compliance with Provisions of Continuing Disclosure Certificate. The City hereby covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Certificate. Notwithstanding any other provision of this Resolution, failure of the City to comply with the Continuing Disclosure Certificate is not to be considered an event of default with respect to the Certificates; however, any Certificate holder may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the City to comply with its obligations under this section.

8.02. Execution of Continuing Disclosure Certificate. “Continuing Disclosure Certificate” means that certain Continuing Disclosure Certificate executed by the Mayor and the City Administrator and dated the date of issuance and delivery of the Certificates, as originally executed and as it may be amended from time to time in accordance with the terms thereof.

Section 9. Defeasance. When all Certificates and all interest thereon have been discharged as provided in this Section, all pledges, covenants and other rights granted by this Resolution to the holders of the Certificates will cease, except that the pledge of the full faith and credit of the City for the prompt and full payment of the principal of and interest on the Certificates will remain in full force and effect. The City may discharge all Certificates which are due on any date by depositing with the Registrar on or before that date a sum sufficient for the payment thereof in full. If any Certificate should not be paid when due, it may nevertheless be discharged by depositing with the Registrar a sum sufficient for the payment thereof in full with interest accrued to the date of such deposit.

(The remainder of this page is intentionally left blank.)

The motion for the adoption of the foregoing resolution was duly seconded by Member _____, and upon vote being taken thereon, the following voted in favor thereof:

and the following voted against the same:

whereupon the resolution was declared duly passed and adopted.

STATE OF MINNESOTA)
)
COUNTY OF DAKOTA) ss.
)
CITY OF INVER GROVE)
HEIGHTS)

I, the undersigned, being the duly qualified and acting Administrator of the City of Inver Grove Heights, Dakota County, Minnesota, do hereby certify that I have carefully compared the attached and foregoing extract of minutes of a regular meeting of the City Council of the City held on December 8, 2008 with the original minutes on file in my office and the extract is a full, true and correct copy of the minutes insofar as they relate to the issuance and sale of \$_____ General Obligation Equipment Certificates, Series 2008B of the City.

WITNESS My hand officially as such Administrator and the corporate seal of the City this _____ day of _____, 2008.

City Administrator
Inver Grove Heights, Minnesota

(SEAL)

STATE OF MINNESOTA
COUNTY OF DAKOTA

COUNTY AUDITOR/TREASURER'S
CERTIFICATE AS TO
TAX LEVY AND
REGISTRATION

I, the undersigned County Auditor/Treasurer of Dakota County, Minnesota, hereby certify that a certified copy of a resolution adopted by the governing body of Inver Grove Heights, Minnesota, on December 8, 2008, levying taxes for the payment of \$_____ General Obligation Equipment Certificates, Series 2008B of said municipality dated December 30, 2008, has been filed in my office and said Certificates have been entered on the register of obligations in my office and that such tax has been levied as required by law.

WITNESS My hand and official seal this ____ day of _____, 2008.

(SEAL)

County Auditor/Treasurer
Dakota County, Minnesota

Deputy

EXHIBIT A
PROPOSALS

EXHIBIT B
EQUIPMENT

Dept	Description	Equipment Certificates	Actual Cost	
Pub Works	Staff Car -Replace #202 1998	22,000.00	17,758.51	
Pub Works	Pickup Truck #201 (2000 F150)	37,000.00	26,521.00	
Engineering	Pickup Truck #702 (1999 F150)	27,600.00	22,000.00	* ordered not yet delivered
Streets	Pickup Truck #315 (1997 F250)	37,000.00	27,998.61	
Streets	Pickup Truck #339 (2001 Chevy F150)	37,000.00	27,310.98	
Streets	Skid Loader	60,000.00	65,011.86	
Police	Squad Car #23	33,000.00	27,613.00	
Police	Squad Car #24	33,000.00	27,613.00	
Police	Squad Car #35	33,000.00	27,613.00	
Police	Squad Car #38	33,000.00	27,613.00	
Police	Staff Car #0050 (White Windstar)	33,000.00	21,082.21	
Police	Pickup - Replace 2000 Ford F150 #260	26,000.00	19,883.53	
Police	OutDoor Weather Warning Siren (1)	25,000.00	24,000.00	
Police	Computer Server - Police Dept Use Only	10,000.00	6,270.80	
Police	Additional Squad Car	33,000.00	27,613.00	
Parks	Truckster - Replace #526 (2000)	20,000.00	20,000.00	* not yet ordered
Parks	Pickup Truck #507 Ford F150	39,000.00	26,749.29	
Parks	Replace 2001 Alamo Mower #538	10,500.00	7,400.00	* ordered not yet delivered
Parks	Aerator Replace 1979 Ryan Aerator #553	8,900.00	6,458.18	
Central Equipment	Mobile Lifts w/18 ton Strands	48,000.00	49,829.22	
		608,000.00	508,339.17	

EXHIBIT C

TAX LEVY SCHEDULE

<u>YEAR *</u>	<u>TAX LEVY</u>
	\$

** Year tax levy collected.*

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

WARE – ACCESSIBLE HOMES; Property located at 3883 72nd Street E, Inver Grove Heights, MN.

Meeting Date: December 8, 2008
 Item Type: Regular Agenda
 Contact: Jenn Emmerich; 651.450.2553
 Prepared by: Jenn Emmerich, Asst. City Planner
 Reviewed by:

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

PURPOSE/ACTION REQUESTED

Consider a resolution relating to the following variance:

- a) A variance to allow for a deck and wheelchair access ramp to encroach within the front yard setback.
 - Requires 3/5th's vote.
 - 60-day deadline: January 13, 2009 (1st 60 days)

SUMMARY

The applicant has submitted an application for variance from the front yard setback requirements to construct a deck and wheelchair ramp to access the front door of the house at 3883 72nd Street. The deck area would be 20' x 12' (240 square feet) with a wheel chair ramp on the front side leading to the driveway on the side of the house. The applicant has indicated that the proposed location for the deck and ramp off the front door is the only reasonable choice. By placing the structures in the proposed location, it would allow for a turn-around area from the front door and immediate access to the driveway.

The applicant obtained a variance for a similar structure on November 13, 2000. That variance request was for a smaller (12' x 12') deck and wheelchair ramp that encroached 16' into the front yard setback. The proposed structure would not encroach further into the setback. However, the applicant is required to obtain a new variance for the structure because the size of the structure is increasing. The applicant is requesting the new, larger deck because the current grade of the wheelchair ramp is too steep. By lengthening the deck and ramp, the grade of the ramp would be reduced. Furthermore, the applicant is concerned about the safeness of the existing ramp as it is deteriorating and in need of replacement.

RECOMMENDATION

Analysis The applicant has proved a hardship as the deck and ramp cannot be constructed elsewhere on the property. The layout of the house and existing driveway do not allow for the structures to be constructed on the side of the house. Furthermore, the applicant was previously granted a variance for a similar structure. The requested structure does not encroach farther into the setback and the applicant is requesting the larger size simply because the grade of the existing ramp is too steep.

Planning Staff Recommends approval of the variance request.

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

Parks and Recreation Not applicable.

Attachments Variance Approval Resolution
Planning Commission Recommendation
Planning Report

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

RESOLUTION NO. _____

**RESOLUTION APPROVING A VARIANCE TO ALLOW A DECK AND
WHEELCHAIR ACCESS RAMP TO ENCROACH WITHIN THE FRONT YARD
SETBACK.**

**CASE NO. 08-57V
(Ware – Accessible Homes)**

Property located at 3883 72nd Street E and legally described as follows:

Lot 8, Block 3 of South Grove No 7, of Dakota County, Minnesota

WHEREAS, an application has been received for a Variance for a proposed deck and wheelchair access ramp to encroach within the required front yard setback;

WHEREAS, the afore described property is zoned R-1C, Single Family Residential;

WHEREAS, a Variance may be granted by the City Council from the strict application of the provisions of the Zoning Code (City Code Section 515) and conditions and safeguards imposed in the variance so granted where practical difficulties or particular hardships result from carrying out the strict letter of the regulations of the Zoning Code, as per City Code Section 515.40, Subd. 3A;

WHEREAS, the City of Inver Grove Heights Planning Commission reviewed the request on December 2, 2008 in accordance with City Code Section 515.40, Subd. 3C;

WHEREAS, a hardship, was found to exist not based on economic reasons. Rather the deck and ramp cannot be constructed elsewhere on the property. The layout of the house and existing driveway do not allow for the structures to be constructed on the side of the house. Furthermore, the applicant was previously granted a variance for

a similar structure. The requested structure does not encroach farther into the setback and the applicant is requesting the larger size simply because the grade of the existing ramp is too steep.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS, that the variance to encroach within the front yard setback is hereby approved with the following conditions:

1. The site shall be developed in substantial conformance with the site plan dated November 14, 2008 on file with the Planning Department.

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 8th day of December, 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: December 2, 2008

SUBJECT: WARE – CASE NO. 08-57V

Reading of Notice

Commissioner Simon read the public hearing notice to consider the request for a variance to allow for a deck and wheelchair access ramp to encroach within the front yard setback, for the property located at 3883 – 72nd Street East. 7 notices were mailed.

Presentation of Request

Allan Hunting, Associate Planner, explained the request as detailed in the report. He advised that the request is to construct a deck and ramp on the front of the house. He advised that a variance was approved in 2000 to build the current 12' x 12' deck with a ramp. The applicants, due to their change of needs and to minimize the grade of their ramp, are proposing to lengthen the deck to 12' x 20' with a ramp out in front. Mr. Hunting advised that the proposed structure would not encroach further into the setback than the existing structure. Staff finds that the variance criterion has been met and recommends approval of the request.

Opening of Public Hearing

Kathy Ware, 3883 – 72nd Street East, stated she was available to answer any questions.

Chair Bartholomew asked if the applicant was agreeable with the condition listed in the report, to which Ms. Ware replied in the affirmative.

Planning Commission Recommendation

Motion by Commissioner Gooch, second by Commissioner Wippermann, to approve the request for a variance to allow for a deck and wheelchair access ramp to encroach within the front yard setback for the property located at 3883 – 72nd Street East, with the hardship and condition as listed in the report.

Motion carried (8/0). This matter goes to the City council on December 8, 2008.



Ware Variance Request Case No. 08-57V

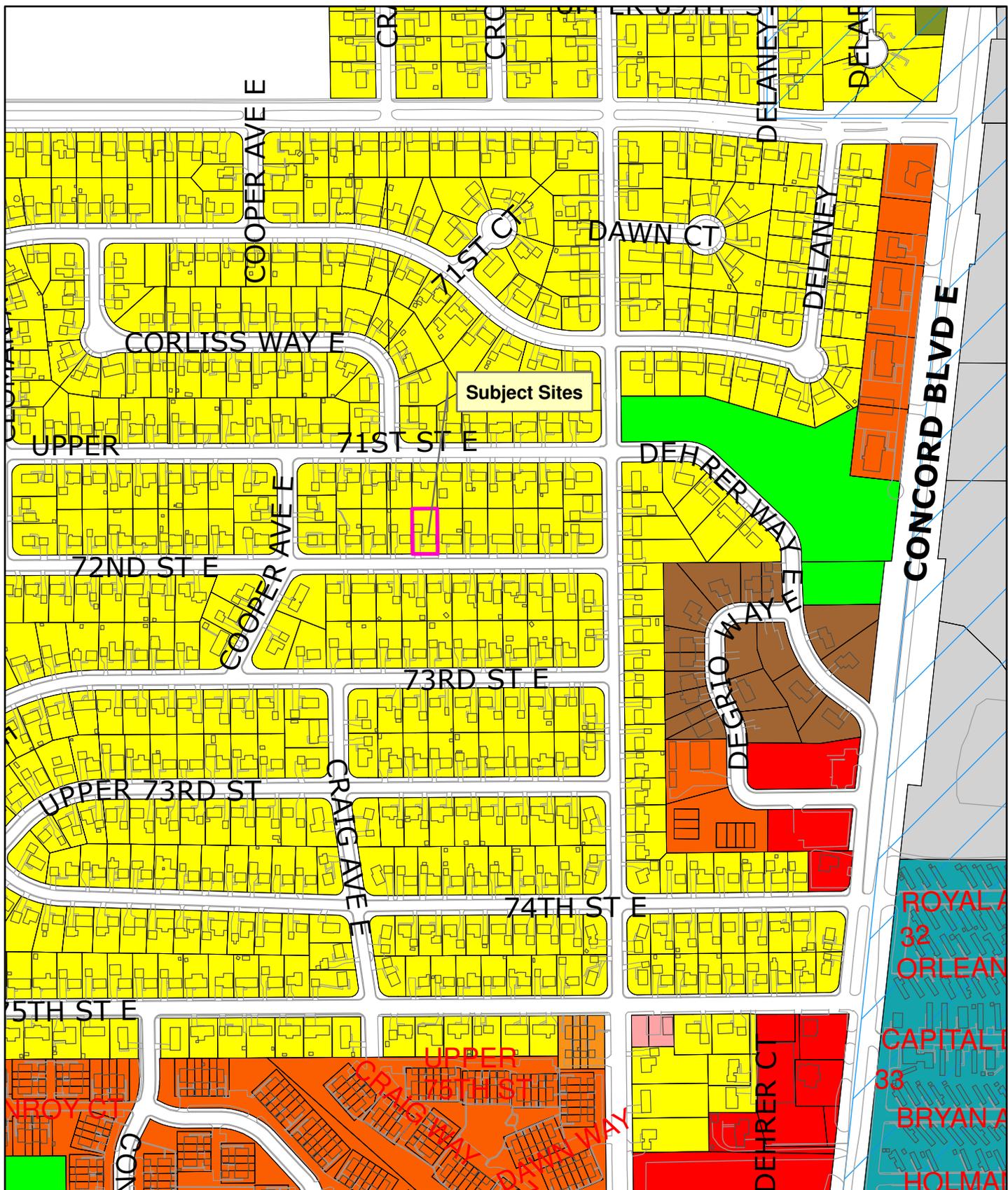


Exhibit A
Zoning Map

CITY OF INVER GROVE HEIGHTS REQUEST FOR COUNCIL ACTION

MCDONALD CONSTRUCTION; Properties located at Lot 3, Block 1; Lot 3, Block 2; and Lot 1, Block 5 of Woodland Preserve, Inver Grove Heights, MN.

Meeting Date: December 8, 2008
 Item Type: Regular Agenda
 Contact: Jenn Emmerich; 651.450.2553
 Prepared by: Jenn Emmerich, Asst. City
 Planner
 Reviewed by:

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

PURPOSE/ACTION REQUESTED

Consider a resolution relating to the following variance:

- a) A variance to allow for a maximum of 4,000 square feet of impervious coverage.
 - Requires 3/5th's vote.
 - 60-day deadline: December 12, 2008 (1st 60 days)

SUMMARY

The applicant has submitted an application for a variance to exceed the allowed maximum impervious coverage on three undeveloped R-1C-zoned lots, all located within Woodland Preserve. Approved in 2005, Woodland Preserve is a single-family residential development located in the Southwestern portion of the City. With the exception of the three lots in question, all of the lots within the subdivision have been developed.

When the development was approved, the allowed maximum impervious coverage on each individual lot was the lesser of 30% or 4,000 square feet. Many of the lots within Woodland Preserve are larger than the required 12,000 square foot minimum. Therefore the rule that generally applied to the lots was the 4,000 square foot maximum. However, earlier this year, an ordinance amendment eliminated the 4,000 square foot requirement but changed the allowed maximum impervious coverage on all R-zoned lots to 20%. While this ordinance amendment assisted some lots in Woodland Preserve, it hindered the size of home that would be allowed on the remaining open lots within Woodland Preserve.

Engineering Analysis

The Engineering Department conducted a detailed study of Woodland Preserve to determine if applying the former zoning rules would adversely impact the lots within the development. They calculated the current level of impervious coverage, reviewed the original storm water management plan and adjusted for any development inconsistencies that may have occurred within the development. After their review, it was determined that the current storm water infiltration system was designed to accept 4,000 square feet of runoff from each lot and could infiltrate runoff from the lots if they were constructed to the standards of the prior zoning ordinance.

RECOMMENDATION

Analysis There are several hardships associated with this request. First, the zoning ordinance was modified while Woodland Preserve was being developed. All of the lots that have been developed (33 of the 36 lots) feature large houses. The change in the ordinance significantly hinders the size of the house that could be placed on the undeveloped lots. Forcing the developer to construct smaller homes that are inconsistent with the neighborhood would create inequities for the existing property owners. Furthermore, constructing houses on the remaining lots that are so out of character from the neighborhood would be adverse to the intent of the ordinance. Ordinances are drafted so neighborhoods are developed with a certain level of uniformity. Having areas with similar sized homes and similar setbacks creates a sense of togetherness (i.e. neighborhoods), which are essential to communities. Moreover the impervious coverage standard was put in place to ensure that there is proper infiltration of runoff. As stated earlier, the storm water system that was designed for Woodland Preserve clearly has the capacity to infiltrate the runoff from 4,000 square feet of impervious coverage per lot. Lastly, the City has concerns about the 20% maximum impervious coverage ordinance and is in the process of reviewing possible amendments that could change the allowed impervious coverage in the R District.

Additionally, this development is unique in that all but three of the lots have been developed under the previous zoning ordinance regulations and the City has information regarding the storm water management plan for the development. That plan was reviewed by the City engineering staff and it was determined that allowing these last three lots to have 4,000 square feet of impervious coverage would not adversely impact the other lots within the development.

Planning Staff Recommends approval of the variance request.

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

Parks and Recreation Not applicable.

Attachments Variance Approval Resolution
Planning Commission Recommendation
Planning Report

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

RESOLUTION NO. _____

**RESOLUTION APPROVING A VARIANCE TO FOR A MAXIMUM OF 4,000 SQUARE
FEET OF IMPERVIOUS COVERAGE ON THREE R-1C LOTS.**

**CASE NO. 08-52V
(McDonald Construction)**

Properties located at Lot 3, Block 1; Lot 3, Block 2; and Lot 1, Block 5 of Woodland Preserve
and legally described as follows:

Lot 3, Block 1; Lot 3, Block 2; and Lot 1, Block 5 of Woodland Preserve, **of Dakota County,
Minnesota**

WHEREAS, an application has been received for a Variance to allow for a maximum of
4,000 square feet of impervious coverage;

WHEREAS, the afore described property is zoned R-1C, Single Family Residential;

WHEREAS, a Variance may be granted by the City Council from the strict application
of the provisions of the Zoning Code (City Code Section 515) and conditions and safeguards
imposed in the variance so granted where practical difficulties or particular hardships result from
carrying out the strict letter of the regulations of the Zoning Code, as per City Code Section
515.40, Subd. 3A;

WHEREAS, the City of Inver Grove Heights Planning Commission reviewed the request
on December 2, 2008 in accordance with City Code Section 515.40, Subd. 3C;

WHEREAS, a hardship, was found to exist not based on economic reasons. Rather the
zoning ordinance was modified while Woodland Preserve was being developed and the change
significantly hinders the size of the house that could be placed on the undeveloped lots. Forcing
the developer to construct smaller homes that are inconsistent with the neighborhood would
create inequities for the existing property owners. Furthermore, constructing houses on the
remaining lots that are so out of character from the neighborhood would be adverse to the intent
of the ordinance. Additionally, the impervious coverage standard was put in place to ensure that

there is proper infiltration of runoff and the storm water system that was designed for Woodland Preserve clearly has the capacity to infiltrate the runoff from 4,000 square feet of impervious coverage per lot.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS, that the variance to encroach within the front yard setback is hereby approved with the following conditions:

1. Each of the lots shall be developed with a maximum impervious coverage of 4,000 square feet.
2. Engineering staff shall determine an appropriate storm water mitigation plan for the impervious surface.

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 8th day of December, 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: November 18, 2008

SUBJECT: McDONALD CONSTRUCTION – CASE NO. 08-52V

Reading of Notice

Commissioner Simon read the public hearing notice to consider a request for a variance to exceed the allowed maximum impervious coverage in the R-1C zoning district for three lots located in Woodland Preserve. 7 notices were mailed.

Presentation of Request

Jennifer Emmerich, Assistant Planner, explained the request as detailed in the report. She advised that the applicant is requesting a variance to exceed the allowed maximum impervious coverage on three R-1C zoned lots in Woodland Preserve. Ms. Emmerich advised that all of the lots within the subdivision have been developed, with the exception of these three lots. She explained that when the development was approved the allowed maximum impervious coverage on each individual lot was the lesser of 30% or 4,000 square feet. Earlier this year, however, the ordinance was changed to allow a maximum of 20% impervious surface on R-zoned lots. Ms. Emmerich advised that the Engineering Department conducted a detailed study of Woodland Preserve and determined that the current storm water infiltration system was designed to accept 4,000 square feet of runoff from each lot and could infiltrate runoff from the lots if they were constructed to the standards of the prior zoning ordinance. She stated that staff does not feel this would set a precedent since there are only three lots left in the subdivision. They also feel that there are several hardships associated with this request, including that forcing the developer to construct smaller homes that are inconsistent with the existing neighborhood would be burdensome to the established property owners and would be out of character from the rest of the neighborhood. Staff recommends approval of the request with the conditions listed in the report.

Commissioner Wippermann questioned Ms. Emmerich's earlier statement that all the lots were developed with the exception of the three owned by McDonald Construction, stating there were other lots that had not yet been built on.

Ms. Emmerich advised that the lots Commissioner Wippermann was referring to had approved building plans but had not yet started construction.

Commissioner Wippermann asked if those lots would require variances as well, to which Ms. Emmerich replied they would not as their building permits had been approved prior to the ordinance change.

Opening of Public Hearing

Robert McDonald, owner of McDonald Construction, recommended that the entire subdivision be allowed to abide by the original impervious coverage standards (30% or 4,000 square feet) and noted that he recently lost a sale on a model home due to the buyer wanting a 200 square foot addition which would not comply with the new 20% impervious coverage maximum. He

requested that in the future the City inform the Builders Association of any proposed major ordinance amendments. Mr. McDonald stated that building a home on the three subject lots with only 20% impervious would be a detriment to the existing homes in the development.

Chair Bartholomew asked if the applicant was agreeable with the conditions listed in the report, to which Mr. McDonald replied in the affirmative.

Commissioner Wippermann noted that the Planning Commission recommended 30% maximum impervious coverage but it was changed later to 20% at the Council meeting. He asked the applicant if 4,000 square feet would be sufficient as some of the lots were quite large.

Mr. McDonald replied that he would prefer 30% but would be satisfied with the original ordinance which allowed 4,000 square feet. He stated it was unreasonable to restrict builders to 4,000 square feet since there were so many large lots in Inver Grove Heights.

Planning Commission Recommendation

Motion by Commissioner Simon, second by Commissioner Wippermann, to approve the request for a variance to exceed the allowed maximum impervious coverage standards in the R-1C zoning district for property legally described as Lot 3, Block 1; Lot 3, Block 2; and Lot 1, Block 5 of Woodland Preserve with the conditions listed in the report.

Motion carried (9/0). This item goes to the City Council on December 8, 2008.



McDonald Variance Request Case No. 08-52V

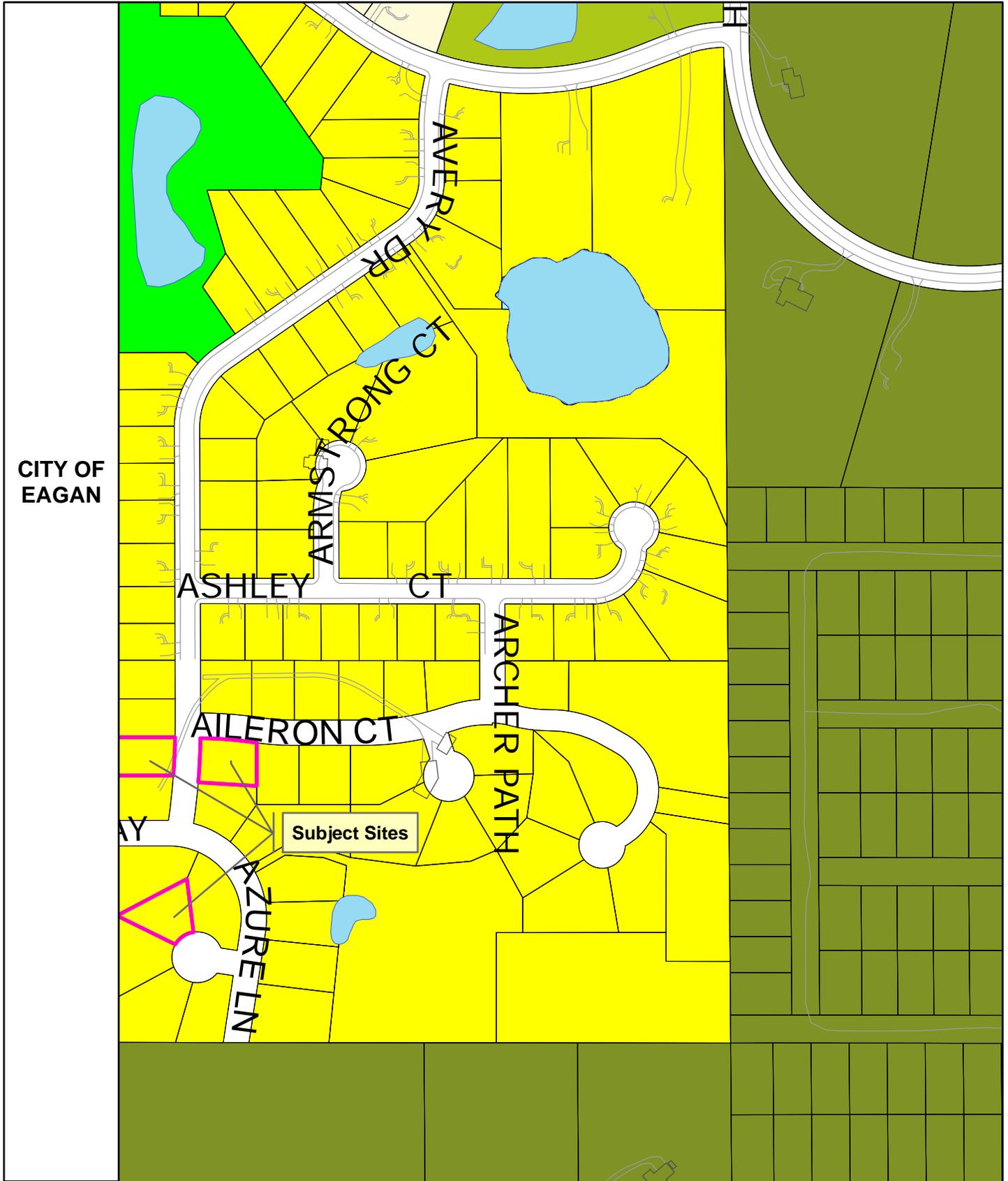


Exhibit A
Zoning Map

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Dakota Electric - Case No. 08-53VCS

Meeting Date: December 8, 2008
 Item Type: Regular
 Contact: Heather Botten 651.450.2569
 Prepared by: *HB* Heather Botten, Associate Planner
 Reviewed by: *HB* Planning

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

PURPOSE/ACTION REQUESTED

Consider the following Resolutions for property located at the southwest corner of Barnes Avenue and 105th Street;

- a) **Preliminary and Final Plat** for a one lot, one outlot plat.
 - Requires a 3/5ths vote
- b) A **Variance** to the minimum lot size in the A, Agricultural zoning district.
 - Requires a 3/5ths vote
- c) A **Conditional Use Permit** to allow an essential service structure with sheet metal siding in the A, Agricultural zoning district.
 - Requires a 4/5ths vote
- d) A **Conditional Use Permit** to allow a mono-pole tower 90 feet in height in the A, Agricultural zoning district.
 - Requires a 4/5ths vote
 - 60-day deadline: December 19, 2008 (1st 60-days)

SUMMARY

The one lot, one outlot plat would create a 1.4 acre parcel for the construction of a substation for Dakota Electric. The outlot, which is owned by Flint Hills, would be 16.4 acres and at this time left vacant. The property is located under and adjacent to three existing high voltage transmission lines. The substation is designed and sized for two transformers and associated switchgear, but initially only one transformer and one switchgear enclosure will be installed. Additionally, a 90' tall, self supporting mono-pole structure would also be constructed to provide internal communication back to the Dakota Electric control center and to protect the substation from lightning strikes. The function of the substation is to take the electricity from the overhead transmission lines and step the voltage down to that used for household electrical power. The stepped-down voltage is then carried in the underground powerlines in the streets that ultimately leads to homes.

The applicant is requesting a variance to create a lot that does not meet minimum lot size requirements in the Agricultural district. The proposed lot size is what is required for this type of substation. The facility is considered an essential service and is necessary to meet the electrical distribution requirements in the area. The size of the lot has the least amount of impact and disturbance to the adjoining properties. Staff is recommending the applicant provide a restrictive covenant on the property stating that Lot 1 would be used for the proposed use or agricultural open space and not for a single family home.

The equipment buildings on site would have sheet metal siding. This type of siding is a conditional use in the agricultural district. A tower exceeding 52.5' is also a conditional use in the agricultural district. The proposed monopole tower is 90'. The proposed conditional uses meet the review criteria and are consistent with the City Code and Comprehensive Plan.

The submitted landscaping plans provide for 28 spruce trees and 17 arborvitae located along the north, east, and west property lines. For additional screening along the abutting westerly property, staff is recommending a few more trees be planted along the west property line, aligning with the southernmost portion of the equipment enclosures as shown on the site plan.

Planning Staff: Recommends approval of the requests with the conditions listed in the attached resolutions.

Planning Commission: Recommended approval of the requests at their November 18, 2008 meeting (9-0).

Park and Rec: Park dedication on this project would be cash in lieu of land; a fee of \$7,700 would be required for Lot 1 (1.4 acres x \$5,500 per acre = \$7,700). Park dedication for the outlot would be required if the lot is ever developed.

Exhibits: Preliminary and Final Plat Resolution
 Variance Resolution
 Conditional Use Resolution for the siding
 Conditional Use Resolution for the tower
 Planning Commission Recommendation
 Planning Report

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

RESOLUTION NO. _____

**A RESOLUTION APPROVING A PRELIMINARY AND FINAL PLAT FOR A ONE
LOT, ONE OUTLOT SUBDIVISION TO BE KNOWN AS RICH VALLEY
SUBSTATION**

**PLANNING CASE NO. 08-53VSC
Dakota Electric**

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

Outlot D, SUNVILLA, according to the recorded plat thereof, Dakota County, Minnesota

WHEREAS, a public hearing concerning the Plat was held before the Inver Grove Heights Planning Commission in accordance with Minnesota Statutes, Section 462.357, Subdivision 3 on November 18, 2008;

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS that, the Preliminary and Final plat for Rich Valley Substation is hereby approved subject to the following conditions:

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

Preliminary Plat

dated 10/20/08

2. A park dedication fee equal to \$7,700 for Lot 1 shall be paid to the City prior to release of the final plat.
3. Drainage and utility easements shall be provided on the final plat as required by the City Engineering Department.

4. Prior to the release of the final plat a restrictive covenant for Lot 1, Block 1 stating the lot shall be used for a substation (or similar use) or agricultural open space shall be reviewed and approved by the City Attorney's office.
5. Final Plat approval shall be subject to the review and approval of Dakota County.

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

Passed this 8th day of December, 2008.

AYES:

NAYS:

George Tourville, Mayor

ATTEST:

Melissa Rheume, Deputy Clerk

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

RESOLUTION NO. _____

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

**PLANNING CASE NO. 08-53VSC
(Dakota Electric)**

Property legally described as follows:

Lot 1, Block 1 Rich Valley Substation, Dakota County, Minnesota

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

WHEREAS, the aforescribed property is zoned A, Agricultural;

WHEREAS, a Variance may be granted by the City Council from the strict application of the provisions of the Zoning Code (City Code Section 515) and conditions and safeguards imposed in the variance so granted where practical difficulties or particular hardships result from carrying out the strict letter of the regulations of the Zoning Code, as per City Code Section 515.40, Subd. 3A;

WHEREAS, the City of Inver Grove Heights Planning Commission reviewed the request on November 18, 2008 in accordance with City Code Section 515.40, Subd. 3C;

WHEREAS, a hardship was found to exist, not based on economic reasons. Rather, the proposed lot size is what is required for this type of substation. The facility is considered an essential service and is necessary to meet the electrical distribution requirements in the area. The size of the lot has the least amount of impact and disturbance to the adjoining properties.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS, that Variance from the minimum lot size for Lot 1, Block 1 Rich Valley Substation is hereby approved subject to the following condition:

1. The lot shall not be developed into a single family lot. A restrictive covenant stating the lot shall be used for a substation or agricultural open space shall be reviewed and approved by the City Attorney's office.

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 8th day of December, 2008.

George Tourville, Mayor

Ayes:

Nays:

ATTEST:

Melissa Rheaume, Deputy City Clerk

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

RESOLUTION NO. _____

**RESOLUTION APPROVING A CONDITIONAL USE PERMIT TO ALLOW
ESSENTIAL SERVICE STRUCTURES WITH SHEET METAL SIDING IN THE
A, AGRICULTURAL DISTRICT.**

**CASE NO. 08-53VSC
Dakota Electric**

WHEREAS, an application for Conditional Use Permit has been submitted for property legally described as the following:

Lot 1, Block 1 Rich Valley Substation, Dakota County, Minnesota

WHEREAS, an application has been received for a Conditional Use Permit to allow essential service buildings with sheet metal siding;

WHEREAS, the afore described property is zoned A, Agricultural;

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 November 18, 2008;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS, that the conditional use permit to allow essential service buildings with sheet metal siding is hereby approved 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.

Plat	dated 10/20/08
Landscaping Plan	dated 11/13/08

Grading and Erosion Control Plan dated 10/20/08

2. Prior to issuance of building permits, the stormwater management, final grading, drainage and erosion control, and utility plans shall be approved by the City Engineering Department.
3. All exterior lighting shall be diffused or directed away from all property lines and public right-of-ways. The direct source of light shall not be visible from any abutting property or public right-of-way.
4. The landscape plan shall be revised by adding additional evergreen plantings along the west property line to help screen the switchgear enclosures from the abutting residential home.
5. The City Code Enforcement Officer, or designee, shall be granted right-of-access to the property at all reasonable times to determine compliance with the terms of the Conditional Use Permit.

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 8th day of December 2008.

George Tourville, Mayor

Ayes:
Nays:

ATTEST:

Melissa Rheaume, Deputy Clerk

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

RESOLUTION NO. _____

**RESOLUTION APPROVING A CONDITIONAL USE PERMIT TO CONSTRUCT A 90 FOOT
MONOPOLE TOWER WITHIN THE A, AGRICULTURAL ZONING DISTRICT**

Planning Case No. 08-53VSC
Dakota Electric

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

Lot 1, Block 1 Rich Valley Substation, Dakota County, Minnesota

WHEREAS, the aforescribed property is zoned A, Agricultural;

WHEREAS, a tower exceeding 52.5 feet is a conditional use in A zoning districts (Inver Grove Heights City Code Section 515.70 Subd. 12);

WHEREAS, a public hearing concerning the conditional use permit was held before the Inver Grove Heights Planning Commission in accordance with Minnesota Statute, Section 462.357, Subdivision 3 on November 18, 2008;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS, that a Conditional Use Permit to allow a tower 90' in height is hereby approved 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.

Plat	dated 10/20/08
Landscaping Plan	dated 11/13/08
Grading and Erosion Control Plan	dated 10/20/08
2. Prior to issuance of building permits, the stormwater management, final grading, drainage and erosion control, and utility plans shall be approved by the City Engineering Department.
3. All exterior lighting shall be diffused or directed away from all property lines and public right-of-ways. The direct source of light shall not be visible from any abutting property or public right-of-way.

4. The landscape plan shall be revised by adding additional evergreen plantings along the west property line to help screen the switchgear enclosures from the abutting residential home.
5. The City Code Enforcement Officer, or designee, shall be granted right-of-access to the property at all reasonable times to determine compliance with the terms of the Conditional Use Permit.

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 8th day of December, 2008.

AYES:

NAYS:

George Tourville, Mayor

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: November 18, 2008
SUBJECT: **DAKOTA ELECTRIC ASSOCIATION – CASE NO. 08-53VCS**

Reading of Notice

Commissioner Simon read the public hearing notice to consider a conditional use permit for a preliminary and final plat for a one lot, one outlot subdivision, a variance to the minimum lot size in the Agricultural District, a conditional use permit to allow an essential service structure with sheet metal siding in the Agricultural district, and a conditional use permit to allow a mono-pole tower in excess of 52.5 feet in the Agricultural district for property located on the southwest corner of Barnes Avenue and 105th Street.

Presentation of Request

Heather Botten, Associate Planner, explained the request as detailed in the report. She advised that the request is to plat 1.4 acres to construct a substation for Dakota Electric. The outlot would be 16.4 acres in size and would be left vacant at this time. The site is under and adjacent to three existing high voltage transmission lines. The substation is designed to provide for two transformers and associated switchgear but initially only one transformer and one switchgear enclosure will be installed. Additionally there is a 90 foot self-supporting mono-pole structure that is proposed to provide internal communication back to the Dakota Electric communication center and for the protection of the substation from lightening strikes. Ms. Botten advised that the applicant is requesting a variance to create a lot that does not meet minimum lot size in the Agricultural district. Staff believes that the request meets the variance criterion. Ms. Botten advised that the submitted landscaping plan shows 28 spruce trees and 17 arborvitae proposed on the west, north, and east property lines; however, staff is recommending that the landscaping plan be revised to install additional evergreen plantings along the west property line. She advised that the switchgear enclosure and storage sheds are proposed with metal siding, which is a conditional use in the Agricultural district. The proposed mono-pole tower, at 90 feet, is also a conditional use. Staff recommends approval of the request with the conditions listed in the report.

Ms. Botten advised that staff received inquiries from some of the neighboring residents, with the majority of them being general questions or concerns about screening.

At Commissioner Simon's request, Ms. Botten displayed photographs of similar structures to the ones being proposed.

Opening of Public Hearing

Craig Knudsen, Dakota Electric Association, 4300 – 220th Street West, advised that Dakota Electric serves the south/southwestern part of Inver Grove Heights and that all their lines and circuits feed in from Eagan. He stated that because of the significant distance, and the growth in the area, they have seen a lot of strain on their systems and are proposing to build a substation which would relieve those circuits and enable them to provide a solid feed for

underground electricity. He advised that the proposed location would allow them to tie into existing circuits and provide the necessary reliability without being too close to single family homes.

Chair Bartholomew asked if the applicant agreed with the conditions listed in the report, to which Mr. Knudsen replied in the affirmative.

Mr. Knudsen stated they would be willing to provide additional screening, and he advised that the intent is for the proposed outlot to be used for pasture.

Commissioner Hark asked the applicant to address the anticipated noise generated from this facility.

Mr. Knudsen stated it would be a steady noise that would be fairly confined. He advised a person would have to be very near to the substation to hear anything.

Commissioner Simon asked if the proposed substation would emit additional EMF's to the contact area, to which Mr. Knudsen replied it would not. Mr. Knudsen stated that Dakota Electric distributes electricity but does not generate it.

Commissioner Schaeffer asked the applicant to discuss the location of the existing lines and any new overhead lines that would be added.

Mr. Knudsen advised there were three existing overhead transmission lines running along the north side of the property to the Excel substation. He stated they would tie into the southernmost transmission line and add approximately a 100 foot addition which would tie into the proposed substation.

Commissioner Wippermann asked if Dakota Electric was purchasing just the 1.4 acre lot or the outlot as well.

Mr. Knudsen stated they were purchasing just the 1.4 acre parcel which is owned by Flint Hills Resources.

Commissioner Koch asked the applicant to discuss the distance between the proposed landscaping and fence.

Mr. Knudsen replied the landscaping would be set back a minimum of 4-5 feet from the fence.

Billy Johnston, 2353 – 105th Street East, asked if there were alternative sites looked at for the substation. He stated that the land to the south and southeast was industrial area which he felt would be a better location for this type of use. He stated that the whole area was designated in the draft Comprehensive Plan as a proposed greenway. Mr. Johnston suggested that the landscaping plan require taller trees.

Sharon Brown, 2543 – 105th Street, stated she was opposed to the request and felt it was unfair that their neighborhood had to look at a second substation. She suggested an alternative site be looked at.

Mr. Knudsen stated that in order to support their service area they need to be located in the general area of the proposed site. He advised that they closely evaluated the entire area and determined that this was the best location to serve their needs, limit additional transmission lines, and provide the least impact to the general area. Mr. Knudsen advised that the proposed substation would be less than one-fourth the size at maximum build out of the Excel substation across the street. Mr. Knudsen stated that the Excel substation is much larger, older, and has significantly less landscaping than the one being proposed.

Commissioner Roth asked if the applicant planned on building a berm around the substation, to which Mr. Knudsen replied in the affirmative.

Commissioner Gooch asked if the proposed 10' x 12' shed could be built to look more like a traditional structure versus a temporary building.

Mr. Knudsen replied they have little flexibility on the aesthetic of the building. He added that the goal, however, is to make it blend in as much as possible with landscaping, etc.

Barb Fleischaker, 10300 Brent, questioned the need for another substation when the area is already fully developed.

Ms. Brown asked if there was anything they could do as a community to have someone look into alternative sites.

Chair Bartholomew advised that Mr. Knudsen stated that they did an extensive study to find the location which would serve their needs and have the least impact to the community.

Ms. Brown suggested Dakota Electric consider contacting property owners who may be interested in being bought out as a potential alternative site.

Mr. Johnston questioned why the substation could not be located half a mile away in the existing industrial area. He added that Dakota Electric currently provides excellent service and therefore he questioned the need for a substation.

Planning Commission Discussion

Mr. Knudsen advised there are three substations in Eagan that feed this general area. Due to the distance they are stretching the system and the lines are under strain. He stated they need to put something in place now that will provide the necessary reliability for the future. Mr. Knudsen stated that the subject property was actually more expensive than other options but they chose to spend the money as it would have the least impact to the general area.

Commissioner Hark asked if the proposed shed could be more aesthetically appealing.

Mr. Knudsen stated he spoke with the manufacturer and was advised this commercial grade enclosure was not available in other materials.

Mr. Johnston asked if moving the substation less than a mile away to the industrial area would negatively impact the electrical service.

Mr. Knudsen advised that would require running additional transmission lines and would strain the system again with lengthy feeds.

Chair Bartholomew stated he supported the request with the conditions listed in the report.

Planning Commission Recommendation

Motion by Commissioner Simon, second by Commissioner Koch, to approve the request for a conditional use permit for a preliminary and final plat for a one lot, one outlot subdivision, a variance to the minimum lot size in the Agricultural District, a conditional use permit to allow an essential service structure with sheet metal siding in the Agricultural district, and a conditional use permit to allow a mono-pole tower in excess of 52.5 feet in the Agricultural district for property located on the southwest corner of Barnes Avenue and 105th Street with the conditions listed in the report.

Motion carried (9/0). This item goes to City Council on December 8, 2008.

- d) A **Conditional Use Permit** to allow a mono-pole tower in excess of 52.5 feet in the Agricultural district

EVALUATION OF THE REQUEST

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

North	Xcel Energy substation and single family home; zoned A; guided RDR, Rural Density Residential
South	Single family; zoned A; guided RDR
East	Vacant, owned by Flint Hills; zoned A; guided RDR
West	Single family; zoned A; guided RDR

PRELIMINARY AND FINAL PLAT

Lots & Blocks.

The proposed project consists of one lot and one outlot on 17.8 acres of land. Lot 1 is proposed at 1.4 acres and the outlot would be 16.4 acres. Lot 1 does not meet the minimum 5.0 acre lot size requirement for the agricultural zoning district; a variance for this request is discussed later in this report. The outlot is owned by Flint Hill and is not planned on being developed.

Typically, in a residentially zoned plat the applicant would be required to submit soil borings and demonstrate drainfield locations. Due to the proposed use of the site staff is not requiring this be done. To ensure that Lot 1 will not be used for residential purposes staff is recommending a restrictive covenant for Lot 1, Block 1 stating the lot shall be used as a substation (or similar use) or agricultural open space. This covenant shall be reviewed and approved by the City Attorney.

Park Dedication. Park dedication on this project will be cash in lieu of land. If approved, prior to release of the final plat for filing with Dakota County, a park dedication fee of \$7,700 will be required (1.4 acres x \$5,500 per acre = \$7,700) for Lot 1. Park dedication for the outlot would be required if the lot is ever developed.

Dakota County Review. The request was sent to Dakota County for plat review and compliance with County roads and right-of-way requirements. Final plat approval will be contingent on the County's comments.

SITE PLAN REVIEW

Access. The proposed access for the site is off of Barnes Avenue which is a local City Street. There are no issues with the proposed access location.

The entrance is proposed to be constructed of class V gravel and the substation pad with a crushed rock. The substation pad would have a chain link fence with a gate surrounding it.

Setbacks. Building and tower setbacks are met. Tower setbacks must equal the height of the tower. The tower is 90 feet in height; the closest property line to the tower is 95+/- feet away.

Engineering Issues. Engineering has reviewed the plat and grading plans. Staff recommends that a condition be included stating prior to issuance of building permits, the grading, drainage and erosion control plans and stormwater management shall be subject to the review and approval of the City Engineering Department. The required drainage and utility easements, as approved by the City Engineering Department, will have to be shown on the final plat.

Landscaping/Screening. A landscape plan has been submitted for review. The City's Zoning Code states that all utility buildings accessory to a tower shall be screened from view by suitable vegetation, except where the city finds that a design for non-vegetative screening better reflects and compliments the architectural character of the surrounding neighborhood. The submitted landscape plan provides for 28 spruce trees and 17 arborvitae planted along the east, north, and west property lines meeting the intent of the zoning code. Staff is recommending additional trees be planted along the west property line, to align with the southern most portion of the future equipment enclosure to help screen the structures from the nearby residential home.

Exterior Building Materials. The switchgear enclosures and 10 x 12 storage shed are proposed with metal siding. Sheet metal siding is a conditional use in the agricultural district. A review against the CUP criteria is addressed later in this report.

Lighting. The site plan does not show any details of lighting for the proposed request. If lighting is installed all exterior lighting shall be diffused or directed away from all property lines and public right-of-ways. The direct source of light shall not be visible from any abutting property or public right-of-way.

VARIANCES

As indicated earlier, the applicant is requesting a variance to create a lot that does not meet minimum lot size requirements in the Agricultural district (Lot 1, Block 1 Rich Valley Substation).

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 proposed use of the property is unique. The substation and buildings do not require a well, septic, or drainfield locations as a typical single family home or agricultural use would. Providing this service on a 1.4 acre parcel instead of 5 acres minimizes the impact and would be a direct benefit to the adjacent properties. The applicant would provide a restrictive covenant on the property stating that Lot 1 would be used for the proposed use or agricultural open space and not for a single family home.

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

The zoning code does not address minimum lot sizes for essential services. The proposed use is conditionally permitted therefore staff feels the application would be consistent with the Zoning Code and Comprehensive Plan.

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

The proposed use does not need to be situated on a 5.0 acre lot. The lot size is typical for this type of substation. The facility is considered an essential service and is necessary to meet the electrical distribution requirements in the area. The size of the lot has the least amount of impact and disturbance to the adjoining properties and allows for the outlot to provide the maximum amount of open space. A condition of approval should state that the proposed agricultural lot can not be used for a single family residence.

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

Economic considerations do not appear to be a basis for this request.

Conditional Use Permit (CUP)

The CUP requests to allow an essential service with structures that have sheet metal siding and to allow a single mono-pole tower 90' in height in the Agricultural district are reviewed below against the standards found in the Zoning Ordinance, Section 515.40 Subd. 4.

1. *The uses are consistent with the goals, policies and plans of the City Comprehensive Plan, including future land uses, utilities, streets and parks.*

The proposed use of a substation is consistent with Comprehensive Plan. It is an essential service and helps supply the area with a reliable local source of energy.

The future land use for the proposed site and surrounding properties is Rural Density, not a high intensity use.

2. *The use is consistent with the City Code, especially the Zoning Ordinance and the intent of the specific Zoning District in which the use is located.*

This standard is met. The proposed uses are Conditionally permitted uses in the zoning code. The substation is located under existing high voltage transmission lines.

3. *The use would not be materially injurious to existing or planned properties or improvements in the vicinity.*

This standard is met. The proposed uses will not create any adverse physical impacts upon the neighborhood. The closest abutting home is over 500 feet away from the proposed substation. An Excel substation is located on the north side of 105th Street. The outlot will still be owned by Flint Hills; there is currently no plan to develop the remaining portion of the lot.

4. *The use does not have an undue adverse impact on existing or planned City facilities and services, including streets, utilities, parks, police and fire, and the reasonable ability of the City to provide such services in an orderly, timely manner.*

This standard is met. The proposed use would not have an undue adverse impact to city utilities.

5. *The use is generally compatible with existing and future uses of surrounding properties, including:*

- a) *Aesthetics/exterior appearance*

The proposed substation would be smaller than the substation to the north. The equipment enclosures would be made from a metal material. The tower is 90 feet in height and a self supporting mono-pole structure. The site is designed for two transformers and switchgear buildings.

- b) *Noise*

There will be some noise, but nothing that would impact the neighborhood. The facility would be newer and quieter than the Xcel substation to the north.

- c) *Traffic*

There would be periodic inspections and maintenance, nothing out of the ordinary.

- d) *Drainage*

The City Engineering Department will review and approve the drainage plans for the property.

- e) *Fencing, landscaping and buffering*

Staff recommends evergreen trees to be planted along the north, east and west sides of the building exposed to the public to help screen the

structure from abutting properties and 105th Street and Barnes Avenue. A chain link fence is proposed around the site for security purposes.

6. *The property is appropriate for the use considering: size and shape; topography, vegetation, and other natural and physical features; access, traffic volumes and flows; utilities; parking; setbacks; lot coverage and other zoning requirements; emergency access, fire lanes, hydrants, and other fire and building code requirements.*

This standard has been met.

7. *The use does not have an undue adverse impact on the public health, safety or welfare.*

Staff is not aware of any public health, safety or welfare issues associated with the proposal. This standard has been met.

ALTERNATIVES

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

A. **Approval.** If the Planning Commission finds the application to be acceptable, the following actions should be recommended for approval:

- Approval of the **Preliminary Plat and Final Plat** of Rich Valley Substation subject to the following conditions:

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

Preliminary Plat

dated 10/20/08

2. A park dedication fee equal to \$7,700 for Lot 1 shall be paid to the City prior to release of the final plat.

3. Drainage and utility easements shall be provided on the final plat as required by the City Engineering Department.

4. Prior to the release of the final plat a restrictive covenant for Lot 1, Block 1 stating the lot shall be used for a substation (or similar use) or agricultural open space shall be reviewed and approved by the City Attorney's office.

5. Final Plat approval shall be subject to the review and approval of Dakota County.

- Approval of the **Variance** for Lot 1, Block 1 Rich Valley Substation to not meet the minimum lot size requirements in an Agricultural Zoning District subject to the following conditions:

1. Lot 1, Block 1 shall not be developed into a single family lot. A restrictive covenant stating the lot shall be used for a substation or agricultural open space shall be reviewed and approved by the City Attorney's office

Hardship: The proposed lot size is what is required for this type of substation. The facility is considered an essential service and is necessary to meet the electrical distribution requirements in the area. The size of the lot has the least amount of impact and disturbance to the adjoining properties.

- Approval of **Conditional Use Permit** to allow an essential service with structures that have sheet metal siding and a **Conditional Use Permit** to allow a single mono-pole tower 90' in height in the Agricultural district 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.

Plat	dated 10/20/08
Landscaping Plan	dated 11/13/08
Grading and Erosion Control Plan	dated 10/20/08

2. Prior to issuance of building permits, the stormwater management, final grading, drainage and erosion control, and utility plans shall be approved by the City Engineering Department.
3. All exterior lighting shall be diffused or directed away from all property lines and public right-of-ways. The direct source of light shall not be visible from any abutting property or public right-of-way.
4. The landscape plan shall be revised to install additional evergreen plantings along the west property line to help screen the switchgear enclosures from the abutting residential home.
5. The City Code Enforcement Officer, or designee, shall be granted right-of-access to the property at all reasonable times to determine compliance with the terms of the Conditional Use Permit.

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

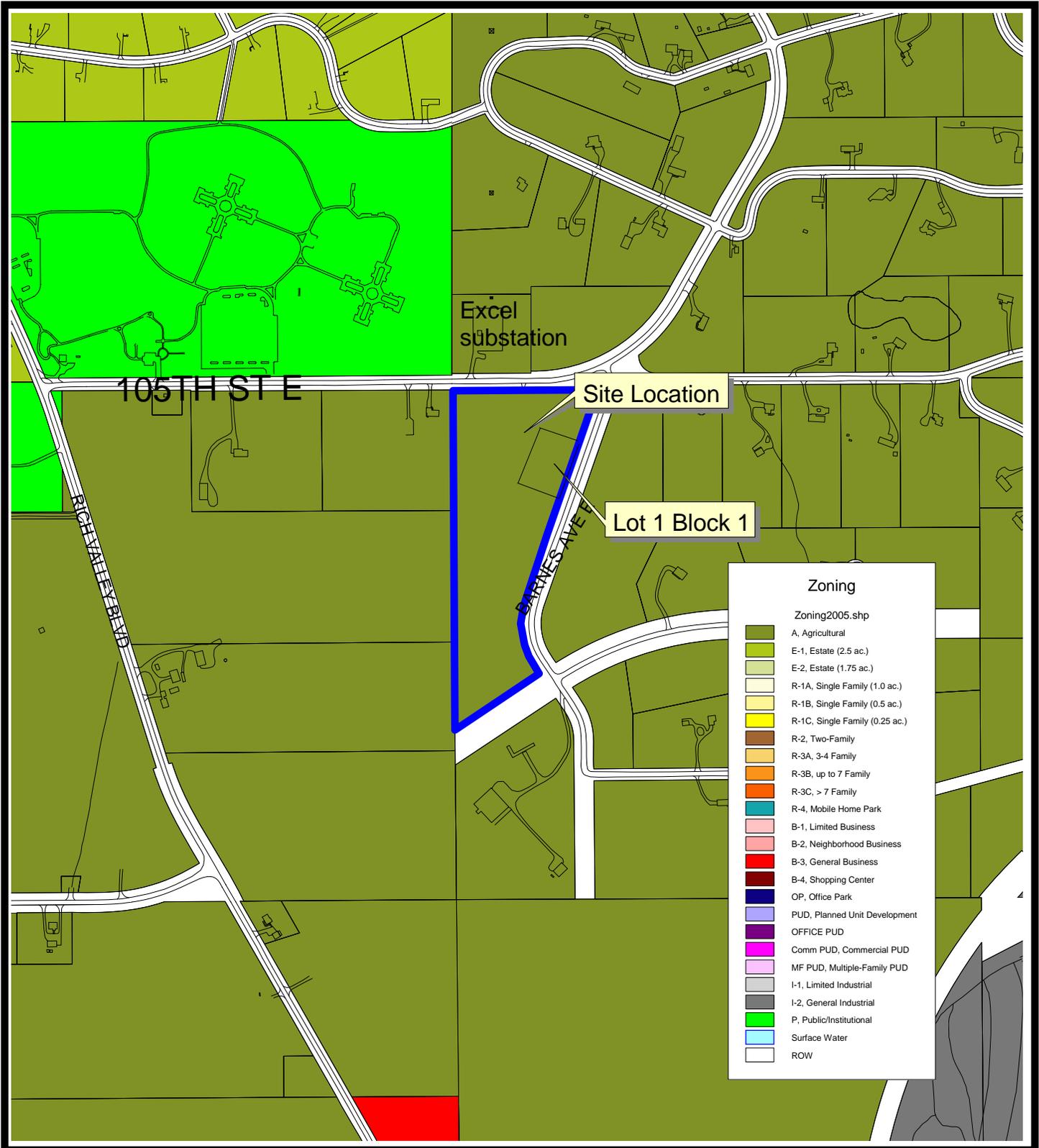
RECOMMENDATION

Based on the preceding report staff recommends alternative A, Approval of the request with the conditions listed.

Attachments: Exhibit A – Site/Zoning Map
Exhibit B – Applicant Narrative
Exhibit C - Plat
Exhibit D– Grading and Erosion Control Plan
Exhibit E – Landscaping Plan
Exhibit F - Photos of accessory buildings



Dakota Electric Case No. 08-53VCS



Map is not to scale

Exhibit A
Zoning and Location Map

**Proposed Dakota Electric Association
12.47kV Distribution Substation
(Rich Valley Substation)**

Dakota Electric Association (DEA) is proposing to build a 12.47kV distribution substation facility located on the south-west corner of the intersection between 105th street (County Rd 73) and Barnes Ave. The site was chosen as it is under and adjacent to three existing high voltage transmission lines and will not require significant extension of high voltage transmission lines. An existing Xcel substation is located just north of this site. The existing Xcel substation is a transmission and distribution substation with 7 high voltage transmission lines terminating within the site. The Rich Valley site will only be a distribution substation and will only tap a single transmission line.

DEA's existing feeders supplying the area are heavily loaded and are supplied by substations a significant distance away. With the increasing electrical load in the area the existing feeders will not have sufficient capacity to continue to provide reliable service to the area loads. The existing substations supplying the area are also reaching capacity and the capacity provided by Rich Valley substation will off load those substations. Rich Valley substation will provide a reliable local source for electricity and also provide backup for the other substations in the area. The area is presently supplied by Lebanon Hills, Wescott Park and Yankee Doodle substations. Even with the slow down in residential construction we are experiencing commercial growth and increased electrical demand from existing residential members.

A connection to the existing 69kV high voltage transmission line will serve as the source for this facility. This site was selected as no major transmission lines are required and only 100-200' transmission tap is needed for the interconnection. The substation will be designed and sized for two transformers and associated switchgear, but initially only one transformer and one switchgear enclosure will be installed. There are presently no plans for the installation of the second transformer in the 20 year planning time frame, but the space will be available if large commercial or larger than expected residential load growth occurs.

A tall mast is needed with the substation construction to protect the substation from lightning strikes. This mast will be 90' tall and be self a supporting mono-pole structure. This mast will also be used to provide internal communication back to the Dakota Electric control center and to Dakota Electric switches, meters and other devices located in the area. Antennas will be mounted on this mast for Dakota Electric's communications links.

The substation distribution transformer "steps down" the voltage from the 69kV transmission line voltage to our system operating voltage of 12.47kV. Switchgear and pad-mounted switch enclosures are then used to distribute the power to the DEA system. The energy is metered by the current and potential transformers provided by Great River Energy (GRE), DEA's power supplier.

The site and fenced area are sized to accommodate DEA's immediate and future needs. Initially, DEA will install a single transformer and associated switchgear on the substation site. Initially four (4) underground circuits will exit the substation and connect to the existing distribution system, thus relieving the loading on the surrounding

substations. The additional contingencies provided by the new substation will give DEA's system operators the ability to more quickly restore service to the area, in the event of problems.

In addition to providing normal electrical service to the area, the substation will also provide emergency and maintenance backup service for the Lebanon Hills, Wescott Park and Yankee Doodle substations.

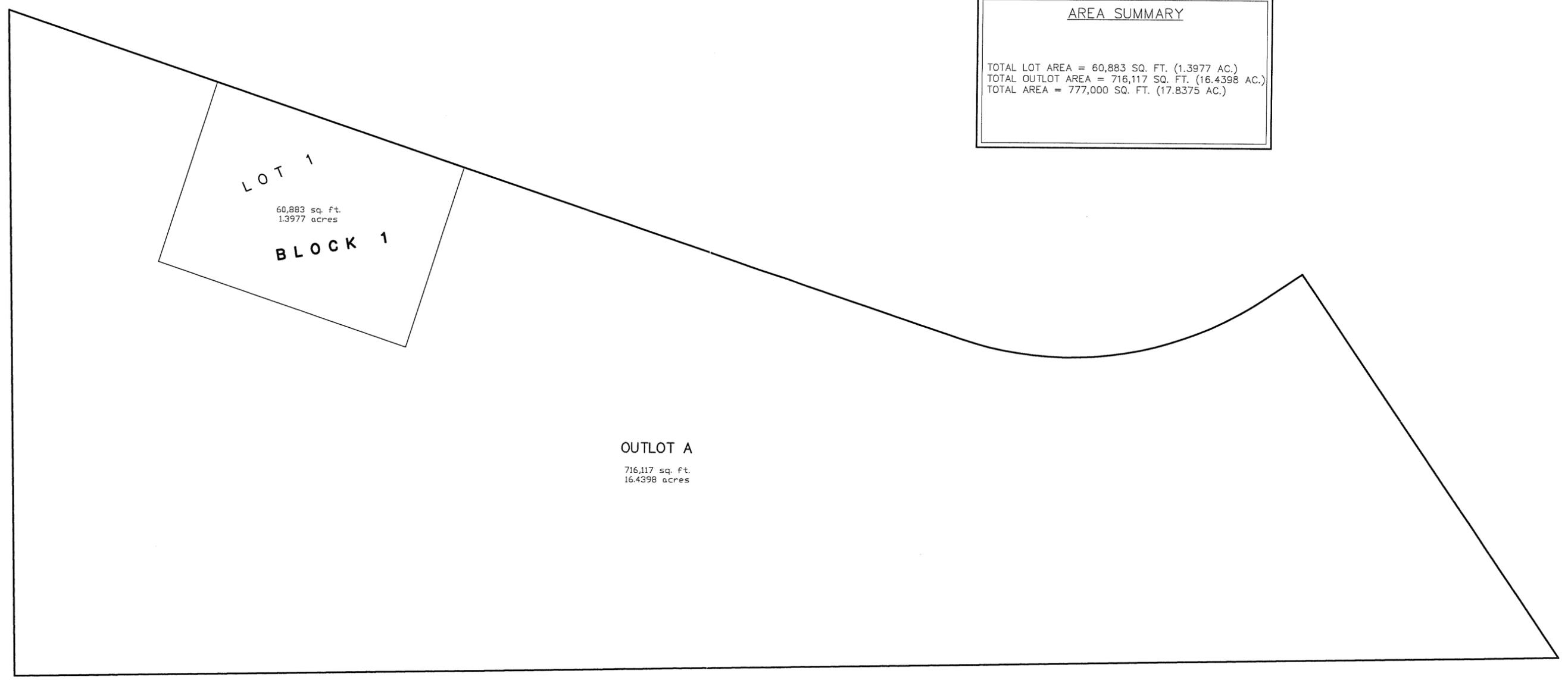
Variance to the Minimum lot size in Agriculture Zoning

Dakota Electric Association (DEA) is proposing a lot size less than the minimum required lot size for Agricultural Zoning as a part of the Rich Valley substation development. The reason for the request is that the size requirement of this substation is approximately 1.4 acres and taking land in excess of what is needed would place unnecessary burden on the use of the remaining property. This facility is considered an essential service and is necessary to meet the electrical distribution requirements in the area. The goal is to be able to provide the service with the least amount of impact and disturbance to the adjacent properties. Providing this service on a 1.4 acres parcel minimizes the impact and would be a direct benefit to the adjacent properties by allowing the continued use of the remaining parcel as a pasture.

rc'd 10-20-08

RICH VALLEY SUBSTATION

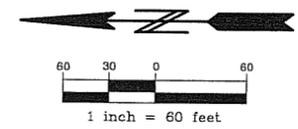
AREA SKETCH



AREA SUMMARY	
TOTAL LOT AREA =	60,883 SQ. FT. (1.3977 AC.)
TOTAL OUTLOT AREA =	716,117 SQ. FT. (16.4398 AC.)
TOTAL AREA =	777,000 SQ. FT. (17.8375 AC.)

LOT 1
60,883 sq. ft.
1.3977 acres
BLOCK 1

OUTLOT A
716,117 sq. ft.
16.4398 acres

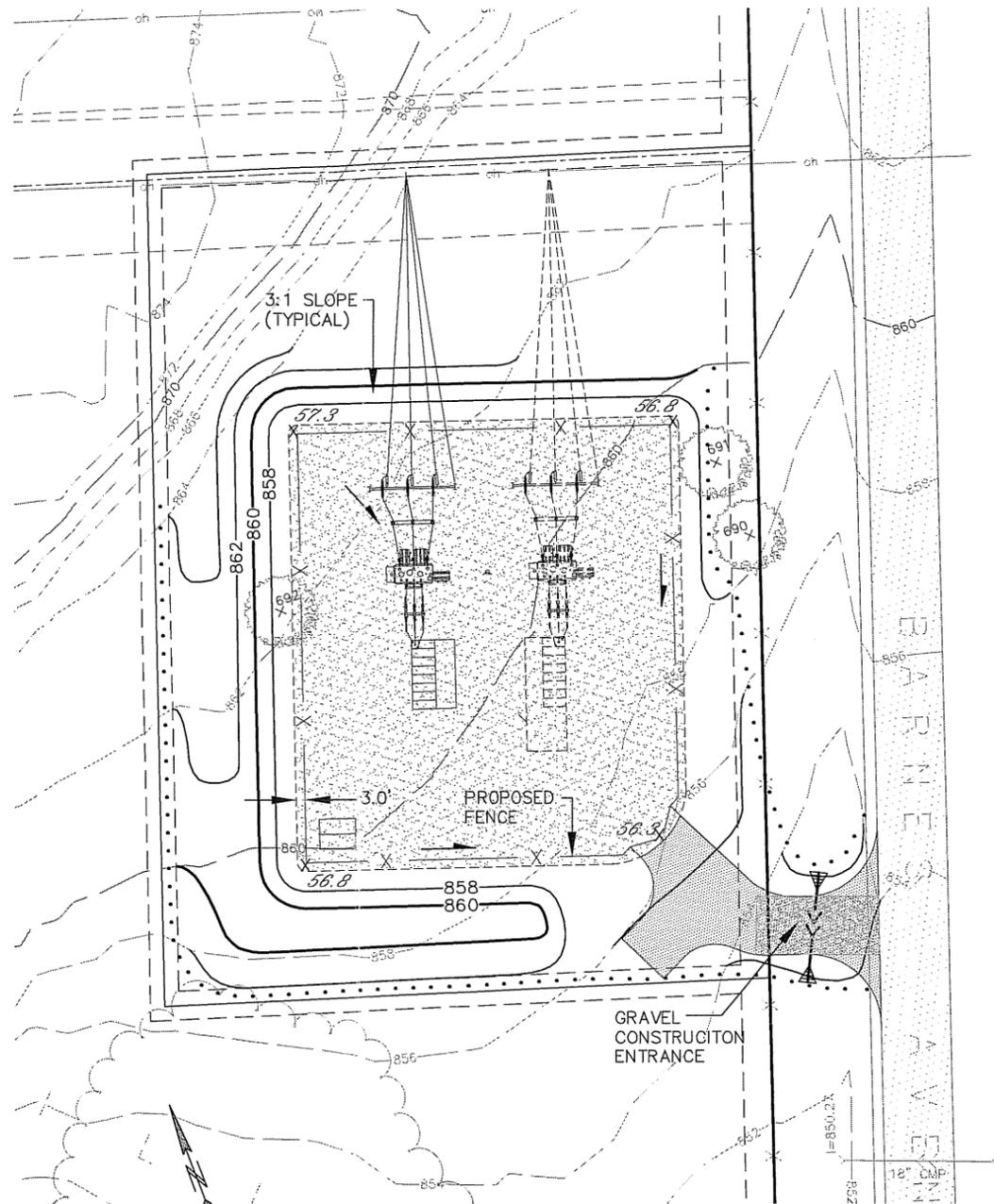


GENERAL GRADING NOTES:

- Contractor is responsible for obtaining all necessary permits.
- Specifications which apply are the most recent editions of the municipality in which the work is located and the Minnesota Department of Transportation specifications for highway construction unless modified herein on these contract documents.
- It is the responsibility of the Contractor to utilize the "Gopher State One Call" excavation notice system as required under Minnesota Statute chapter 216D, 48 hours prior to performing any excavation (Phone 651-454-0002 in the Twin Cities metro area or Toll Free 1-800-252-1166).
- Grading Contractor shall verify locations and elevations of all underground utilities with the respective utility companies prior to construction.
- All construction as called for on these contract documents shall be performed in accordance with all OSHA requirements.
- All erosion control measures called for on these plans and specifications, which may include filter fence, sedimentation basins or temporary sediment traps, shall be constructed and serviceable in the following order, as required,
 - Filter fence.
 - Common excavation and embankment (Grading construction).
 - Seed and mulch (See Note 12).
- Grading Contractor shall provide and maintain all erosion control measures as shown on these plans and specifications and implement any additional erosion control measures necessary in order to protect adjacent property.
- All erosion control facilities shall be maintained by the grading Contractor during grading operations. Any temporary facilities which are to be removed as called for on these plans and specifications shall be removed by the grading contractor when directed by the Engineer. The grading contractor shall then restore the subsequently disturbed area in accordance with these plans and specifications.
- It is the responsibility of the grading Contractor to dispose off-site all trees, stumps, brush, or other debris that exists within the construction areas. Trees to remain shall be designated by the engineer.
- The grading Contractor shall schedule an independent testing agency so that certification of all controlled fills can be furnished to the owner during and upon completion of the project.
- Density tests shall be taken to evaluate the compaction within the substation. Substation fill and class 5 limestone base shall be compacted to 100% standard proctor density in the upper 3 feet and to 95% minimum below 3 feet. The grading tolerance for these areas shall be within 0.1'±.
- Unless otherwise specifically noted, the following site re-vegetation techniques shall be implemented. All disturbed areas, except streets & pads, shall be covered with a minimum of 6" topsoil and seeded. Seeding shall be completed within 2 weeks after earth moving operations are completed.
- It is the responsibility of the Contractor to keep public streets, travel ways, parking lots and trails free of dirt and other debris which result from said grading construction.

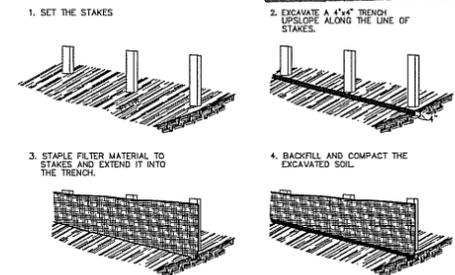
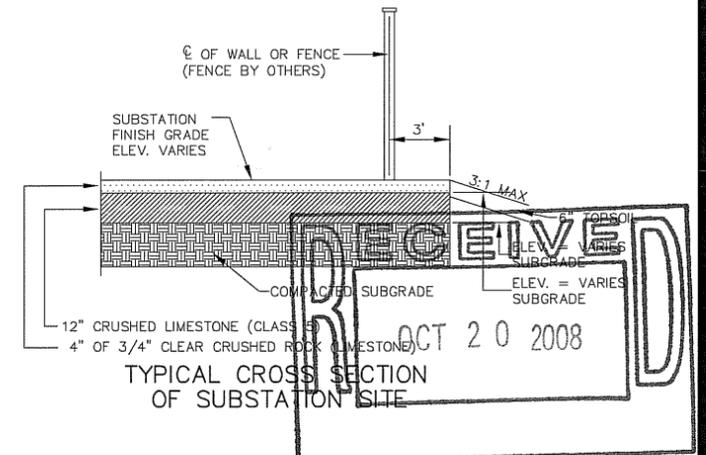
SPECIFIC GRADING NOTES:

- The existing topography and contour elevations on the plans were provided by the engineer. The degree of accuracy of the existing contours shown on the plan is equal to ± one half the contour interval.
- Benchmarks
Dakota County Monument "Pikes" with an elevation of 924.73 (NAVG 29).
"Station is located in the City of Inver Grove Heights in the SW ¼ of Section 27, T27N, R22W. To reach the station from the junction of State Trunk Highway 52-55 and State Trunk Highway 56,
Go south on TH.52-55, 1 mile to frontage road on the right (west), go south on frontage road 500 feet to station on the left. Station is 4 feet east of the east edge of bituminous road, 18 feet north of the center of the entrance to house no. 11025, and 57 feet northeast of a power pole. Station is a 33 foot by ¼ inch aluminum rod driven to refusal and is 0.40 below the ground. The elevation of this station form a 3rd order DCS level run is 924.73 feet"
- Property lines are shown for reference, see legal survey for dimensions and bearings.
- Estimated quantities are based on existing contours and finished plan contours. The contractor shall be responsible for any additional earthwork and materials used during intermediate grading operations as required during the course of his work.



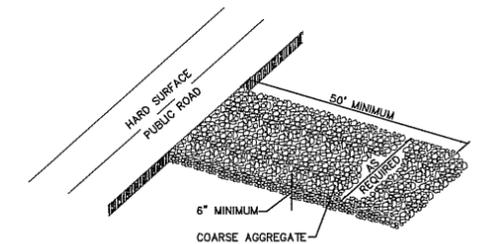
KEY

PROPOSED SUBSTATION PAD (SEE TYPICAL SECTION)	
PROPOSED 12" CL-5 DRIVEWAY	
SILT FENCE	
EXISTING SPOT ELEVATION	x 972.01
PROPOSED SPOT ELEVATION	x 56.8
PROPOSED DRAINAGE ARROW	
EXISTING DRAINAGE ARROW	

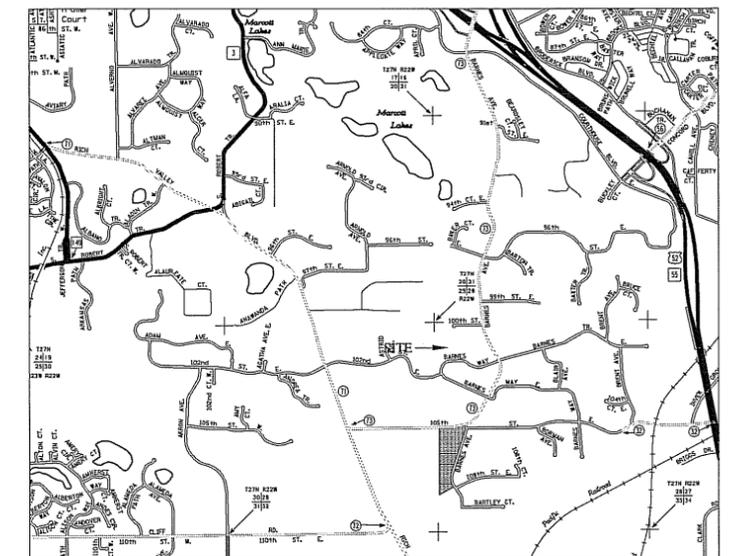


EROSION CONTROL NOTES

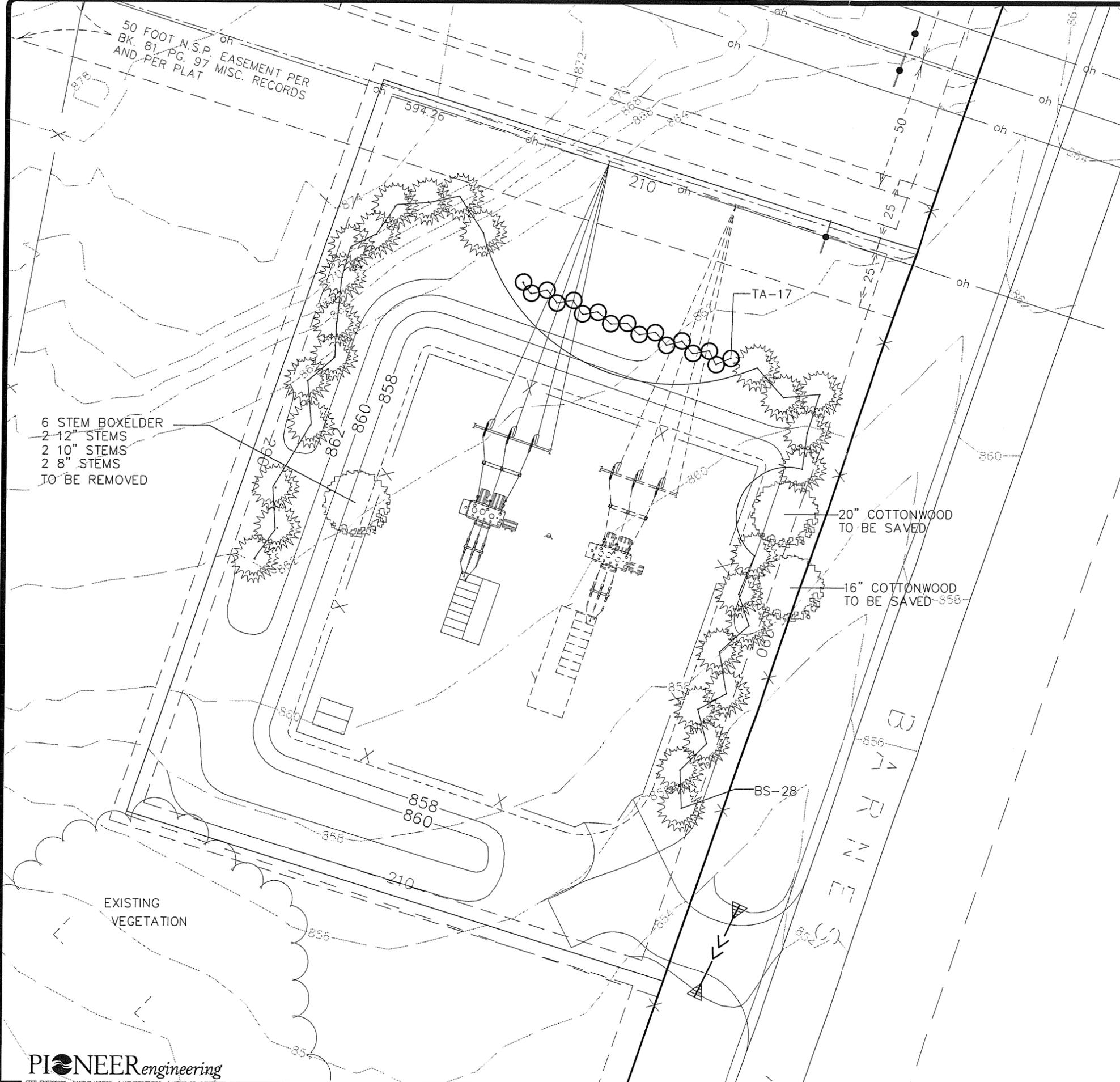
- TOPSOIL**
ALL DISTURBED AREAS SHALL HAVE A MINIMUM OF SIX (6) INCHES OF TOPSOIL PLACED.
- SEEDING**
SEED MIX SHALL BE MnDOT 500. DORMANT SEEDING AFTER NOVEMBER 1.
- MULCHING**
MULCH SHALL BE MnDOT TYPE 1. STRAW SHOULD BE SPREAD UNIFORMLY AT A RATE OF 2 TONS PER ACRE AND ANCHORED WITH A STRAIGHT DISC. ALL SEEDING AND MULCHING SHALL TAKE PLACE WITHIN TWO (2) WEEKS OF THE COMPLETED GRADING OPERATION.



GRAVEL CONSTRUCTION ENTRANCE



LOCATION MAP



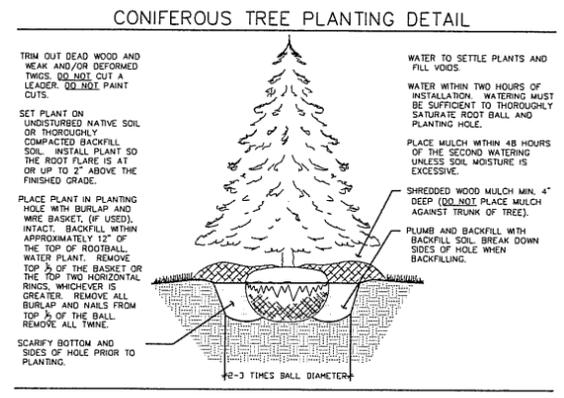
KEY	COMMON NAME/SCIENTIFIC NAME	ROOT	QUANTITY	SPECIAL INSTRUCTIONS
	EVERGREEN TREES			
BS	BLACK HILLS SPRUCE/PICEA GLAUCA DENSATA	6' B&B	28	
	EVERGREEN SHRUBS			
TA	TECHNY ARBORVITAE/THUJA OCCIDENTALIS 'TECHNY'	4' B&B	17	

NOTES:
 TECHNY ARBORVITAE MASS TO BE MULCHED WITH SHREDDED HARDWOOD TO A DEPTH OF 3". NO LANDSCAPE EDGER TO BE USED AROUND THIS SHRUB AREA.

DISTURBED AREAS TO BE SEEDED WITH MNDOT MIX 50B OR EQUIVALENT
 SEE GRADING PLAN FOR MORE SEEDING AND EROSION CONTROL DETAILS AND NOTES

NO IRRIGATION

LANDSCAPE AND SEEDING CONTRACTORS TO MAKE PROVISIONS FOR WATERING FOR FIRST SEASON IN THE EVENT OF INADEQUATE RAINFALL



LANDSCAPE NOTES

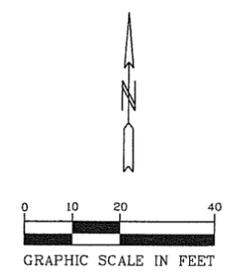
- THE LANDSCAPE CONTRACTOR SHALL VISIT THE PROJECT SITE TO BECOME FAMILIAR WITH THE EXISTING CONDITIONS PRIOR TO SUBMITTING A BID.
- THE LANDSCAPE CONTRACTOR SHALL NOTIFY THE LANDSCAPE ARCHITECT OF PROPOSED PHYSICAL START DATE AT LEAST 7 DAYS IN ADVANCE.
- THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR THE FIELD VERIFICATION OF ALL EXISTING UTILITY LOCATIONS ON THE PROJECT SITE WITH GOPHER STATE ONE CALL 1-800-252-1166 PRIOR TO COMMENCING WORK. THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION AND REPAIR OF EXISTING UTILITIES DAMAGED DURING CONSTRUCTION AT NO COST TO THE OWNER. NOTIFY THE LANDSCAPE ARCHITECT OF ANY CONFLICTS TO FACILITATE PLANT RELOCATION.
- GRADING TO BE PERFORMED BY OTHERS.
- NO PLANT MATERIAL SHALL BE INSTALLED UNTIL GRADING AND CONSTRUCTION HAS BEEN COMPLETED IN THE IMMEDIATE AREA.
- ALL PLANT MATERIAL SHALL MEET THE STANDARDS FOUND IN THE AMERICAN ASSOCIATION OF NURSERMEN-AMERICAN STANDARD FOR NURSERY STOCK.
- ALL CONTAINER MATERIAL TO BE GROWN IN THE CONTAINER A MINIMUM OF SIX (6) MONTHS PRIOR TO PLANTING ON SITE.
- DECIDUOUS AND CONIFEROUS TREES SHALL NOT BE STAKED, BUT THE LANDSCAPE CONTRACTOR MUST GUARANTEE STABILITY TO A WIND SPEED OF 60 M.P.H.
- THE LANDSCAPE CONTRACTOR SHALL PROVIDE A MINIMUM GUARANTEE OF ONE YEAR ONE TIME REPLACEMENT ON NEW PLANT MATERIALS. GUARANTEE SHALL BE AGREED UPON BY DEVELOPER/BUILDER AND LANDSCAPE CONTRACTOR.
- THE LANDSCAPE ARCHITECT RESERVES THE RIGHT TO REJECT ANY PLANTS WHICH ARE DEEMED UNSATISFACTORY BEFORE, DURING OR AFTER INSTALLATION.
- IF THERE IS A DISCREPANCY BETWEEN THE NUMBER OF PLANTS SHOWN ON THE PLAN AND THE NUMBER SHOWN ON THE PLANT LIST, THE NUMBER SHOWN ON THE PLAN WILL TAKE PRECEDENCE.
- THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL MULCHES AND PLANTING SOIL QUANTITIES TO COMPLETE WORK SHOWN ON THE PLAN. THE LANDSCAPE CONTRACTOR SHALL VERIFY ALL QUANTITIES SHOWN ON THE PLANT SCHEDULE.
- COMMERCIAL GRADE POLY LAWN EDGING SHALL BE INSTALLED WHERE NOTED.
- THE LANDSCAPE CONTRACTOR SHALL REPAIR ALL DAMAGE TO THE SITE CAUSED BY THE PLANTING OPERATION AT NO COST TO THE OWNER.
- THE LANDSCAPE CONTRACTOR SHALL KEEP PAVEMENTS CLEAN UNSTAINED. ALL PEDESTRIAN AND VEHICLE ACCESS TO BE MAINTAINED THROUGHOUT CONSTRUCTION PERIOD. ALL WASTES SHALL BE PROMPTLY REMOVED FROM THE SITE. ANY DAMAGE TO EXISTING FACILITIES SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR COMPLYING WITH ALL APPLICABLE CODES, REGULATIONS AND PERMITS GOVERNING THE WORK.
- STORAGE OF MATERIALS OR SUPPLIES ON-SITE WILL NOT BE ALLOWED.

6 STEM BOXELDER
 2 12" STEMS
 2 10" STEMS
 2 8" STEMS
 TO BE REMOVED

20" COTTONWOOD
 TO BE SAVED

16" COTTONWOOD
 TO BE SAVED

EXISTING
 VEGETATION





10x12 Shed

F



Switchgear enclosure



Switchgear enclosure

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

CHS, Inc. - Case No. 08-55AZC

Meeting Date: December 8, 2008
 Item Type: Regular
 Contact: Heather Botten 651.450.2569
 Prepared by:  Heather Botten, Associate Planner
 Reviewed by:  Planning
 Fire

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

PURPOSE/ACTION REQUESTED

Consider a **Conditional Use Permit and Conditional Use Permit Amendment** to allow the expansion of a legal non-conforming use of the existing above-ground petroleum-based liquid storage tanks. The property is located at 11600 Courthouse Boulevard.

- Requires a 4/5ths vote.
- 60-day deadline: January 2, 2009 (1st 60-days)

SUMMARY

The request is for a conditional use permit and conditional use permit amendment to expand the tank farm at the IGH Distribution Center by adding 12 - 30,000 gallon tanks, located on the east side of the building. The specific parcel was rezoned from I-2 to I-1 in 2002. Because of the rezoning, the existing tank farm is a legal, non-conforming use. The zoning code allows up to a 30% expansion of legal non-conformities with a conditional use permit. Therefore the proposed 19% expansion would be in compliance with the zoning code. Additionally the applicant is proposing to amend the approved site plan of the existing conditional use permit for the expansion. The zoning code review criterion has been met for the requested expansion. The Fire Marshal has also reviewed the request and does not have any concerns with the expansion.

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

Planning Commission: Recommended approval of the request at their December 2, 2008 meeting (8-0).

Exhibits: Conditional Use Permit Resolution
 Planning Commission Recommendation
 Planning Report

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

RESOLUTION NO. _____

**RESOLUTION APPROVING A CONDITIONAL USE PERMIT AND CONDITIONAL USE
PERMIT AMENDMENT TO ALLOW THE EXPANSION OF A LEGAL NON-CONFORMING
USE OF THE EXSTING ABOVE-GROUND STORAGE TANKS FOR THE PROPERTY
LOCATED AT 11600 COURTHOUSE BOULEVARD.**

Planning Case No. 08-55AZC
CHS. INC.

WHEREAS, an application for Conditional Use Permit and Conditional Use Permit Amendment has been submitted for property legally described as the following;

Lot 2, Block 1, IGH Addition, Dakota County, Minnesota

WHEREAS, the aforescribed property is zoned I-1, Light Industrial;

WHEREAS, in 1993 the City Council approved a conditional use permit for crude oil, gasoline or other petroleum or natural gas storage tanks in the I-2, General Industry zoning district to be located on said property;

WHEREAS, the property became legal non-conforming in 2002 when the City rezoned the property from I-2 to I-1;

WHEREAS, the zoning code allows up to a 30% expansion of a legal non-conforming use with a conditional use permit;

WHEREAS, the proposed 19% expansion would be in compliance with the zoning code;

WHEREAS, a public hearing concerning the request was held before the Inver Grove Heights Planning Commission in accordance with Minnesota Statute, Section 462.357, Subdivision 3 on December 2, 2008;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS, that a Conditional Use Permit and Conditional Use Permit Amendment to amend the site plan is hereby approved with the following conditions:

1. The tank farm shall be developed in substantial conformance with the site plan dated November 3, 2008, on file with the Planning Department except as may be modified by the conditions herein.

2. The construction of the 12 – 30,000 gallon tank expansion shall be subject to the approval of the City Fire Marshal prior to the issuance of a building permit.

3. 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.

4. Resolution No. 5864 shall become null and void and shall be replaced by the terms of this conditional use permit.

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 8th day of December, 2008.

AYES:

NAYS:

ATTEST:

George Tourville, Mayor

Melissa Rheaume, Deputy Clerk

**RECOMMENDATION TO
CITY OF INVER GROVE HEIGHTS**

TO: Mayor and City Council of Inver Grove Heights
FROM: Planning Commission
DATE: December 2, 2008
SUBJECT: **CHS INC. – CASE NO. 08-55ZAC**

Reading of Notice

Commissioner Simon read the public hearing notice to consider the request for a conditional use permit and conditional use permit amendment to allow the expansion of a non-conforming structure to allow for the expansion of the existing above-ground petroleum-based liquid storage tanks for the property located at 11600 Courthouse Boulevard. 6 notices were mailed.

Presentation of Request

Allan Hunting, Associate Planner, explained the request as detailed in the report. He advised that the request is for a conditional use permit to expand the tank farm at the IGH Distribution Center by adding 12 - 30,000 gallon tanks. He advised that the specific parcel was rezoned from I-2 to I-1 in 2002. Because of the rezoning, the existing tank farm is a legal, non-conforming use. The zoning code allows up to a 30% expansion of legal non-conformities with a conditional use permit. Therefore the proposed 19% expansion would be in compliance with the zoning code. The Fire Marshal has reviewed the request and does not have any concerns with the expansion. Staff recommends approval of the request with the conditions listed in the report.

Commissioner Simon asked if there was a limited number of expansions that could occur on a conditional use permit.

Mr. Hunting replied there was not a specific number of expansions that could be requested on a non-conforming conditional use permit, but that if they ever wanted to expand beyond the allowed 30% they would need to request a variance.

Opening of Public Hearing

Jim Krech, of Krech O'Brien, Mueller and Associates, and Ralph Sanders, of CHS, advised they were available to answer any questions.

Mr. Krech advised that the actual address of the existing tank farm was 11600 Courthouse Boulevard rather than 3747 117th Street as stated in the agenda.

Commissioner Simon advised that the report correctly listed the address as 11600 Courthouse.

Mr. Krech stated that the report refers to a fuel tank farm whereas the tanks actually store motor oil.

Chair Bartholomew asked the applicants if they were agreeable with the conditions listed in the report, to which Mr. Krech and Mr. Sanders replied in the affirmative.

Commissioner Gooch asked if the liquid came in by rail, to which Mr. Sanders replied approximately 90% came by rail with the balance being brought in by truck.

Commissioner Gooch asked how the liquid left the property, to which Mr. Sanders replied it was either packaged into bottles or drums or left by tanker truck.

Commissioner Wippermann asked if all the tanks stored motor oil, to which Mr. Sanders replied they were all used for the storage of base oils for motor oil.

Chair Bartholomew asked if the Fire Marshal was aware of the actual materials being stored, to which Mr. Hunting replied in the affirmative.

Chair Bartholomew asked if staff would change the report, if necessary, to incorporate the corrections noted earlier by Mr. Krech, to which Mr. Hunting replied in the affirmative.

Planning Commission Recommendation

Motion by Commissioner Schaeffer, second by Commissioner Simon, to approve the request for a conditional use permit and conditional use permit amendment to allow the expansion of a non-conforming structure to allow for the expansion of the existing above-ground petroleum based liquid storage tanks for the property located at 11600 Courthouse Boulevard.

Motion carried (8/0). This item goes to City Council on December 8, 2008.

The tanks would be located on concrete. The tank farm is surrounded by a concrete retaining/dike wall designed to contain spills within the storage area. The concrete wall will continue around the new area.

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

North – Swift Transport; zoned I-1, Limited Industry; guided LI, Light Industrial

East - Land O'Lakes; zoned I-1; guided LI

West – Travel Plaza; zoned I-1; guided LI

South – State right-of-way/Flint Hills Resources; zoned I-1; guided LI

Conditional Use Permit criteria

The specific request for a CUP is reviewed below against the standards found in the Zoning Ordinance, Section 515.40 Subd. 4.

1. *The use is consistent with the goals, policies and plans of the City Comprehensive Plan, including future land uses, utilities, streets and parks.*

The site is currently designated LI, Light Industrial. The expansion proposed for the site would be consistent with the Industrial Direction of the Comprehensive Plan for this area.

2. *The use is consistent with the City Code, especially the Zoning Ordinance and intent of the specific Zoning Ordinance in which the use is located.*

The specific parcel was rezoned from I-2, Limited Industry to I-1, Light Industry in 2002. Because of the rezoning the existing tank farm is a legal, non-conforming use. The zoning code allows up to a 30% expansion of legal non-conformities with a conditional use permit. Therefore, the proposed 19% expansion would be in compliance with the zoning code.

3. *The use would not be materially injurious to existing or planned properties or improvements in the vicinity.*

The proposed use would not have a detrimental effect on the surrounding properties and would be consistent with the type of uses in Industrial zoning. The expansion is located north of the existing tank farm. The property is surrounded by other industrial uses.

4. *The use does not have an undue adverse impact on existing or planned City facilities and services, including streets, utilities, parks, police and fire, and the reasonable ability of the City to provide such services in an orderly timely manner.*

The use would not have an adverse impact on City facilities or services. The City Fire Marshal has reviewed and approved the submitted plans. The Fire Marshal will review the request for compliance prior to any building permits being issued for the site.

5. *The use is generally compatible with existing and future uses of surrounding properties, including:*

a) *Aesthetics:* The expansion is proposed to the north of the existing tanks and would have a concrete berm around it, similar to what is existing.

- b) *Noise:* N/A
- c) *Traffic:* The proposed use would not have a negative impact on traffic generation.
- d) *Drainage:* The proposed request would not affect drainage for the property. The City Engineering Department would have to review and approve the building permit.
- e) *Fencing, landscaping, buffering:* Additional landscaping would not be required. There is an existing fence with barbed wire around the property.
- f) *Other operational characteristics:* The proposed use does not have any operational characteristics that would negatively impact other properties.

6. *The property is appropriate for the use considering:*

- a) *Size and shape:* The size and shape of the parcel is appropriate for the proposed use.
- b) *Topography:* The site is relatively flat with existing improvements.
- c) *Vegetation:* The site is already developed; vegetation would not be an issue.
- d) *Other natural and physical features:* There are no physical features that would be an issue.
- e) *Access:* No changes are being proposed to the existing access points.
- f) *Traffic volume and flows:* Traffic volumes would not be an issue with the proposed use.
- g) *Utilities:* N/A
- h) *Parking, setback, lot coverage and other zoning requirements:* The site is developed so most performance standards would not apply. Setbacks have been met. The I-1 district does not have impervious surface requirements.
- i) *Emergency access, fire lanes, hydrants, and other fire and building code requirements:* All building and fire codes will be met for the proposed request.

7. *The use does not have an undue adverse impact on the public health, safety or welfare.*

The proposed use would not have any undue adverse impacts on public health, safety or welfare.

8. *The use does not have an undue adverse impact on the environment, including but not limited to, surface water, groundwater and air quality.*

The proposed use itself would not have any direct impacts on the environment. The tank farm would be self contained if there happened to be a spill. The setbacks from the bluff have been met and exceeded.

ALTERNATIVES

A. **Approval:** If the Planning Commission finds the application acceptable, the following request should be recommended for approval:

- Approval of the **Conditional Use Permit and a Conditional Use Permit Amendment** for an expansion of a legal non-conforming use subject to the following conditions:

1. The tank farm shall be developed in substantial conformance with the site plan dated November 3, 2008, on file with the Planning Department except as may be modified by the conditions herein.
2. The construction of the 360,000 gallon tank expansion shall be subject to the approval of the City Fire Marshal prior to the issuance of a building permit.
3. 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.
4. Resolution No. 5864 shall become null and void and shall be replaced by the terms of this conditional use permit.

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

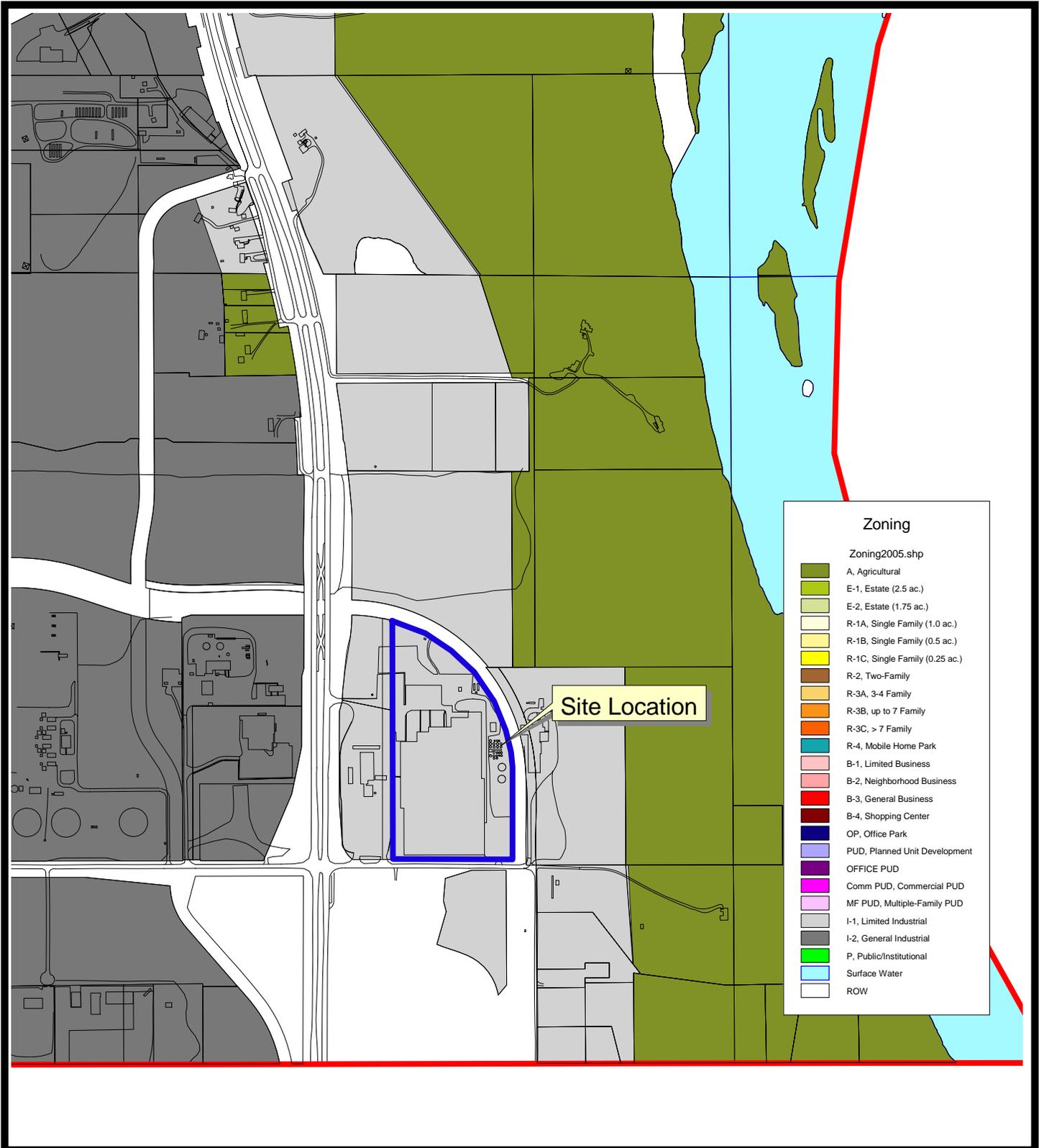
RECOMMENDATION

Based on the preceding report, Staff recommends **approval** of the request with the conditions listed in Alternative A.

Attachments: Exhibit A – Zoning and Location map
 Exhibit B – Applicant narrative
 Exhibit C – Site plan

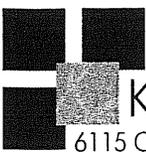


CHS, Inc
CUP



Map is not to scale

Exhibit A
Zoning and Location Map



11/18/2008

Community Development
Inver Grove Heights City Hall
8150 Barbara Avenue
Inver Grove Heights MN 55077

RE: Conditional Use Permit Request

To Whom It May Concern:

We at Krech, O'Brien, Mueller & Associates, Inc. (KOMA), on behalf of our client, CHS Incorporated (CHS), request the evaluation of the following request for conditional use permit.

CHS seeks to expand their existing fuel tank farm, which has been in existence and operation, although not in its current capacity or configuration, since 1965 with the latest expansions occurring in 1993 and 1999. Since that last expansion, however, changes to the zoning classification of the property and the provisions of the zoning code have made the storage of fuel in tanks in an Industrial-1 zone a prohibited use, thus classifying the existing tank farm as a legal, non-compliant use.

Instead of attempting to rezone the property and create an island of I-2 within an existing I-1 region, we seek to use an exception in the current city code that allows for the expansion of a legal, non-compliant uses when the increase, in this case of tank storage capacity, is 30% or less of existing capacity. The current tank farm holds 1,877,000 gallons and the expansion would add 360,000 gallons, a less than 30% increase. Consequentially the scope of this project falls within the established parameters for the expansion of a legal, non-compliant use. Hopefully meeting this requirement allows for the approval of the requested conditional use permit for the CHS tank farm expansion.

If any further information is required to help evaluate this request to grant a conditional use permit please do not hesitate to contact KOMA. Thank you for your time.

Sincerely:

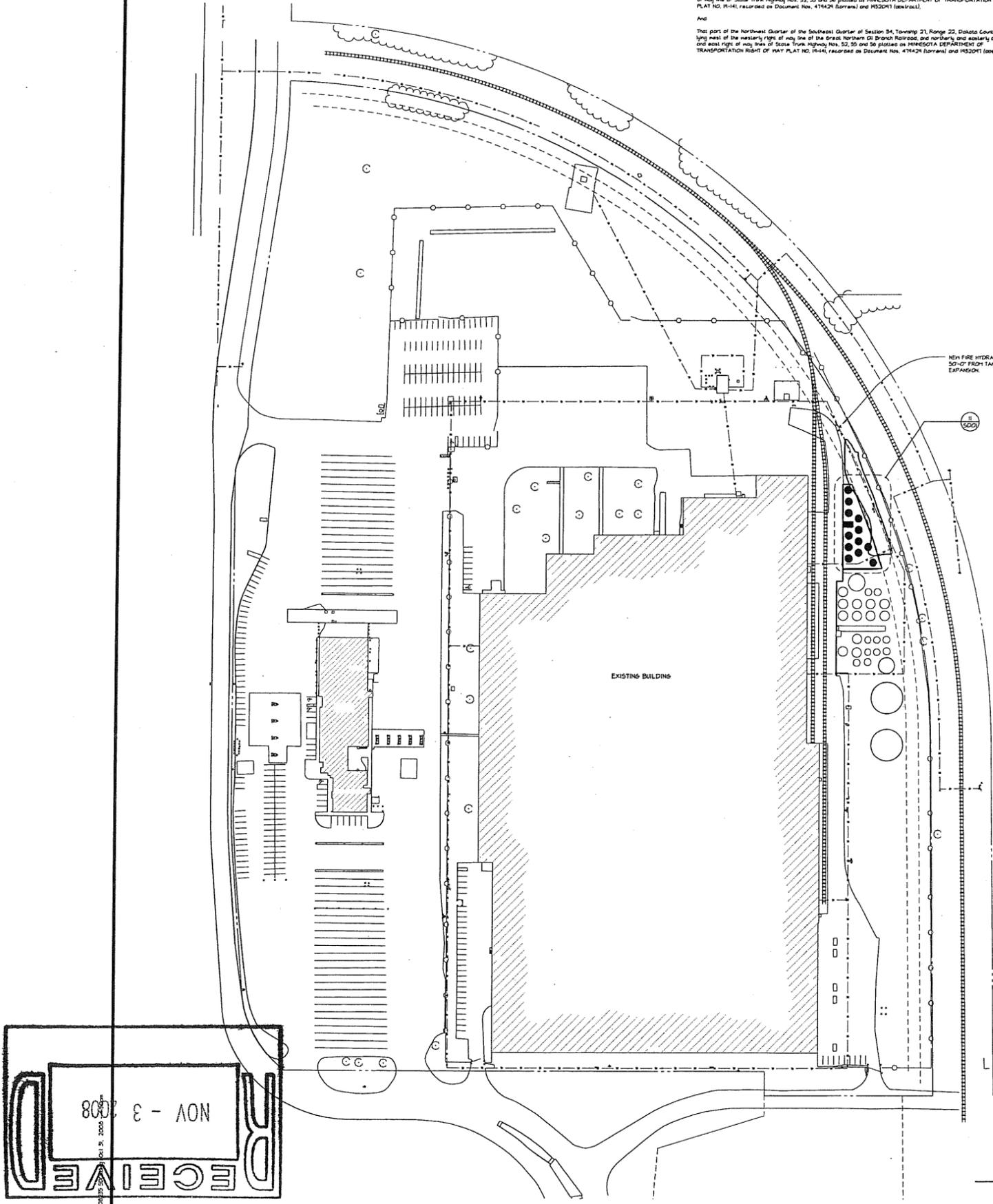
Jon LeNoble, Project Manager
Krech, O'Brien, Mueller & Associates, Inc.

DESCRIPTION OF PROPERTY
 (Per First American Title Insurance Company Commitment for Title Insurance Commitment No. NC5-26846-HPLE, effective date November 20, 2006)

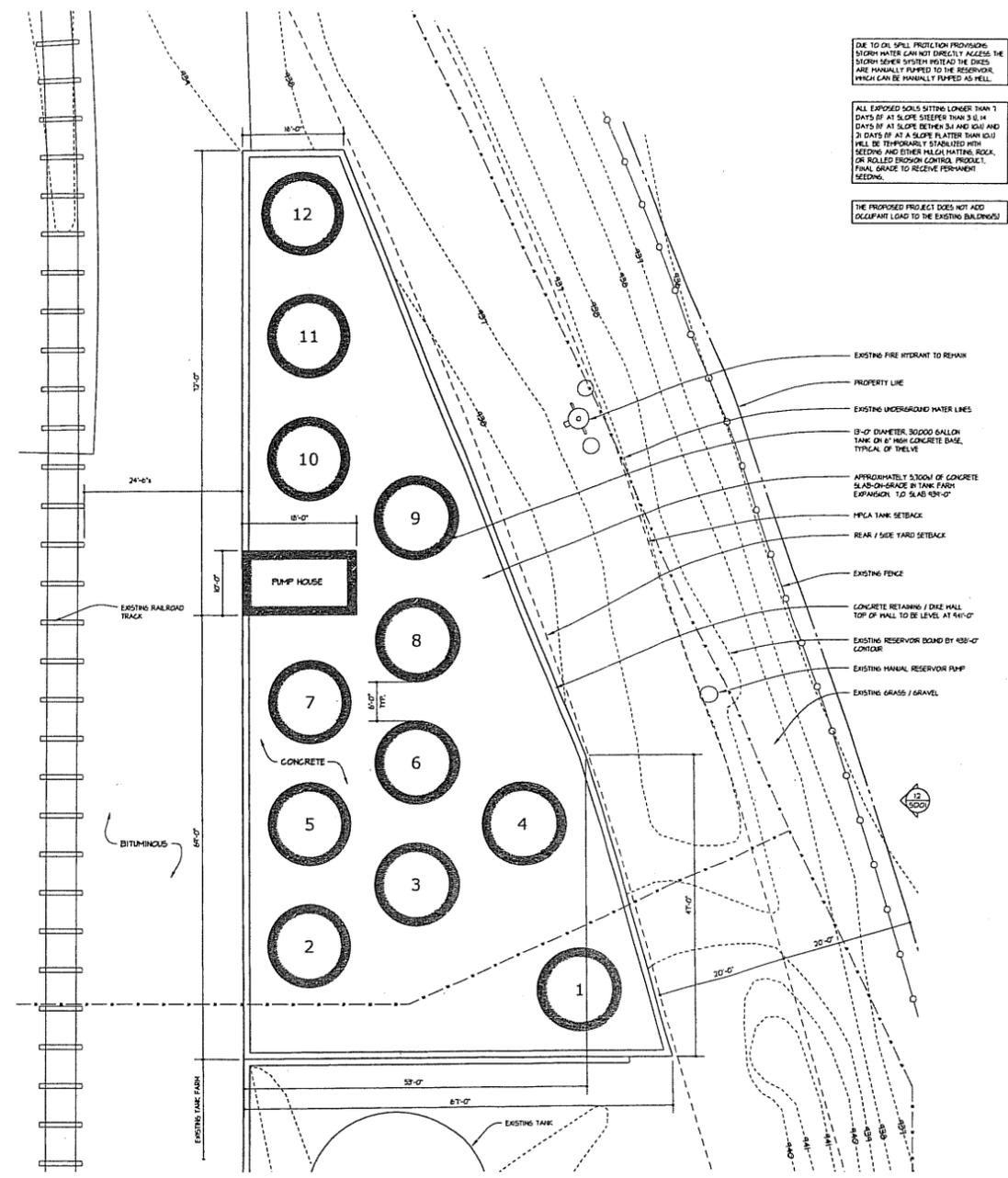
This part of the Southwest Quarter of the Northeast Quarter of Section 34, Township 21, Range 22, Dakota County, Minnesota, lying south and east of the southwesterly right of way line of the Grand Northern Oil Branch Railroad and east of the west right of way line of State Trunk Highway Nos. 52, 55 and 56 platted as MINNESOTA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY PLAT NO. 19141, (recorded as Document No. 47442R (forwards) and 48220T (backwards)).

And

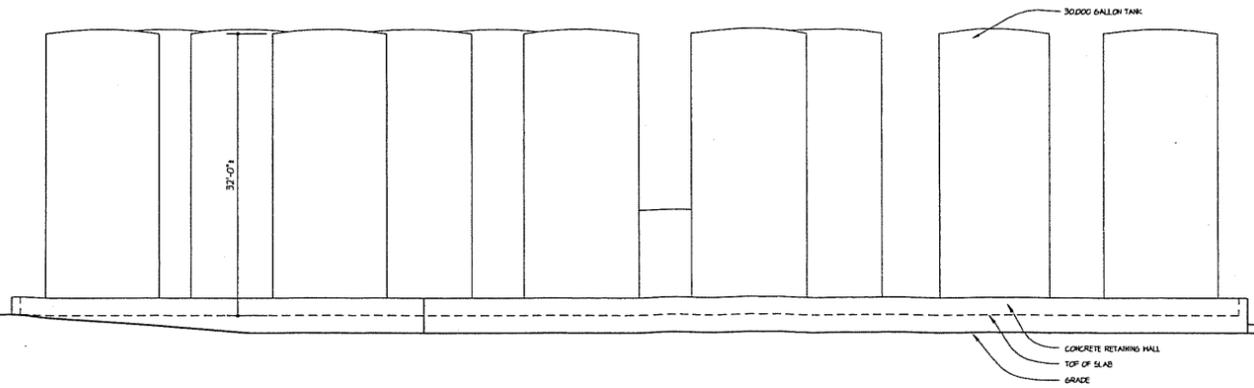
This part of the Northwest Quarter of the Southwest Quarter of Section 34, Township 21, Range 22, Dakota County, Minnesota, lying west of the westerly right of way line of the Grand Northern Oil Branch Railroad and northwesterly and westerly of the north and east right of way lines of State Trunk Highway Nos. 52, 55 and 56 platted as MINNESOTA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY PLAT NO. 19141, (recorded as Document No. 47442R (forwards) and 48220T (backwards)).



24 OVERALL SITE PLAN
 1" = 20'-0"



11 ENLARGED SITE PLAN
 1" = 10'-0"



12 TALK ELEVATIONS
 1/8" = 1'-0"

DO NOT DRILL PROTECTION PROVISIONS:
 STEPHEN WATER CAN NOT DIRECTLY ACCESS THE
 STEPHEN SEWER SYSTEM WITHOUT THE DICES,
 AND MANUALLY PUMPED TO THE RESERVOIR.
 WHICH CAN BE MANUALLY PUMPED AS WELL.

ALL EXPOSED SOILS SITTING LONGER THAN 7
 DAYS AT A SLOPE STEEPER THAN 3:1, 14
 DAYS IF AT A SLOPE BETWEEN 3:1 AND 5:1, AND
 21 DAYS IF AT A SLOPE FLATTER THAN 5:1
 WILL BE TEMPORARILY STABILIZED WITH
 SEEDING AND EITHER HULL HATING ROCK,
 OR ROLLED BROOM CONTROL PRODUCT.
 FINAL GRADE TO RECEIVE PERMANENT
 SEEDING.

THE PROPOSED PROJECT DOES NOT ADD
 OCCUPANT LOAD TO THE EXISTING BUILDINGS!

EXISTING FIRE HYDRANT TO REPAIR
 PROPERTY LINE
 EXISTING UNDERGROUND WATER LINES
 18" DIAMETER, 30000 GALLON
 TANK ON 4" HIGH CONCRETE BASE,
 TYPICAL OF THESE
 APPROXIMATELY 53000 LBS OF CONCRETE
 SLAB-ON-GRADE IN TANK FARM
 EXPANSION TO SLAB 438'-0"
 REAR / SIDE YARD SETBACK
 REAR / SIDE YARD SETBACK
 EXISTING FENCE
 CONCRETE RETAINING / DIKE WALL
 TOP OF WALL TO BE LEVEL AT 44'-0"
 EXISTING RESERVOIR BOUND BY 435'-0"
 CONTOUR
 EXISTING MANUAL RESERVOIR PUMP
 EXISTING GRASS / GRAVEL

**KRECH, O'BRIEN,
 MUELLER & ASSOCIATES, INC.**
 Architecture Structure Engineering Interior Design

6115 Cahill Avenue
 Inver Grove Heights
 Minnesota 55076

651.451.4605
 fax 651.451.0917
 komainc@komainc.com

THE DESIGNS AND PLANS INDICATED ON THIS
 DRAWING ARE THE PROPERTY OF KRECH, O'BRIEN,
 MUELLER & ASSOCIATES, INC. ALL RIGHTS ARE
 RESERVED. NO DESIGN OR PLANS SHALL BE
 USED OR REPRODUCED, IN ANY FORM OR BY ANY
 MEANS, WITHOUT THE WRITTEN PERMISSION OF
 KRECH, O'BRIEN, MUELLER & ASSOCIATES, INC.

**SITE PLANS
 OVERALL AND ENLARGED**
 TANK FIELD EXPANSION
 CHS LUBRICANTS OPERATIONS BULK PLANT
 11600 COURTHOUSE BLVD.
 INVER GROVE HEIGHTS, MN 55011

PROJECT: 08235
 DRAWN BY: JML
 CHECKED BY: JLK
 DATE: 08-NOV-08
 REVISIONS:

SDOI

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

CITY OF INVER GROVE HEIGHTS

Meeting Date: December 8, 2008
 Item Type: Regular Agenda
 Contact: Allan Hunting 651.450.2554
 Prepared by: Allan Hunting, City Planner
 Reviewed by:

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED

Consider a Resolution relating to a Waiver of Plat to create a 7.5 acre parcel for stormwater purposes for property located at 10620 Courthouse Boulevard.

- Requires 3/5th's vote.
- 60-day deadline – N/A

SUMMARY

The City is initiating a request for a Waiver of Plat to purchase a 7.5 acre parcel from the Rechtzigels for stormwater ponding purposes. The Ravine Ponds Improvement Project (IGH Project No. 2008-10) approved by Council earlier this year is currently under construction.

ANALYSIS

The Rechtzigels and the City entered into an agreement whereby the Rechtzigels would convey the drainage area (Parcel 1) to the City by Quit Claim Deed. The deed would be recorded once the waiver of plat has been approved.

All of the necessary easement documents and quit claim deed have been prepared by the City Attorney.

Planning Staff Recommends approval of the Waiver of Plat.

Planning Commission Also recommends approval of the Waiver of Plat (8-0).

Parks and Recreation Not applicable.

Attachments: Waiver of Plat Resolution
 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 10620 COURTHOUSE BOULEVARD**

CASE NO. 08-58W

WHEREAS, a Waiver of Plat application has been submitted by the City for property legally described as follows:

The North Half of the Southeast Quarter of Section 27, Township 27, Range 22, Dakota County, Minnesota

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 December 2, 2008;

WHEREAS, the aforescribed property is zoned A, Agricultural;

WHEREAS, the Waiver of Plat application is to create an approximately 7.5 acre parcel for stormwater purposes that would be owned by the City;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS, that a Waiver of Plat is hereby approved.

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 on this 8th day of December, 2008.

Ayes:

Nays:

ATTEST:

George Tourville, Mayor

Melissa Rheaume, Deputy Clerk

**RECOMMENDATION TO
CITY OF INVER GROVE HEIGHTS**

TO: Mayor and City Council of Inver Grove Heights
FROM: Planning Commission
DATE: December 2, 2008
SUBJECT: **CITY OF INVER GROVE HEIGHTS – CASE NO. 08-58W**

Reading of Notice

Commissioner Simon read the public hearing notice to consider the request for a waiver of plat to create a parcel, approximately 7.5 acres in size, for stormwater management purposes for the property located at 10620 Courthouse Boulevard. 5 notices were mailed.

Presentation of Request

Allan Hunting, Associate Planner, explained the request as detailed in the report. He explained that the City is initiating a request for a waiver of plat to create a new parcel that would be owned by the City for stormwater ponding purposes. He advised that the current property owner and the City entered into an agreement whereby the property owners would convey the drainage area to the City by Quit Claim Deed. Access to the City parcel would be by way of an access easement. Staff recommends approval of the request as proposed.

Chair Bartholomew asked if the proposed access onto Highway 52/55 had been approved by the State, to which Mr. Hunting replied in the affirmative.

Commissioner Simon asked if staff knew the proposed configuration of the access for the structure to the northwest, to which Mr. Hunting replied he did not.

Opening of Public Hearing

There was no public testimony.

Planning Commission Recommendation

Motion by Commissioner Simon, second by Commissioner Schaeffer, to approve the request for a waiver of plat to create a parcel, approximately 7.5 acres in size, for stormwater management purposes for the property located at 10620 Courthouse Boulevard with the condition listed in the report.

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

EVALUATION OF THE REQUEST

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

North: Large lot residential; zoned A, Agricultural; guided RDR

East: Mississippi River

West: Industrial uses; zoned I-1; guided LI

South: Vacant, large lot residential; zoned A; guided Special Use

Waiver of Plat. The waiver of plat consists of dividing a 79 acre parcel into two parcels. Parcel 1 would be 7.36 acres and to be owned by the City. Parcel 2 would be 71.69 acres and be owned by the Rechtzigels.

Back in 1987, the City approved a Waiver of Plat for the property to the west. Access to the Rechtzigel property has historically been through the property to west. Approval of the waiver back in 1987 memorialized the access and frontage issues for the Rechtzigel property, thus eliminating the need for any type of variances as they relate to lots and requiring street frontage.

ALTERNATIVES

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

- A. Approval.** If the Planning Commission finds the application to be acceptable, the following action should be taken:
- Approval of the **Waiver of Plat** as described in the Quit Claim Deeds prepared by the City Attorney for the City and Rechtzigel parcels per their descriptions.
- 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

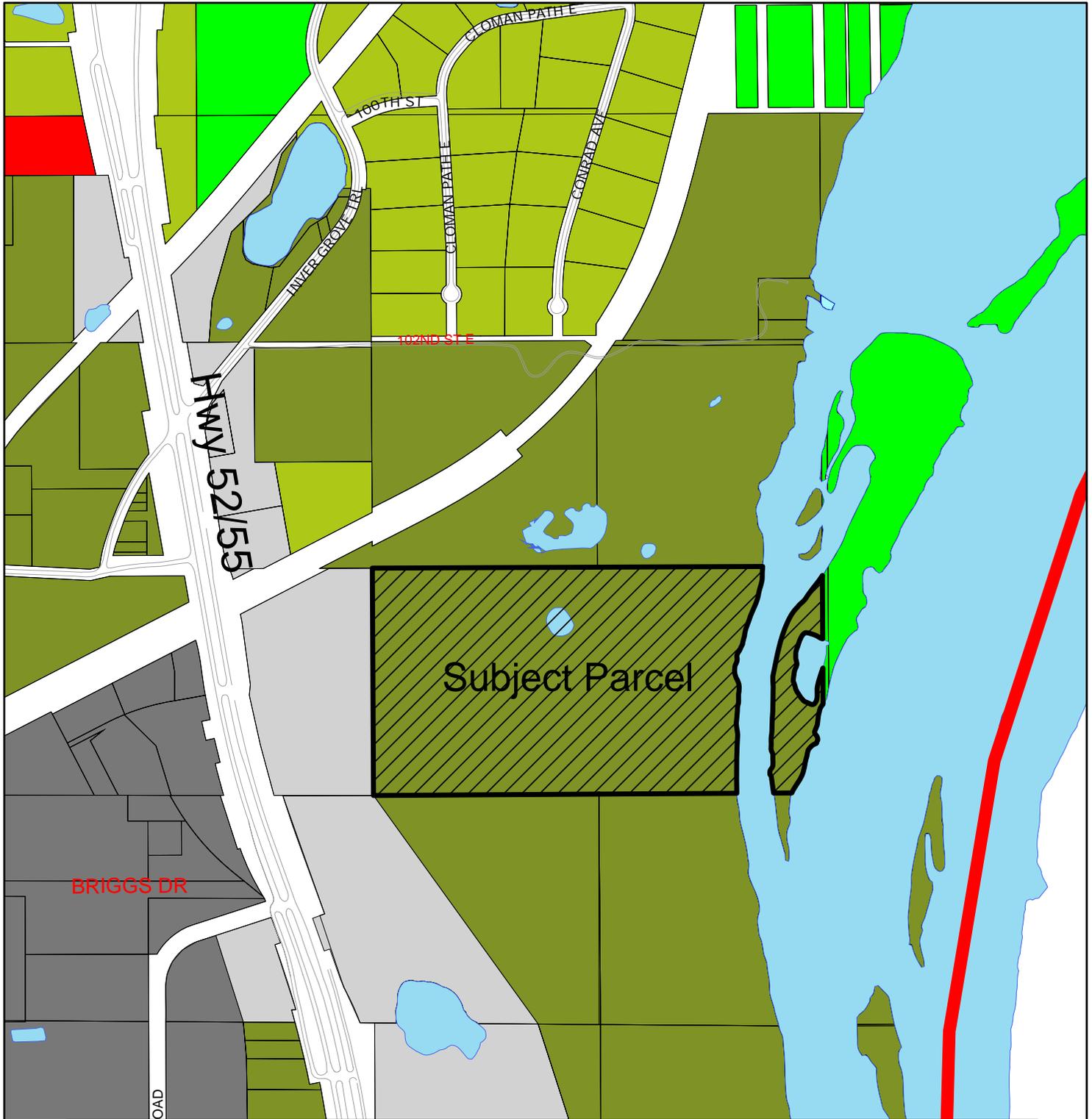
Staff recommends approval of the Waiver of Plat as presented.

Attachments: Location Map
Waiver of Plat Map
Drawing showing parcel location, easements and driveway easements



Location Map

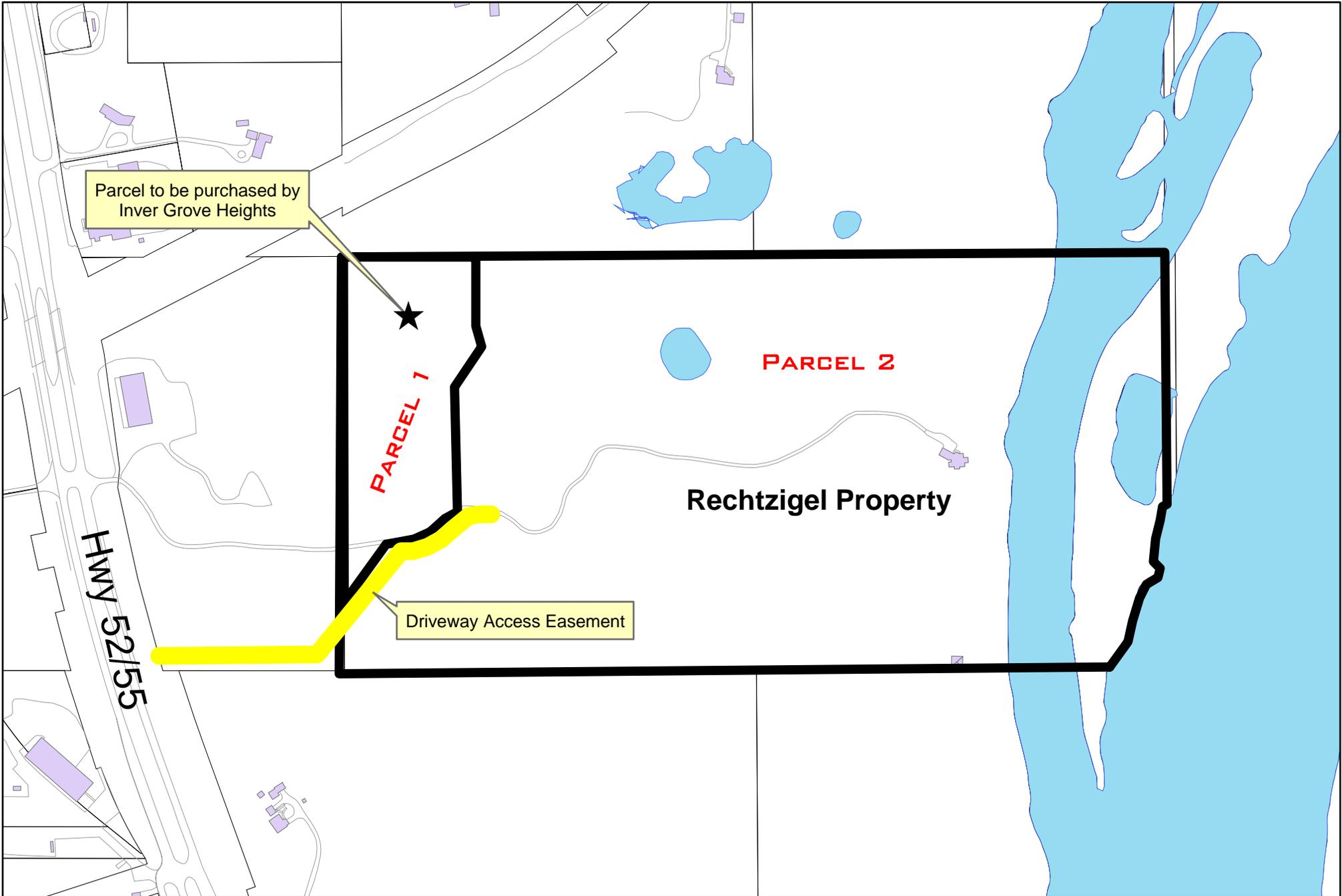
Case No. 08-58W



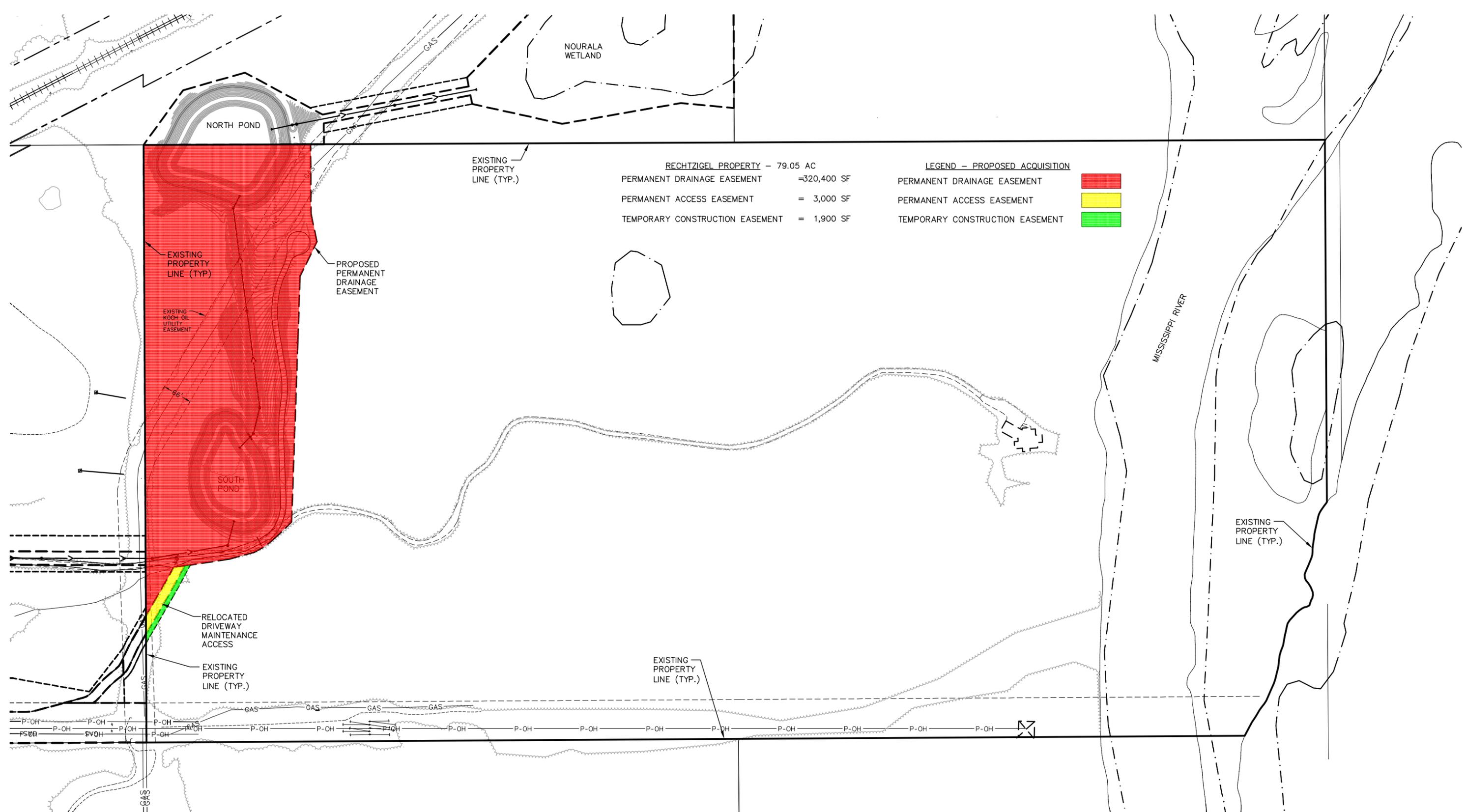
Legend				
A, Agricultural	R-1C, Single Family (0.25 ac.)	R-4, Mobile Home Park	OP, Office Park	I-1, Limited Industrial
E-1, Estate (2.5 ac.)	R-2, Two-Family	B-1, Limited Business	PUD, Planned Unit Development	I-2, General Industrial
E-2, Estate (1.75 ac.)	R-3A, 3-4 Family	B-2, Neighborhood Business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



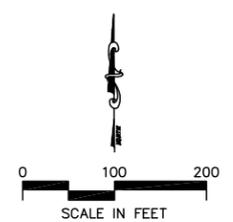
Rechtzigel Waiver of Plat Map



K:\TWC_Civil\City\IGH\STH-PROJ\RAVINE_PONDS\DWG\EXHIBITS\RAV-ES\NITS-RECHT-FULL.dwg November 19, 2008 - 11:15am



2550 UNIVERSITY AVE. WEST, SUITE 345N
ST. PAUL, MINNESOTA 55114
TEL. NO. (651) 645-4197
FAX. NO. (651) 645-5116



CITY OF INVER GROVE HEIGHTS
RAVINE PONDS
RECHTZIGEL PROPERTY
PROPOSED EASEMENTS
EXHIBIT 1

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

City Project No. 2009-11 – Resolution Banning Parking on Concord Boulevard from 83 Feet South of 65th Street East to the Corporate Boundary with South St. Paul

Meeting Date: December 8, 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 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 banning parking on Concord Boulevard from 83 feet south of 65th Street East to the corporate boundary with South St. Paul.

SUMMARY

The proposed reconstruction of Concord Boulevard from 83 feet south of 65th Street East to Dale Place in South St. Paul is expected to start in 2009. According to Mn/DOT regulations, no parking will be allowed on this roadway if State Aid funds are used for construction, due to the design width. Thus, the City needs to execute a resolution banning parking on the roadway. This issue was considered as part of the original alternative analysis for the project. The final design, requiring the no parking ban, was approved in March of 2003. In response to subsequent concerns, staff has worked with Dakota County and its consulting engineer to modify the design to provide six “bump out” parking stalls in the Inver Grove Heights’ portion of the project. I believe that the addition of these parking stalls, coupled with available side street, back street, alley and driveway parking provides adequate parking to offset on-street spaces lost as a result of the no parking requirement.

Public Works recommends that the attached resolution banning parking be approved by City Council.

SDT/kf
 Attachment: Resolution
 Map

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

RESOLUTION RELATING TO PARKING RESTRICTIONS S.A.P. 19-656-06/178-020-18 FROM 83 FEET
SOUTH OF 65TH STREET EAST, TO THE CORPORATE BOUNDARY WITH SOUTH ST. PAUL, IN THE CITY
OF INVER GROVE HEIGHTS, MINNESOTA

CITY PROJECT NO. 2009-11
CONCORD BOULEVARD IMPROVEMENTS – PHASE 3 (65TH ST. E. TO SOUTH ST. PAUL BORDER)

RESOLUTION NO. _____

WHEREAS, this resolution was passed this 8th day of December, 2008 by the City of Inver Grove Heights in Dakota County, Minnesota. The Municipal corporation shall hereinafter be called the “City”, WITNESSETH:

WHEREAS, Dakota County and the City of Inver Grove Heights have entered into an agreement to improve Concord Boulevard, State Aid Route No. 56, (from 83 feet south of 65th Street East to the corporate boundary with South St. Paul); and

WHEREAS, the County and the City will be expending State Aid funds on the improvements of this street; and

WHEREAS, these improvements do not provide adequate width for parking on both sides of the street and approval of the proposed construction as a County State Aid street project must therefore be conditioned with certain parking restrictions.

WHEREAS, City Code 1300 does authorize “Regulatory and Warning Sign Placement” by the City Council; and

WHEREAS, Minnesota Statutes, Chapter 169, has been adopted by reference as part of said City Code.

NOW, THEREFORE, BE IT RESOLVED that the City of Inver Grove Heights shall ban the parking of motor vehicles on Concord Boulevard from 83 feet south of 65th Street East to the corporate boundary with South St. Paul, except at designated “bump-out” parking areas, at all times.

All such signs, upon placements, shall be in full force and effect under the Laws of the State of Minnesota, Chapter 169, the Highway Traffic Regulation Act.

Signage shall be installed after street reconstruction is completed.

Adopted by the City Council of Inver Grove Heights, MN this 8th day of December 2008.

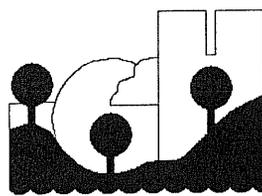
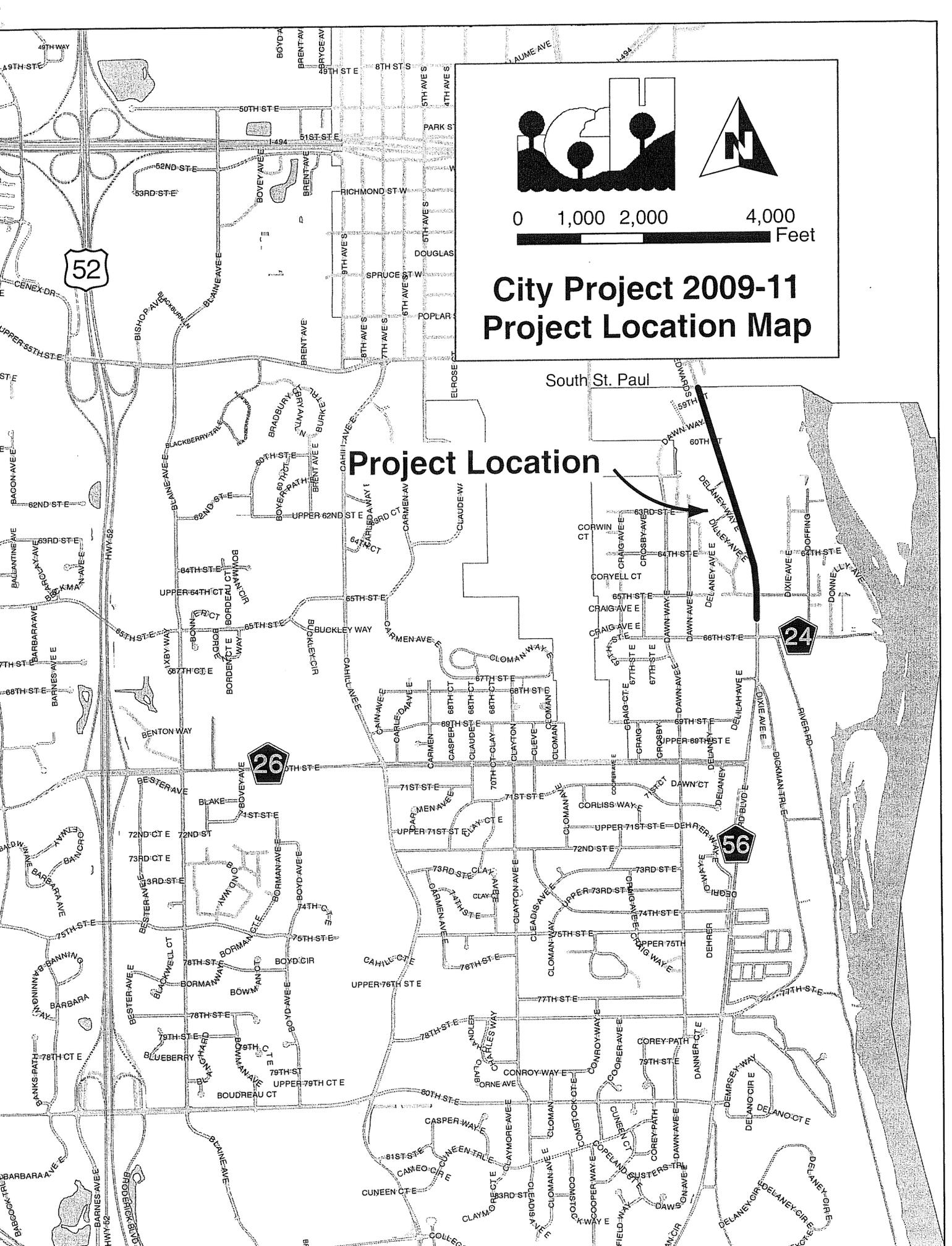
AYES:

NAYS:

George Tourville, Mayor

ATTEST:

Melissa Rheaume, Deputy Clerk



0 1,000 2,000 4,000 Feet

City Project 2009-11 Project Location Map

Project Location

South St. Paul



CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider a Resolution Authorizing the City of Inver Grove Heights to Enter into an Agreement with Dakota County for Engineering, Right-of-Way Acquisition, and Highway Construction for County Project No. 56-07, Reconstruction of County State Aid Highway 56 (Concord Boulevard) from 66th Street to the North City Limits of Inver Grove Heights (City Project No. 2009-11)

Meeting Date: December 8, 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:**
- None
 - Amount included in current budget
 - Budget amendment requested
 - FTE included in current complement
 - New FTE requested – N/A
 - Other: Special Assessments

PURPOSE/ACTION REQUESTED

Consider a resolution authorizing the City of Inver Grove Heights to enter into an agreement with Dakota County for engineering, right-of-way acquisition, and highway construction for County Project No. 56-07, reconstruction of Concord Boulevard, from 66th Street to the north City limits of Inver Grove Heights (City Project No. 2009-11).

This is the third, and final, phase of the Concord Boulevard turnback project. The first phase, located entirely in South St. Paul, is complete. The second phase, located between Corcoran Path and 66th Street East, will be completed in 2009. The third phase, from 66th Street East to Chestnut Street in South St. Paul, is scheduled to be constructed in 2009.

An agreement between Dakota County and Inver Grove Heights has been prepared by the County which identifies the responsibilities and cost splits between the two agencies. Most of the costs of the project are paid by Mn/DOT turnback funds. There are some costs, not covered by these funds, that will be split between the County and the City as per adopted policies. City staff and the City Attorney have reviewed the agreement and we recommend approval of the resolution which authorizes the City to execute the agreement.

SDT/kf
 Attachment: Resolution
 Agreement
 Map

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE CITY OF INVER GROVE HEIGHTS TO ENTER INTO AN AGREEMENT WITH DAKOTA COUNTY FOR ENGINEERING, RIGHT-OF-WAY ACQUISITION AND HIGHWAY CONSTRUCTION FOR CSAH 56 (CONCORD BOULEVARD) FROM 66TH STREET IN THE CITY OF INVER GROVE HEIGHTS, TO THE CORPORATE BOUNDARY WITH THE CITY OF SOUTH ST. PAUL

WHEREAS, Dakota County has received Mn/DOT turnback funds for the reconstruction of CSAH 56 (Concord Boulevard), and

WHEREAS, the third phase of the project is between 66th Street East in Inver Grove Heights and the corporate boundary with South St. Paul.

WHEREAS, an agreement has been prepared which addresses the cost split and the responsibilities for the two governmental agencies.

NOW, THEREFORE, BE IT RESOLVED, that the City of Inver Grove Heights enter into an agreement for engineering, right-of-way acquisition, and highway construction for CSAH 56 (Concord Boulevard) between 66th Street East and the corporate boundary with South St. Paul – City Project No. 2009-11, Dakota County Project No. 56-07.

BE IT FURTHER RESOLVED that the proper City officers be and hereby are authorized to execute such agreement, and thereby assume for and on behalf of the City all of the contractual obligations contained therein.

Approved by the City Council of Inver Grove Heights this 8th day of December 2008.

AYES:
NAYS:

George Tourville, Mayor

ATTEST:

Melissa Rheume, Deputy Clerk

JOINT POWERS AGREEMENT

DAKOTA COUNTY

DEPARTMENT OF TRANSPORTATION

**AGREEMENT FOR
ENGINEERING, RIGHT OF WAY ACQUISITION,
AND HIGHWAY CONSTRUCTION**

BETWEEN

THE COUNTY OF DAKOTA

AND

THE CITY OF INVER GROVE HEIGHTS

FOR

COUNTY PROJECT NO. 56-07

FOR THE

Reconstruction of County State Aid Highway 56 (Concord Boulevard) from 66th Street to the north city limits in Inver Grove Heights, Dakota County.

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

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

WHEREAS, it is considered mutually desirable to reconstruct CSAH 56 (Concord Boulevard) from 66th Street to the north city limits in Inver Grove Heights; and

WHEREAS, Minnesota Department of Transportation (MnDOT) County Turnback Account funding has been programmed which will cover most of the costs for the reconstruction of CSAH 56; and

WHEREAS, the County and the City have included this project in their Capital Improvement Programs and will jointly participate in the costs of said engineering, construction, and right of way acquisition after applying MnDOT County Turnback Account funds.

NOW, THEREFORE, it is agreed that the County and the City will share project responsibilities; and after deducting MnDOT County Turnback funding, jointly participate in the remaining project costs associated with engineering, highway construction, and related activities as described in the following sections:

1. Engineering. Engineering and contract administration costs for the roadway construction which are not fully paid for out of the MnDOT County Turnback Account shall be split based on the County's and City's share of the final construction costs.

2. Roadway Construction Items. After deducting MnDOT County Turnback Account funding, the remaining construction costs of the following items shall be shared in the amount of 55% by the County and 45% by the City:
 - a.) Clearing and grubbing;
 - b.) Removal and salvage;
 - c.) Grading, Base, and Surfacing;
 - d.) Curb and gutter;
 - e.) Retaining walls;
 - f.) Turf establishment;
 - g.) Pavement markings and signing;
 - h.) Mobilization, field office and laboratory, and traffic control;
 - i.) Sidewalks and bikeways;
 - j.) Mitigation required by state and federal permits;
 - k.) Storm sewer and other drainage facilities eligible for County State Aid funding based on contributing flows;
 - l.) Replacing and restoring fences, landscaping, and driveways;
 - m.) Reconstructing or adjusting sanitary sewer, storm sewer and detention ponds, watermains and appurtenances due to roadway construction;
 - n.) Relocating or adjusting privately owned utilities when not performed at the expense of the utility;

o.) The County's share of water pollution control best management practices, based on contributing flows, meeting National Urban Runoff Protection (NURP) standards; and

p.) Incidental items related to construction that are not specifically listed above.

3. Aesthetic Elements. Aesthetic elements for the project include landscaping, plantings, decorative pavements, or surface treatments. The County will participate up to 50% of the cost of aesthetic elements up to a maximum amount of three percent of the County's share of highway construction costs. Highway construction costs are determined prior to deducting MnDOT County Turnback Account funding, but exclude costs for items such as right of way, storm sewer, utilities, and ponding. The City shall be responsible for 50% of the costs of all aesthetic elements and 100% of the costs that exceed the County's maximum participation for aesthetic elements and shall be responsible for the maintenance of all aesthetic elements.

4. City Utilities. Except as stated in Sections 1, 2, & 3 of this agreement and after deducting MnDOT County Turnback Account funding, the City shall pay all other costs for new storm sewer, storm water ponding and other drainage facilities, sanitary sewer, watermains and appurtenances, and roadway lighting constructed as part of this project. Further, the City shall be responsible for maintenance of all such facilities after the completion of the project.

5. Right-of-Way. The County will acquire all permanent and temporary highway right of way, including relocations, and will acquire all right of way for sidewalk and trail construction, wetland damage mitigation and banking, drainage and ponding, and water

pollution control best management practices for the project in a manner consistent with applicable state laws and rules. After deducting County Turnback Account funding, the remaining reasonable costs of acquiring highway right of way, including right of way for drainage inlets and outlets, shall be shared in the amount of 55% by the County and 45% by the City. The City shall not be responsible for the cost to acquire right of way beyond the limits determined by the Minnesota Department of Transportation Office of State Aid to be necessary for this Project, unless specifically authorized by the City prior to acquisition. Upon completion of the project, the ownership of the drainage and ponding easements shall be transferred to the City. Any right of way costs for new sanitary sewer, water mains and appurtenances, and aesthetic elements outside of the right of way needed for the highway improvements shall be the responsibility of the City.

6. Plans and Specifications. The County has a design contract with WSB & Associates, Inc. to prepare complete grading, paving, and drainage plans and specifications for the reconstruction of CSAH 56, consistent with State Aid design standards and the Dakota County Transportation Plan. The City shall be the lead agency for the preparation of plans and specifications for new sanitary sewer, water mains and services, decorative street lighting, and other municipal facilities. The County will incorporate the City's utility plan sheets and specifications into the final bid documents. The City and the County shall approve the plans and specifications prior to advertising for bids. The County Board will award the contract for construction to the lowest responsive and responsible bidder in accordance with state law.

7. Payment. The County will administer the construction contract and act as the paying agent for the costs of acquiring the required highway right of way, and for all payments to the Contractor. Payments to the Contractor will be made as the Project work

progresses and when certified by the County Engineer. The County, in turn, will bill the City for the City's share of the project costs. Upon presentation of an itemized claim by one agency to the other, the receiving agency shall reimburse the invoicing agency for its share of the costs incurred under this Agreement within 30 days from the presentation of the claim. If any portion of an itemized claim is questioned by the receiving agency, the remainder of the claim shall be promptly paid, and accompanied by a written explanation of the amounts in question. Payment of any amounts in dispute will be made following good faith negotiation and documentation of actual costs incurred in carrying out the work.

8. Change Orders and Supplemental Agreements. Any change orders or supplemental agreements that affect the project cost participation must be approved by both parties prior to execution of work.
9. Final completion. Final completion of the construction project must be approved by both the County and the City.
10. Storm Sewer Maintenance. Upon acceptance of the project, the City shall be responsible for storm sewer maintenance.
11. Sidewalks and Bike Trails. Upon acceptance of the project, the City shall be responsible for sidewalk and trail maintenance, except that portion which is designated as a Regional Trail.
12. Pavement Maintenance. Upon acceptance of the project by the City and County, the County shall be responsible for all pavement maintenance within County right of way unless necessitated by a failure of a municipal utility system or installation of new facilities.

13. Subsequent Excavation. After completion of the project, and after expiration of the warranty period regarding repair, if excavation within the highway right of way is necessary to repair or install water, sewer, or other city utilities, the City shall apply for a permit from the County and shall be responsible to restore the excavated area and road surface to its original condition at the time of disturbance. If the City fails to have the highway properly restored, the County Engineer may have the work done and the City shall pay for the work within 30 days following receipt of a written claim by the County.

14. Rules and Regulations. The County and the City shall abide by Minnesota Department of Transportation standard specifications, rules and contract administration procedures.

15. Indemnification. The County agrees to defend, indemnify, and hold harmless the City against any and all claims, liability, loss, damage, or expense arising under the provisions of this Agreement and caused by or resulting from negligent acts or omissions of the County and/or those of County employees or agents. The City agrees to defend, indemnify, and hold harmless the County against any and all claims, liability, loss, damage, or expense arising under the provisions of this Agreement for which the City is responsible, including future operation and maintenance of facilities owned by the City and caused by or resulting from negligent acts or omissions of the City and/or those of City employees or agents. All parties to this agreement recognize that liability for any claims arising under this agreement are subject to the provisions of the Minnesota Municipal Tort Claims Law; Minnesota Statutes, Chapter 466. In the event of any claims or actions filed against either party, nothing in this agreement shall be construed to allow a claimant to obtain separate judgments or separate liability caps from the individual parties.

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

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

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

19. Authorized Representatives. The County's authorized representative for the purpose of the administration of this Agreement is Mark Krebsbach, Dakota County Engineer, 14955 Galaxie Avenue, 3rd Floor, Apple Valley, MN 55124-8579, phone (952)

891-7100, or his successor. The City's authorized representative for the purpose of the administration of this Agreement is Scott Thureen, Inver Grove Heights Public Works Director, 8150 Barbara Avenue, Inver Grove Heights, MN 55077-3412, phone (651) 450-2571, or his successor. All notices or communications required or permitted by this Agreement shall be either hand delivered or mailed by certified mail, return receipt requested, to the above addresses. Either party may change its address by written notice to the other party. Mailed notice shall be deemed complete two business days after the date of mailing.

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

CITY OF INVER GROVE HEIGHTS

RECOMMENDED FOR APPROVAL:

Public Works Director

By _____
Mayor

APPROVED AS TO FORM:

(SEAL)

City Attorney

By _____
City clerk

Date _____

DAKOTA COUNTY

RECOMMENDED FOR APPROVAL:

County Engineer

APPROVED AS TO FORM:

Assistant County Attorney

COUNTY BOARD RESOLUTION:
No: 07-554 Date: 11/27/07

By: _____
Physical Development Director

Date: _____

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Resolution Adopting Update of the City's Water Resources Management Plan

Meeting Date: December 8, 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 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: Special Assessments

PURPOSE/ACTION REQUESTED

Consider resolution adopting the update of the City's Water Resources Management Plan (WRMP).

SUMMARY

The City is required to update its WRMP according to the requirements in Minnesota Statutes Chapter 103B for metropolitan water management programs. The purpose of this WRMP is identical to the purpose give in Minnesota Statute 103B.201 for metropolitan water management programs. According to statute, the purposes of these water management programs are to:

- Protect, preserve, and use natural surface and groundwater storage and retention systems;
- Minimize public capital expenditures needed to correct flooding and water quality problems;
- Identify and plan for means to effectively protect and improve surface and groundwater quality;
- Establish more uniform local policies and official controls for surface and groundwater management;
- Prevent erosion of soil into surface water systems;
- Promote groundwater recharge;
- Protect and enhance fish and wildlife habitat and water recreational facilities; and
- Secure the other benefits associated with proper management of surface and ground water.

This WRMP will guide the City of Inver Grove Heights in protecting, preserving, and managing its surface water resources and storm water system. This plan meets the requirements of Minnesota Statutes 103B.235, Minnesota Rules Chapter 8410, and the watershed organizations with jurisdiction in the City – the Lower Mississippi river Watershed Management Organization (LMRWMO) and the Gun Club Lake Watershed Management Organization (GCLWMO). The plan has been approved by both WMOs, as required by law.

The City contracted with Barr Engineering Company to prepare this update. In addition to the required elements, it incorporates the City's storm water requirements for the Northwest Area and the implementation features from the City's NPDES Storm Water Permit. The draft plan was made available for public review and comment locally. We also provided copies to the surrounding cities of Mendota Heights, Sunfish Lake, West St. Paul, South St. Paul, Rosemount, and Eagan, Dakota County, the Dakota County Soil and Water Conservation District, and the Metropolitan Council for review and comment. The plan must be adopted before the Metropolitan Council will consider approval of the City's Comprehensive Plan Update.

I recommend approval of the resolution adopting the update to the City's WRMP.

SDT/kf
Attachments: Resolution

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

**RESOLUTION ADOPTING THE UPDATE OF THE CITY'S WATER RESOURCE
MANAGEMENT PLAN**

RESOLUTION NO. _____

WHEREAS, the Metropolitan Surface Water Management Act requires the preparation of local surface water management plans in the Metropolitan Area; and

WHEREAS, the City has prepared an update of its plan in accordance with the requirements of Minnesota Statutes Chapter 103B.235 and Minnesota Rules Chapter 8410; and

WHEREAS, the update to the plan has been approved by both the Lower Mississippi River Watershed Management Organization and the Gun Club Lake Watershed Management Organization, as required by Minnesota Statutes Chapter 103B.235.

NOW, THEREFORE, BE IT RESOLVED by the City of Inver Grove Heights that the update to the Inver Grove Heights' Water Resource Management Plan is hereby adopted.

Adopted by the City Council of the City of Inver Grove Heights, MN this 8th day of December 2008.

AYES:
NAYS:

George Tourville, Mayor

ATTEST:

Melissa Rheame, Deputy Clerk

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

ATTORNEYS AT LAW

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
BRIDGET McCAULEY NASON
ELIZABETH HALL MURTHY
•
HAROLD LEVANDER
1910-1992
•
ARTHUR GILLEN
1919-2005
•
• ROGER C. MILLER
RETIRED

MEMO

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

TO: Inver Grove Heights Mayor and Councilmembers
FROM: Timothy J. Kuntz and Jay P. Karlovich, City Attorneys
DATE: December 8, 2008
**RE: Project No. 2003-03 – Southern Sanitary Sewer System Improvements
Global Settlement Offer with Enterprise Products Operating, L.P.**

Section 1. Background. This memo relates to the global settlement of the following three (3) matters associated with the Southern Sanitary Sewer System Improvements, Project 2003-03:

1. The special assessment appeal made by Mid-America Pipeline Company, LLC, Enterprise Products Operating, LLC and Enterprise Terminals & Storage, LLC in connection with the City's special assessments of sanitary sewer area charges and sanitary sewer lateral charges for Southern Sewer System Improvements, City Project 2003-03 (District Court File No. 19HA-CV-08-2494).
2. The eminent domain action (District Court File No. 19HA-CV-08-742) filed by the City against Enterprise Products Operating, L.P. in connection with the condemnation of real property easements for the extension of trunk sanitary sewer mains and related public improvements for Southern Sanitary Sewer System Improvements, City Project 2003-03.
3. The voluntary conveyance of property rights by Enterprise Products Operating, L.P. and Ferrellgas, L.P. to the City required for the Clark Road Extension Project 2007-17.

Section 2. Assessment Appeal. Mid-America Pipeline Company, LLC, Enterprise Products Operating, L.P., Ferrellgas, L.P. and Enterprise Terminals & Storage, LLC ("Enterprise") own eight (8) property tax parcels for which the City specially assessed the sum of \$284,774.45. Enterprise appealed the City's special assessments through District Court File No. 19HA-CV-08-2494. The appeal centers on the benefit of Project 2003-03 to the properties. The only existing sewer facilities on the properties are the toilets, sinks, drinking fountains and floor drains within the office/warehouse building and garage building. Enterprise's position is that the proposed assessments are excessive and that Project 2003-03 provides little or no benefit.

The City has argued that sanitary sewer will allow intensification of use and will provide the opportunity for subdivision of the properties.

The City and Enterprise have negotiated a proposal to resolve the pending assessment appeal. The salient aspects of the agreement are:

- The City agrees to reduce the special assessments of \$284,774.45 to the sum of \$128,148.50. The City and Enterprise also agree that the \$156,633.39 reduction in the special assessments may be collected as a connection fee upon the development (or intensification of use) of Enterprise's property within a thirty (30) year period, thereby requiring additional connections and use of the City's sanitary sewer system.
- The \$128,153.01 special assessments would be recertified against the eight (8) property tax parcels prior to the first installment of payable 2009 property taxes due on May 15, 2009. The assessment would be payable over a ten (10) year term.
- Enterprise agrees that by December 31, 2010, it will connect the office/warehouse building and the garage building to the City sanitary sewer system. The City will pay the City core connection fee, City SAC charge and SAC charge of the Metropolitan Council Environmental Services for the sanitary sewer facilities of the toilets, sinks, drinking fountains and floor drains within the office/warehouse building currently located on PID No. 20-02700-050-51 and the garage building currently located on PID No. 20-02700-040-51. With respect to the sanitary sewer facilities of the toilets, sinks, drinking fountains and floor drains within the office/warehouse building currently located on PID No. 20-02700-050-51 and the garage building currently located on PID No. 20-02700-040-51, Enterprise is not obligated to pay hook-up charges to the City or to MCES.
- Before July 1, 2039, if any additional building on the Property is connected to the City sanitary sewer system, or if any additional connections for the office/warehouse building currently located on PID No. 20-02700-050-51 or the garage building currently located on PID No. 20-02700-040-51 are made to the City sanitary sewer system, then at the time of connection Enterprise shall pay the City the following amounts:
 - a.) \$156,633.39; and
 - b.) the City core connection fee and the City SAC charge and the SAC charge of the Metropolitan Council Environmental Services (MCES) as set by the ordinances of the City in effect at the time of such connection.
- After July 1, 2039, if any additional building on the Property is connected to the City sanitary sewer system, or if any additional connections for the office/warehouse building currently located on PID No. 20-02700-050-51 or the garage building currently located on PID No. 20-02700-040-51 are made to the City sanitary sewer system, then at the time of connection Enterprise is not obligated to pay the City the connection charge of \$156,633.39.

- The City and Enterprise agree that the assessment appeal action will be dismissed according to the terms of the Settlement Stipulation, Order and Judgment.

The documents required for the settlement of the special assessment appeal include a Settlement Stipulation, Order and Judgment between Mid-America Pipeline Co., LLC, Enterprise Products Operating, LLC, Enterprise Terminals and Storage, LLC and the City of Inver Grove Heights together with a Waiver Agreement between Enterprise Operating, L.P., Ferrellgas, L.P., Enterprise Terminals and Storage, LLC, Mid-America Pipeline Company, LLC and the City of Inver Grove Heights.

Section 3. Eminent Domain Action. On July 21, 2008, the City presented its Petition for the condemnation of the Enterprise Products Operating, L.P. properties (IGH Parcel No. 31, 33, 34 and 35) to Dakota County District Court. The City moved the Court for an Order transferring title and right of possession of the real property easement interests to the City upon deposit with the Court or payment to Enterprise Products Operating, L.P. of an amount equal to the City's approved appraisal of value for the easement property rights. The approved appraisal of value for the Enterprise Products Operating, L.P. easement property rights is \$36,000.00. Enterprise has proposed that the eminent domain action appraised taking damage of \$36,000.00 for the sewer easement be increased to \$77,000.00.

The City and Enterprise Products Operating, L.P. have negotiated a settlement whereby the parties agree to accept a Commissioners' Award in the amount of \$77,000.00 for just compensation of the easement rights described in the Petition as Parcels IGH 31, 33, 34 and 35 together with a separate Commissioners' Award of reasonable appraisal fees of \$5,000.00 for a total compensation of \$82,000.00.

Both parties agree not to appeal from the award. A quick-take payment of \$36,000.00 has already been paid by the City, leaving a balance of \$41,000.00 owing for additional just compensation and \$5,000.00 owing for appraisal fees.

Both parties agree to execute and record separate public street, utility and drainage easement agreements that include the easement rights described in the Petition as Parcels IGH-31, 33, 34 and 35 together with the conveyance of T.H. 52/55 access rights.

The documents required for settlement of the eminent domain action include a Stipulation for Award executed by the City Attorney and attorney for Enterprise Products Operating L.P. and a Partial Report of Commissioners.

Section 4. Clark Road Conveyance. In the event the City agrees to the settlements described above, Enterprise Products Operating, L.P./Ferrellgas, L.P. have agreed to convey the required access rights needed to complete the extension of Clark Road in connection with City Project No. 2007-17. The City was able to voluntarily acquire all of the access rights needed to extend Clark Road in connection with City Project No. 2007-17, with the exception of the properties owned by Enterprise Products Operating, L.P./Ferrellgas, L.P.

The documents associated with the voluntary conveyance of the Clark Road access rights include the following:

- Public Street, Utility and Drainage Easement and Temporary Construction Easement between Enterprise Products Operating, L.P. and the City of Inver Grove Heights for Parcels 31, 33 and 34.
- Permanent Public Street, Utility and Drainage Easement and Temporary Construction Easement between Enterprise Products Operating, L.P., Ferrellgas, L.P. and the City of Inver Grove Heights for Parcel 35.
- Quit Claim Deed from Enterprise Products Operating, L.P. to the City of Inver Grove Heights for access rights to and from IGH Parcels 31, 33 and 34.
- Quit Claim Deed from Enterprise Products Operating, L.P. to the City of Inver Grove Heights for access rights to and from IGH Parcel 35.
- Quit Claim Deed from Ferrellgas, L.P. to the City of Inver Grove Heights for access rights to and from IGH Parcel 35.

Section 5. Council Action. The Council is asked to consider the attached two (2) Resolutions which approve the following nine (9) settlement documents:

1. Settlement Stipulation, Order and Judgment in connection with the assessment appeal matter (District Court File No. 19HA-CV-08-2494).
2. Waiver Agreement between Enterprise Operating, L.P, Ferrellgas, L.P., Enterprise Terminals and Storage, LLC, Mid-America Pipeline Company, LLC and the City of Inver Grove Heights in connection with the assessment appeal matter (District Court File No. 19HA-CV-08-2494).
3. Stipulation for Award between the City Attorney and attorney for Enterprise Products Operating L.P. in connection with the eminent domain action (District Court File No. 19HA-CV-08-742).
4. Partial Report of Commissioners in connection with the eminent domain action (District Court File No. 19HA-CV-08-742).
5. Public Street, Utility and Drainage Easement and Temporary Construction Easement between Enterprise Products Operating, L.P. and the City of Inver Grove Heights for Parcels 31, 33 and 34.
6. Permanent Public Street, Utility and Drainage Easement and Temporary Construction Easement between Enterprise Products Operating, L.P., Ferrellgas, L.P. and the City of Inver Grove Heights for Parcel 35.
7. Quit Claim Deed from Enterprise Products Operating, L.P. to the City of Inver Grove Heights for access rights to and from IGH Parcels 31, 33 and 34.
8. Quit Claim Deed from Enterprise Products Operating, L.P. to the City of Inver Grove Heights for access rights to and from IGH Parcel 35.
9. Quit Claim Deed from Ferrellgas, L.P. to the City of Inver Grove Heights for access rights to and from IGH Parcel 35.

The Council is also asked to authorize the City Attorney to execute the appropriate settlement documents on behalf of the City and to authorize the City Attorney to take such action as may be reasonably necessary to make minor changes to the above-listed documents and finalize this relatively complicated “global settlement”.

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

RESOLUTION NO. _____

**RESOLUTION APPROVING A WAIVER AGREEMENT BETWEEN
ENTERPRISE PRODUCTS OPERATING, L.P., FERRELLGAS, L.P., ENTERPRISE
TERMINALS & STORAGE, LLC, MID-AMERICA PIPELINE COMPANY, LLC
AND THE CITY OF INVER GROVE HEIGHTS AND APPROVING A SETTLEMENT
STIPULATION, ORDER AND JUDGMENT IN CONNECTION WITH
DAKOTA COUNTY DISTRICT COURT FILE NO. 19HA-CV-08-2494
RELATING TO PROJECT 2003-03**

WHEREAS, Enterprise Products Operating, L.P., Ferrellgas, L.P., Enterprise Terminals & Starge, LLC, Mid-America Pipeline Company, LLC (hereafter collectively referred to as “Enterprise”) own eight (8) property tax parcels identified as:

<u>PID No.</u>	<u>Total Assessment Amount</u>
PID No. 20-02700-010-51	\$ 75,579.15
PID No. 20-02700-020-51	\$ 5,765.00
PID No. 20-02700-050-51	\$ 13,547.75
PID No. 20-02700-030-51	\$ 5,188.50
PID No. 20-02700-040-51	\$ 12,106.50
PID No. 20-02700-020-58	\$ 52,988.05
PID No. 20-28400-040-00	\$ 13,086.55
PID No. 20-03300-010-76	\$106,512.95
Total	<u>\$284,774.45</u>

WHEREAS, The Feasibility Report for City Project 2003-03 (the “Project”) proposed to assess the above-listed properties a total of \$284,774.45.

WHEREAS, Enterprise appealed the special assessments by filing Dakota County District Court File No. 19HA-CV-08-2494. The appeal centers on the reasonable probable highest and best use of the properties for the future. The only existing sewer facilities on the properties are the toilets, sinks, drinking fountains and floor drains within the office/warehouse building and garage building.

WHEREAS, Enterprises’ position is that the proposed assessments are excessive and that the Project provides little or no benefit.

WHEREAS, The City has argued that sanitary sewer will allow intensification of use and will provide the opportunity for subdivision of the properties.

WHEREAS, The City and Enterprise have negotiated a proposal to resolve the special assessment appeal. The salient aspects of the proposal are:

- The City agrees to reduce the special assessments of \$284,774.45 to the sum of \$128,148.50. The City and Enterprise also agree that the \$156,633.39 reduction in the special assessments may be collected as a connection fee upon the development (or intensification of use) of Enterprise's property within a thirty (30) year period, thereby requiring additional connections and use of the City's sanitary sewer system.
- The \$128,153.01 special assessments would be recertified against the eight (8) property tax parcels prior to the first installment of payable 2009 property taxes due on May 15, 2009. The assessment would be payable over a ten (10) year term.
- Enterprise agrees that by December 31, 2010, it will connect the office/warehouse building and the garage building to the City sanitary sewer system. The City will pay the City core connection fee, City SAC charge and SAC charge of the Metropolitan Council Environmental Services for the sanitary sewer facilities of the toilets, sinks, drinking fountains and floor drains within the office/warehouse building currently located on PID No. 20-02700-050-51 and the garage building currently located on PID No. 20-02700-040-51. With respect to the sanitary sewer facilities of the toilets, sinks, drinking fountains and floor drains within the office/warehouse building currently located on PID No. 20-02700-050-51 and the garage building currently located on PID No. 20-02700-040-51, Enterprise is not obligated to pay hook-up charges to the City or to MCES.
- Before July 1, 2039, if any additional building on the Property is connected to the City sanitary sewer system, or if any additional connections for the office/warehouse building currently located on PID No. 20-02700-050-51 or the garage building currently located on PID No. 20-02700-040-51 are made to the City sanitary sewer system, then at the time of connection Enterprise shall pay the City the following amounts:
 - a.) \$156,633.39; and
 - b.) the City core connection fee and the City SAC charge and the SAC charge of the Metropolitan Council Environmental Services (MCES) as set by the ordinances of the City in effect at the time of such connection.
- After July 1, 2039, if any additional building on the Property is connected to the City sanitary sewer system, or if any additional connections for the office/warehouse building currently located on PID No. 20-02700-050-51 or the garage building currently located on PID No. 20-02700-040-51 are made to the City sanitary sewer system, then at the time of connection Enterprise is not obligated to pay the City the connection charge of \$156,633.39.
- The City and Enterprise agree that the assessment appeal action will be dismissed according to the terms of the Settlement Stipulation, Order and Judgment.

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

1. The Council hereby approves the attached Waiver Agreement between Enterprise and the City of Inver Grove Heights.
2. The Council also approves the attached Settlement Stipulation, Order and Judgment in connection with the special assessment appeal District Court File No. 19HA-CV-08-2494.
3. The Mayor and Deputy City Clerk are authorized to execute the attached Waiver Agreement between Enterprise and the City of Inver Grove Heights.
4. The City Attorney is authorized to file the attached Settlement Stipulation, Order and Judgment with Dakota County District Court in connection with the special assessment appeal District Court File No. 19HA-CV-08-2494.
5. The City Attorney is authorized to execute the appropriate settlement documents on behalf of the City and take such action as may be reasonably necessary to make minor changes to the settlement documents and finalize this relatively complicated "global settlement".

Passed this 8th day of December, 2008.

George Tourville, Mayor

ATTEST:

Melissa Rheaume, Deputy City Clerk

**WAIVER AGREEMENT
BETWEEN ENTERPRISE OPERATING, L.P.,
FERRELLGAS, L.P.,
ENTERPRISE TERMINALS & STORAGE, LLC,
MID-AMERICA PIPELINE COMPANY, LLC
AND CITY OF INVER GROVE HEIGHTS**

THIS WAIVER AGREEMENT (hereafter referred to as "Agreement") is made, entered into and effective this ____ day of _____, 200__, by and between the City of Inver Grove Heights, a Minnesota municipal corporation (hereafter referred to as "City"); and Enterprise Products Operating, L.P., a Delaware limited partnership, and Ferrellgas, L.P., a Delaware limited partnership, Enterprise Terminals & Storage, LLC, a Delaware limited liability company, Mid-America Pipeline Co., LLC, a Delaware limited liability company (hereinafter collectively referred to as the "Property Owner"). 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 I
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 Property Owner. "Property Owner" means Enterprise Products Operating, L.P., a Delaware limited partnership, and Ferrellgas, L.P., a Delaware limited partnership, Enterprise Terminals & Storage, LLC, a Delaware limited liability company, Mid-America Pipeline Company, LLC, a Delaware limited liability company.

1.4 Property. “Property” means that certain real property located in the City of Inver Grove Heights, Dakota County, Minnesota, identified as the following eight (8) Dakota County Property Tax Parcels with Property Tax Identification Numbers (“PID No.”) as follows: PID No. 20-02700-010-51; PID No. 20-02700-020-51; PID No. 20-02700-050-51; PID No. 20-02700-030-51; PID No. 20-02700-040-51; PID No. 20-02700-020-58; PID No. 20-28400-040-00; PID No. 20-03300-010-76; and, said eight (8) Dakota County Property Tax Parcels are legally described on the attached Exhibit A, which is incorporated hereby and made a part hereof.

1.5 Project. “Project” means City of Inver Grove Heights Project No. 2003-03 Southern Sanitary Sewer System Improvements.

ARTICLE 2
RECITALS

Recital No. 1. Pursuant to Minnesota Statutes, Chapter 429, the City approved (partial) financing of the Project with the special assessment of sanitary sewer area charges and sanitary sewer lateral charges.

Recital No. 2. The Property Owner appealed the City’s special assessments pursuant to Minn. Stat. § 429.081.

Recital No. 3. This Agreement is a part of unified settlement including a Settlement Stipulation relating to Property Owner’s interest the special assessment appeal matter pending in Dakota County District Court File No. 19HA-CV-08-2494.

Recital No. 4. This Agreement is a part of unified settlement including a Stipulation for Award relating to Property Owner’s interest the eminent domain matter pending in Dakota County District Court File No. 19 HA CV-08-742.

Recital No. 5. The City approved City Resolution No. 08-115 which contained an assessment roll which detailed total special assessments against Property Owner’s eight (8) property tax parcels as follows:

<u>PID No.</u>	<u>Total Assessment Amount</u>
PID No. 20-02700-010-51	\$ 75,579.15
PID No. 20-02700-020-51	\$ 5,765.00
PID No. 20-02700-050-51	\$ 13,547.75
PID No. 20-02700-030-51	\$ 5,188.50
PID No. 20-02700-040-51	\$ 12,106.50
PID No. 20-02700-020-58	\$ 52,988.05
PID No. 20-28400-040-00	\$ 13,086.55
PID No. 20-03300-010-76	\$106,512.95
Total	<u>\$284,774.45</u>

Recital No. 6. The City and the Property Owner have agreed to reduce said total special assessments to the following amounts:

<u>PID No.</u>	<u>Total Assessment Amount</u>
PID No. 20-02700-010-51	\$ 34,010.62
PID No. 20-02700-020-51	\$ 2,594.25
PID No. 20-02700-050-51	\$ 6,096.49
PID No. 20-02700-030-51	\$ 2,334.82
PID No. 20-02700-040-51	\$ 5,447.92
PID No. 20-02700-020-58	\$ 23,844.62
PID No. 20-28400-040-00	\$ 5,888.95
PID No. 20-03300-010-76	\$ 47,930.83
Total	<u>\$128,148.50</u>

Recital No. 7. The City and the Property Owner also hereby agreed that the \$156,633.39 reduction in the special assessments may be collected as a connection fee upon the development (or the intensification of use) of the Property within a thirty (30) year period thereby requiring additional connections and use of the City's sanitary sewer system.

ARTICLE 3
AGREEMENTS RELATING TO SPECIAL ASSESSMENTS
AND CONNECTION FEES

3.1 Property Assessment Appeal Settlement. The Property Owner hereby agrees to dismiss its assessment appeal in Dakota County District Court File No. 19HA-CV-08-2494 provided that City agrees to recertify the special assessments as shown in Recital No. 6 thereby reducing the assessments by a total amount of \$156,633.39. The Property Owner and City also agree that Dakota County District Court File No. 19HA-CV-08-2494 shall be dismissed with prejudice and without an award of any litigation costs, expenses and/or attorneys' fees to any party. Furthermore, the Property Owner agrees to pay the reduced special assessment amounts shown in Recital No. 6 over the ten (10) year term of the assessment or the Property Owner may pre-pay the total assessment (or any part thereof) with any accrued interest as provided by City Resolution No. 08-115.

3.2 Obligation of Property Owner To Connect Office/Warehouse Building and Garage Building To Sanitary Sewer System. Property Owner agrees that by December 31, 2010, Property Owner will connect the office/warehouse building currently located on PID No. 20-02700-050-51 and the garage building currently located on PID No. 20-02700-040-51 to the City sanitary sewer system.

At the time of connection, the City shall pay the City core connection fee and the City SAC charge and the SAC charge of the Metropolitan Council Environmental Services (MCES) for the sanitary sewer facilities of the toilets, sinks, drinking fountains, floor drains within the

office/warehouse building currently located on PID No. 20-02700-050-51 and the garage building currently located on PID No. 20-02700-040-51. With respect to the sanitary sewer facilities of the toilets, sinks, drinking fountains, floor drains within the office/warehouse building currently located on PID No. 20-02700-050-51 and the garage building currently located on PID No. 20-02700-040-51, the Property Owner is not obligated to pay hook-up charges to the City or to MCES.

3.3 Obligation of Property Owner for Additional Connection Fees. The City specially assessed the Property the total amount of \$284,774.45 and the Property Owner appeal the \$284,774.45 assessment levy. Pursuant to Section 3.1 above, the parties agree to reduce the special assessment for the Project by \$156,633.39 in reliance upon the Property Owner's representation that the Property would not require additional connections to the City sanitary sewer system. The parties hereby agree that assessment reduction amount of the \$156,633.39 shall be treated as a connection charge subject to the terms of this Section 3.3.

Before July 1, 2039, if any additional building on the Property is connected to the City sanitary sewer system, or if any additional connections for the office/warehouse building currently located on PID No. 20-02700-050-51 or the garage building currently located on PID No. 20-02700-040-51 are made to the City sanitary sewer system, then at the time of connection Property Owner shall pay the City the following amounts:

- a.) \$156,633.39; and
- b.) the City core connection fee and the City SAC charge and the SAC charge of the Metropolitan Council Environmental Services (MCES) as set by the ordinances of the City in effect at the time of such connection.

After July 1, 2039, if any additional building on the Property is connected to the City sanitary sewer system, or if any additional connections for the office/warehouse building currently located on PID No. 20-02700-050-51 or the garage building currently located on PID No. 20-02700-040-51 are made to the City sanitary sewer system, then at the time of connection the Property Owner is not obligated to pay the City the connection charge of \$156,633.39.

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 Property, and shall be binding upon the parties and the successors and assigns of the parties.

4.2 Amendment and Waiver. The parties hereto may by mutual written agreement amend this 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.

4.5 Recording. This Agreement may be recorded by the City.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first stated above.

CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville, Mayor

ATTEST:

Melissa Rheaume, Deputy City Clerk

STATE OF MINNESOTA)
)
COUNTY OF DAKOTA) ss.

On this _____ day of _____, 200____, 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

This instrument was drafted by:
Timothy J. Kuntz
LeVander, Gillen & Miller, P.A.
633 South Concord Street, Suite 400
South St. Paul, Minnesota 55075
(651)451-1831

After recording, please return to:
Timothy J. Kuntz
LeVander, Gillen & Miller
633 South Concord Street, Suite 400
South St. Paul, Minnesota 55075
(651)451-1831

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

Parcel No. 29

(PID No. 20-02700-010-51)

(Torrens Property, Part of Certificate of Title No. 142848)

The North 500 feet of the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 27, Township 27, Range 22, excepting therefrom the right of way of the Chicago Northwestern Railroad and also excepting therefrom a parcel of land described as follows: Commencing at the North east corner of the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 27, Township 27, Range 22, thence West on the North line thereof 117 feet, thence South 150 feet, thence East to the East line of the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$, thence North to the point of beginning, said North 500 feet (less exceptions) containing 15 acres more or less.

Parcel No. 30

(PID No. 20-02700-020-51)

(Torrens Property, Part of Certificate of Title No. 142848)

All that part of the South Half of the Southwest Quarter of Section 27, Township 27, Range 22, Dakota County, Minnesota, commencing at the Northeast corner of the Southwest Quarter of the Southwest Quarter; thence West along the North line of said Southwest Quarter of the Southwest Quarter, 117 feet; thence South 150 feet; thence East 340 feet to the center of the Old Hastings Road; thence North 31 degrees West 175 feet along the center line of said road to the North line of the Southeast Quarter of the Southwest Quarter of said Section 27, thence West 133 feet to the point of beginning.

Together with a permanent easement to run with the land, over and across the Southwesterly $\frac{1}{2}$ of the road bed of Old Hastings Road, for ingress and egress to the land above conveyed, to State Trunk Highways #52 and 56, as now located, according to the United States Government Survey thereof and situate in Dakota County, Minnesota.

Parcel 31

(PID No. 20-02700-050-51)

(Torrens Property, Part of Certificate of Title No. 142848)

That part of the SE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 27, Township 27, Range 22, lying easterly of the Hastings and St. Paul Wagon Road (also known as River Road and also formerly known as Temporary Trunk Highway No. 53) and lying westerly of State Highway No. 52 right-of-way, containing approximately 1.6 acres more or less, together with that portion of the aforementioned River Road vacated and accruing to the above described property by reason of said vacation.

Parcel 32

(PID No. 20-02700-030-51)

(Torrens Property, Part of Certificate of Title No. 142848)

Commencing at the Northwest Corner of the SE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 27, Township 27, Range 22, thence Southerly along the Westerly $\frac{1}{4}$ section line of the SE $\frac{1}{4}$ of the SW $\frac{1}{4}$ 150 feet to the point of beginning, thence Southerly along said $\frac{1}{4}$ section line 200 feet, thence at right angles in an Easterly direction parallel with the North line of the SE $\frac{1}{4}$ of the SW $\frac{1}{4}$ 196.2 feet, thence at right angles in a Northerly direction and parallel with the Westerly line of the SE $\frac{1}{4}$ of the SW $\frac{1}{4}$ to an iron on the West line of State Road No. 2 (also known as River Road) thence at right angles in a Westerly direction and parallel to the North line of the SE $\frac{1}{4}$ of the SW $\frac{1}{4}$ 196.2 feet to the point of beginning.

Parcel 33

(PID No. 20-02700-040-51)

(Torrens Property, Part of Certificate of Title No. 142848)

The North 500 feet of that portion of the SE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 27, Township 27, Range 22, lying Westerly of State Road No. 2 (also known as River Road) except the North 150 feet thereof and further excepting the following described property:

Commencing at the Northwest Corner of the SE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 27, Township 27, Range 22, thence Southerly along the Westerly $\frac{1}{4}$ section line of the SE $\frac{1}{4}$ of the SW $\frac{1}{4}$ 150 feet to the point of beginning, thence Southerly along said $\frac{1}{4}$ section line 200 feet, thence at right angles in an Easterly direction parallel with the North line of the SE $\frac{1}{4}$ of the SW $\frac{1}{4}$ 196.2 feet, thence at right angles in a Northerly direction and parallel with the Westerly line of the SE $\frac{1}{4}$ of the SW $\frac{1}{4}$ to an iron on the West line of State Road No. 2 (also known as River Road) thence at right angles in a Westerly direction and parallel to the North line of the SE $\frac{1}{4}$ of the SW $\frac{1}{4}$ 196.2 feet to the point of beginning. Containing 1.85 acres more or less.

Parcel 34

(PID No. 20-02700-020-58)

(Torrens Property, Part of Certificate of Title No. 142848)

That part of the Southwest $\frac{1}{4}$ of Section 27, Township 27, Range 22, that lies West of the Westerly right-of-way of S. T. H. No. 55 and 56 except the following:

- a. the north 500 feet thereof;
- b. the South 726.3 feet of the West 600 feet of the Southwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$;
- c. that portion previously taken by Chicago and North Western Railway Company for railroad purposes; and
- d. those parts platted into Gainey Addition.

Parcel 35

(PID No. 20-28400-040-00)

(Part Abstract Property and Part Torrens Property, Part of Certificate of Title No. 142848)

Outlot D, Gainey Addition, according to the recorded plat thereof, and situate in Dakota County, Minnesota, being part Abstract and part Torrens.

Being registered land as is evidenced by Certificate of Title No. 142848.

Parcel 67

(PID No. 20-03300-010-76)

(Abstract Property)

All that part of the SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 33, Township 27 North, Range 22 West of the 4th P.M., except the West 200 feet and except beginning at a point on the South line of aforesaid section, said point being 350 feet east of the Southwest corner of aforesaid SE $\frac{1}{4}$ SE $\frac{1}{4}$; thence Northwesterly 64.2 feet to a point which is 40 feet North of the aforesaid Section line; thence deflecting $9^{\circ} 15'$ to the right 149.8 feet; thence South 151.7 feet to the said South line of Section 33; thence East along said Section line 150 feet to the point of beginning and containing 33.74 acres, more or less, according to the Government Survey thereof.

STATE OF MINNESOTA
COUNTY OF DAKOTA

DISTRICT COURT
FIRST JUDICIAL DISTRICT
COURT FILE NO. 19HA-CV-08-2494

Mid-America Pipeline Co., LLC;
Enterprise Products Operating, LLC; and
Enterprise Terminals & Storage, LLC,

Appellants,

**SETTLEMENT STIPULATION,
ORDER AND JUDGMENT**

v.

City of Inver Grove Heights,

Case Type: Special Assessment
Appeal

Respondent.

WHEREAS, pursuant to Minnesota Statutes, Chapter 429, Respondent City of Inver Grove Heights (“City”) approved (partial) financing of its Southern Sewer System Improvements, City Project 2003-03, with the special assessment of sanitary sewer area charges and sanitary sewer lateral charges.

WHEREAS, Appellants appealed the City’s special assessments pursuant to Minn. Stat. § 429.081.

WHEREAS, this Settlement Stipulation is a part of unified settlement including a Stipulation for Award relating to Appellant Enterprise Products Operating, LLC’s interest in the eminent domain matter pending in Dakota County District Court File No. 19 HA CV-08-742.

WHEREAS, Respondent City of Inver Grove Heights ("IGH") approved City Resolution No. 08-115 which contained an assessment roll which detailed total special assessments against Appellants' eight (8) property tax parcels as follows:

<u>PID No.</u>	<u>Total Assessment Amount</u>
PID No. 20-02700-010-51	\$ 75,579.15
PID No. 20-02700-020-51	\$ 5,765.00
PID No. 20-02700-050-51	\$ 13,547.75
PID No. 20-02700-030-51	\$ 5,188.50
PID No. 20-02700-040-51	\$ 12,106.50
PID No. 20-02700-020-58	\$ 52,988.05
PID No. 20-28400-040-00	\$ 13,086.55
PID No. 20-03300-010-76	\$106,512.95
Total	<u>\$284,774.45</u>

WHEREAS, Respondent and Appellants have agreed to reduce said total special assessments to the following amounts:

<u>PID No.</u>	<u>Total Assessment Amount</u>
PID No. 20-02700-010-51	\$ 34,010.62
PID No. 20-02700-020-51	\$ 2,594.25
PID No. 20-02700-050-51	\$ 6,096.49
PID No. 20-02700-030-51	\$ 2,334.82
PID No. 20-02700-040-51	\$ 5,447.92
PID No. 20-02700-020-58	\$ 23,844.62
PID No. 20-28400-040-00	\$ 5,888.95
PID No. 20-03300-010-76	\$ 47,930.83
Total	<u>\$128,148.50</u>

WHEREAS, Respondent and Appellants have also agreed by separate agreement that the \$156,633.39 reduction in the special assessments may be collected as a connection fee upon the development (or the intensification of use) of Appellants' property within a thirty (30) year period thereby requiring additional connections and use of the City's sanitary sewer system.

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED:

1. That Respondent agrees to recertify the special assessments against Appellants' eight property tax parcels to the following amounts as soon as practical and prior to the first installment of the payable 2009 property taxes due on May 15, 2009:

<u>PID No.</u>	<u>Total Assessment Amount</u>
PID No. 20-02700-010-51	\$ 34,010.62
PID No. 20-02700-020-51	\$ 2,594.25
PID No. 20-02700-050-51	\$ 6,096.49
PID No. 20-02700-030-51	\$ 2,334.82
PID No. 20-02700-040-51	\$ 5,447.93
PID No. 20-02700-020-58	\$ 23,849.12
PID No. 20-28400-040-00	\$ 5,888.95
PID No. 20-03300-010-76	\$ 47,930.83
Total	<u>\$128,153.01</u>

2. That Appellants agree enter into a separate agreement with the Respondent whereby the \$156,633.39 reduction in the special assessments may be collected as a connection fee upon the development (or the intensification of use) of Appellants' property within a thirty (30) year period thereby requiring additional connections and use of the City's sanitary sewer system.
3. That Appellants and Respondent agree the above-entitled action shall be dismissed with prejudice and without an award of any litigation costs, expenses and/or attorneys' fees to any party.
4. That it is further agreed that Respondent shall cause judgment of dismissal with prejudice and on the merits to be entered herein.

Dated: _____, 200__.

LeVANDER, GILLEN & MILLER, P.A.

Timothy J. Kuntz, Lic. No. 58993
Jay P. Karlovich, Lic. No. 247650
633 South Concord Street, Suite 400
South St. Paul, MN 55075
(651) 451-1831
Attorneys for Respondent

Dated: _____, 200__.

FULBRIGHT AND JAWORSKI L.L.P.

Patrick R. Martin, Lic. No. _____
2100 IDS Center
80 South Eighth Street
Minneapolis, MN 55402-2112
(612) 321-2205
Attorneys for Appellants

ORDER

Pursuant to the foregoing Stipulation, the above-entitled action is hereby dismissed with prejudice and without an award of any litigation costs, expenses and/or attorneys' fees to any party.

LET JUDGEMENT BE ENTERED ACCORDINGLY.

Dated: _____, 200__.

BY THE COURT:

Judge of District Court

JUDGMENT

I hereby certify that the above Order constitutes a judgment of the Court.

Dated: _____, 200__.

COURT ADMINISTRATOR:

By: _____

Its: _____

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

RESOLUTION NO. 08-_____

**A RESOLUTION APPROVING THE NEGOTIATED SETTLEMENT BETWEEN
ENTERPRISE PRODUCTS OPERATING, L.P. AND THE CITY RELATING TO THE
ENTERPRISE PRODUCTS OPERATING L.P. PROPERTIES (IGH PARCELS NO. 31,
33, 34 AND 35) RELATIVE TO CITY PROJECT 2003-03 AND RELATIVE TO
DAKOTA COUNTY DISTRICT COURT FILE NO. 19HA-CV-08-742**

WHEREAS, the City of Inver Grove Heights (the “City”) has authorized the design of plans and specifications for the Southern Sanitary Sewer System Improvements, City Project 2003-03 (the “Project”).

WHEREAS, construction plans have been prepared for City of Inver Grove Heights Project No. 2003-03 which provide for the extension of sanitary sewer mains southerly along the west side of Trunk Highway 52 to the City’s southern termini near 117th Street.

WHEREAS, the Project includes drainage and utility improvements along the various corridors for the sanitary sewer main extensions described above.

WHEREAS, the City acquired various utility, drainage and temporary construction easements for the Project through a condemnation proceeding filed as Dakota County District Court File No. 19HA-CV-08-742.

WHEREAS, the City’s appraised value of the Enterprise Products Operating, L.P. (“Enterprise”) properties (IGH Parcels 31, 33, 34 and 35) was \$36,000.00.

WHEREAS, the City deposited \$36,000.00 with Dakota County District Court for the quick-take payment to Enterprise.

WHEREAS, Enterprise and the City have agreed to accept a Commissioners’ Award in the amount of \$77,000.00 for just compensation for the easement rights described in the Petition for Parcels IGH-31, 33, 34 and 35, and a separate Commissioners’ Award of reasonable appraisal fees of \$5,000.00 for a total of \$82,000.00.

WHEREAS, Enterprise agrees to grant and convey to the City the easement rights described in the Petition for Parcels IGH-31, 33, 34 and 35.

WHEREAS, Enterprise agrees to convey and quitclaim the access rights needed to complete the extension of Clark Road in connection with City Project 2007-17.

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

1. The negotiated settlement in the sum of \$82,000.00 concerning easement rights associated with the City's acquisition of easements over a portion of the Enterprise properties relative to City Project 2003-03 is hereby approved.
2. Payment of the balance of the negotiated settlement amount is hereby authorized.
3. The City Attorney is authorized to execute and file the attached Stipulation for Award and Partial Report of Commissioners with Dakota County District Court.
4. The attached Public Street, Utility and Drainage Easement and Temporary Construction Easement between Enterprise Products Operating, L.P. and the City of Inver Grove Heights for Parcels 31, 33 and 34 is hereby approved and the Mayor and Deputy Clerk are authorized to execute the same.
5. The attached Permanent Public Street, Utility and Drainage Easement and Temporary Construction Easement between Enterprise Products Operating, L.P., Ferrellgas, L.P. and the City of Inver Grove Heights for Parcel 35 is hereby approved and the Mayor and Deputy Clerk are authorized to execute the same.
6. The attached Quit Claim Deed from Enterprise Products Operating, L.P. to the City of Inver Grove Heights for access rights to and from IGH Parcels 31, 33 and 34 is hereby approved.
7. The attached Quit Claim Deed from Enterprise Products Operating, L.P. to the City of Inver Grove Heights for access rights to and from IGH Parcel 35 is hereby approved.
8. The attached Quit Claim Deed from Ferrellgas, L.P. to the City of Inver Grove Heights for access rights to and from IGH Parcel 35 is hereby approved.
9. The City Attorney is authorized to execute the appropriate settlement documents on behalf of the City and take such action as may be reasonably necessary to make minor changes to the settlement documents and finalize this relatively complicated "global settlement".

Passed this 8th day of December, 2008.

George Tourville, Mayor

Attest:

Melissa Rheume, Deputy City Clerk

STATE OF MINNESOTA

DISTRICT COURT

COUNTY OF DAKOTA

FIRST JUDICIAL DISTRICT

COURT FILE NO. 19 HA CV-08-742

City of Inver Grove Heights,
a Minnesota municipal corporation,

Petitioner,

vs.

Dayton Holding, Inc., a North Dakota corporation; Wilfred W. Krech and Mary C. Krech, husband and wife; Hitching Post Real Estate, LLC, a Minnesota limited liability company; Zeien's Holding, LLC, a Minnesota limited liability company; Dakota County Treasurer/Auditor; Dakota County Board of Commissioners; State of Minnesota; CRS Management, LLC, a Minnesota limited liability company; First National Bancorp of River Falls, a Wisconsin corporation, a/k/a First National Bank of River Falls, a Wisconsin corporation, a/k/a First National Bank; Northern States Power, a Minnesota corporation, a/k/a Xcel Energy, Inc., a Minnesota corporation; Williams Brothers Pipe Line Company, a Delaware corporation; Wood River Pipeline Company, a Delaware corporation, n/k/a KOCH PIPELINES, INC., a Delaware corporation; ENTERPRISE PRODUCTS OPERATING L.P., a Delaware limited partnership; FERRELLGAS, L.P., a Delaware limited partnership; FERRELLGAS, INC., a Delaware corporation, general Partner of FERRELLGAS, L.P.; ASSOCIATES COMMERCIAL CORPORATION, a Delaware corporation, a/k/a ASSOCIATES COMMERCIAL FINANCE CORPORATION, a Delaware corporation, n/k/a CITICAPITAL COMMERCIAL CORPORATION, a Delaware corporation; Kenneth H. Kraft and Dana R. Kraft, husband and wife; Commissioner of The Minnesota Pollution Control Agency; Crosby American Properties, Inc., a Minnesota corporation; Watrud Properties, LLC, a Minnesota limited liability

**STIPULATION
FOR AWARD**

Case Type: Condemnation

company; GAINEY REALTY AND INVESTMENT CORPORATION, a Michigan corporation; Clark Road Properties Limited Liability Company, a Minnesota limited liability company; a/k/a Clark Road Properties, L.L.C., a Minnesota limited liability company; PRAXAIR, Inc., a Delaware corporation; Pabst Meat Supply, Inc., a Minnesota corporation; Chicago and North Western Transportation Company, a Delaware corporation; Pabst Properties Limited Partnership, a Minnesota limited partnership, a/k/a Pabst Properties I LP, a Minnesota limited partnership; Pabst Properties II LP, a Minnesota limited partnership; and all others claiming any interest in the property described in Petitioner's Petition,

Respondents.

**IN THE MATTER OF CONDEMNATION
OF REAL PROPERTY EASEMENTS
LOCATED IN THE CITY OF INVER GROVE HEIGHTS,
COUNTY OF DAKOTA, MINNESOTA,
FOR THE EXTENSION OF TRUNK SANITARY SEWER MAINS
AND RELATED PUBLIC IMPROVEMENTS
FOR SOUTHERN SANITARY SEWER SYSTEM WEST**

WHEREAS, Petitioner and Enterprise Products Operating L.P., a Delaware limited partnership ("Enterprise") have negotiated a settlement after Petitioner's service and commencement of the above-entitled action pursuant to Minn. Stat. § 117.055 and after appointment of commissioners pursuant to Minn. Stat. § 117.085.

NOW THEREFORE, IT IS HEREBY STIPULATED AND AGREED by and between legal counsel for the Petitioner and legal counsel for Enterprise that the parties shall accept a Commissioners' Award in the amount of \$77,000.00 for just compensation for the easement rights described in the Petition as Parcels IGH-31, 33, 34 and 35; and, a separate Commissioners' Award of reasonable appraisal fees of \$5,000.00 pursuant to Minn. Stat. § 117.036. This agreement fully and finally settles the claims that pertain to the condemnation of easement rights

described in the Petition as Parcels IGH-31, 33, 34 and 35 including attorneys fees, litigation expenses, appraisal fees, other experts fees and other related costs as may be claimed under Minn. Stat. § 117.012 though Minn. Stat. § 117.57. Both the Petitioner and Enterprise agree not to appeal from said award. A quick-take payment of \$36,000.00 has been paid by Petitioner and received by Enterprise, leaving a balance of \$41,000.00 owing for additional just compensation and a balance of \$5,000.00 owing for appraisal fees.

IT IS FURTHER STIPULATED AND AGREED that the parties agree that it is their joint intent to execute and record separate public street, utility and drainage easement agreements that include the easement rights described in the Petition as Parcels IGH-31, 33, 34 and 35 together with the conveyance T.H. 52/55 access rights adjacent thereto upon Petitioner's payment of the above-referenced additional just compensation award and appraisal fee award, and upon the contemporaneous settlement of a pending special assessment appeal filed as Dakota County District Court File No. 19HA-CV-08-2494.

IT IS FURTHER STIPULATED AND AGREED that Petitioner shall secure the Commissioners' execution of the attached Partial Report of Commissioners, and Petitioner shall file said Report with the court administrator, pay the Commissioners, and notify the persons listed in said Report pursuant to Minnesota Statutes, § 117.115.

IT IS FURTHER STIPULATED AND AGREED that the Order for transfer of title and possession dated July 21, 2008, and filed herein on July 22, 2008, shall remain in full force and effect as to the easement rights described in the Petition as Parcels IGH-31, 33, 34 and 35, and Petitioner's right to file a final certificate under Minnesota Statutes, § 117.205 shall be unaffected by this Stipulation.

Dated: _____, 2008.

LeVANDER, GILLEN & MILLER, P.A.

Timothy J. Kuntz, Lic. No. 58993
Jay P. Karlovich, Lic. No. 247650
633 South Concord Street, Suite 400
South St. Paul, MN 55075
(651) 451-1831
Attorneys for Petitioner

Dated: _____, 2008.

FULBRIGHT AND JAWORSKI L.L.P.

Patrick R. Martin, Lic. No. _____
2100 IDS Center
80 South Eighth Street
Minneapolis, MN 55402-2112
(612) 321-2205
Attorneys for Respondent Enterprise
Products Operating L.P.

STATE OF MINNESOTA
COUNTY OF DAKOTA

DISTRICT COURT
FIRST JUDICIAL DISTRICT
COURT FILE NO. 19 HA CV-08-742

City of Inver Grove Heights,
a Minnesota municipal corporation,

Petitioner,

vs.

Dayton Holding, Inc., a North Dakota corporation; Wilfred W. Krech and Mary C. Krech, husband and wife; Hitching Post Real Estate, LLC, a Minnesota limited liability company; Zeien's Holding, LLC, a Minnesota limited liability company; Dakota County Treasurer/Auditor; Dakota County Board of Commissioners; State of Minnesota; CRS Management, LLC, a Minnesota limited liability Company; First National Bancorp of River Falls, a Wisconsin corporation, a/k/a First National Bank of River Falls, a Wisconsin corporation, a/k/a First National Bank; Northern States Power, a Minnesota corporation, a/k/a Xcel Energy, Inc., a Minnesota corporation; Williams Brothers Pipe Line Company, a Delaware corporation; Wood River Pipeline Company, a Delaware corporation, n/k/a KOCH PIPELINES, INC., a Delaware corporation; ENTERPRISE PRODUCTS OPERATING L.P., a Delaware limited partnership; FERRELLGAS, L.P., a Delaware limited partnership; FERRELLGAS, INC., a Delaware corporation, general Partner of FERRELLGAS, L.P.; ASSOCIATES COMMERCIAL CORPORATION, a Delaware corporation, a/k/a ASSOCIATES COMMERCIAL FINANCE CORPORATION, a Delaware corporation, n/k/a CITICAPITAL COMMERCIAL CORPORATION, a Delaware corporation; Kenneth H. Kraft and Dana R. Kraft, husband and wife; Commissioner of The Minnesota Pollution Control Agency; Crosby American Properties, Inc., a Minnesota corporation; Watrud Properties, LLC, a Minnesota limited liability

**PARTIAL REPORT
OF COMMISSIONERS**

Case Type: Condemnation

company; GAINNEY REALTY AND INVESTMENT CORPORATION, a Michigan corporation; Clark Road Properties Limited Liability Company, a Minnesota limited liability company; a/k/a Clark Road Properties, L.L.C., a Minnesota limited liability company; PRAXAIR, Inc., a Delaware corporation; Pabst Meat Supply, Inc., a Minnesota corporation; Chicago and North Western Transportation Company, a Delaware corporation; Pabst Properties Limited Partnership, a Minnesota limited partnership, a/k/a Pabst Properties I LP, a Minnesota limited partnership; Pabst Properties II LP, a Minnesota limited partnership; and all others claiming any interest in the property described in Petitioner's Petition,

Respondents.

**IN THE MATTER OF CONDEMNATION
OF REAL PROPERTY EASEMENTS
LOCATED IN THE CITY OF INVER GROVE HEIGHTS,
COUNTY OF DAKOTA, MINNESOTA,
FOR THE EXTENSION OF TRUNK SANITARY SEWER MAINS
AND RELATED PUBLIC IMPROVEMENTS
FOR SOUTHERN SANITARY SEWER SYSTEM WEST**

PARTIAL REPORT OF COMMISSIONERS

To the Court above named:

The undersigned Commissioners appointed by this Court in the above entitled matter by Order of the Court, do hereby report as follows:

I.

We met at in the office of the Court Administrator and took the oath prescribed by law.

II.

We make the following award for damages sustained by the respondents by reason of the taking.

As to the lands described as PARCEL IGH-31, 33, 34 & 35 (“Enterprise Products

Operating LP”):

<u>Interest</u>	<u>Award</u>	<u>Name</u>
Fee Owners	\$77,000.00	Enterprise Products Operating L.P., a Delaware limited partnership
	NONE	Ferrellgas, L.P. a Delaware limited Partnership
	NONE	Ferrellgas, Inc., a Delaware corporation, general partner of Ferrellgas, L.P.
Secured Parties	NONE	ASSOCIATES COMMERCIAL CORPORATION, a Delaware corporation, a/k/a ASSOCIATES COMMERCIAL FINANCE CORPORATION, a Delaware corporation, n/k/a CITICAPITAL COMMERCIAL CORPORATION, a Delaware corporation
	NONE	CITICAPITAL COMMERCIAL CORPORATION, a Delaware corporation
Easement Holders	NONE	Northern States Power Company (a/k/a Xcel Energy Inc.)
	NONE	Xcel Energy, Inc., a Minnesota corporation

<u>Interest</u>	<u>Award</u>	<u>Name</u>
Easement Holders (continued)	NONE	Kenneth H. Kraft Dana R. Kraft
	NONE	Minnesota Pollution Control Agency
	NONE	Crosby American Properties, Inc., a Minnesota corp. (statutorily dissolved 12/31/93)
	NONE	State of Minnesota
Property Taxing Authority	NONE	County of Dakota

The above award is made on the basis and condition that the date of passage of title and right of possession and the date of valuation is July 28, 2008, pursuant to Minn. Stat. § 117.042.

The above award of commissioners is based on the condition that the real estate taxes due and payable in 2009 or in prior years on the lands acquired by the Petitioner are the responsibility of the owners (or lessees) herein.

As a further basis and condition of this award, Enterprise Products Operating L.P., a Delaware limited partnership ("Enterprise"), acknowledges the receipt of Petitioner's quick-take deposit of \$36,000.00 and accrued interest thereon paid by the Court Administrator. Said funds were deposited for the owners pursuant to Minn. Stat. § 117.042. Thereafter, Enterprise requested that the Court release and pay the \$36,000.00 quick-take deposit together with accrued interest to Enterprise, and the other fee owners unconditionally assigned any interest in said quick-take deposit to Enterprise. The \$36,000.00 quick-take payment will be credited against the full award of \$77,000.00, thereby leaving an additional \$41,000.00 payment to be paid by the

Petitioner to the fee owners. Petitioner and the fee owners have agreed to the \$77,000.00 award. Petitioner and the fee owner have also agreed that no interest shall be paid on the additional \$41,000.00 payment referenced above.

In addition, as a separate award, we the undersigned commissioners, pursuant to Minn. Stat. § 117.085, award to the fee owners reasonable appraisal fees in the amount of \$5,000.00.

The foregoing award assumes that the above-referenced lands are free of all pollutants, contaminants and hazardous wastes. The Commission has not assessed any damages for the presence of pollutants, contaminants, and hazardous wastes on said lands. This award is made with the express understanding that the Petitioner has reserved all rights to recover damages testing costs, and clean-up costs attributable to the existence of pollutants, contaminants or hazardous waste on said lands from respondents in a separate legal action. The Commission has not considered the impact of pollutants, contaminants and hazardous waste on the fair market value of said lands either before or after the taking in its assessment of damages for the taking.

III.

The Order of the Court appointing the Commissioners affixed compensation in the sum of \$250 per day for each and every day occupied by the Commissioners in their performance of their duties as such and reimbursement for mileage at the applicable IRS rate per mile. We further report that in the performance of our duties as Commissioners we were occupied for the following number of days and incurred mileage costs as follows:

Commission Chair: Name: Terry Kallin; Days: _____; Miles: _____

Commissioner: Name: Richard Heinen; Days: _____; Miles: _____

Commissioner: Name: Michael O'Toole; Days: _____; Miles: _____

Dated: _____

SIGNED:

PARCELS 31, 33 AND 34 PERMANENT UTILITY AND DRAINAGE EASEMENT

AND

TEMPORARY CONSTRUCTION EASEMENT

THIS EASEMENT, made, granted and conveyed this _____ day of _____, 2008, between **Enterprise Products Operating L.P.**, a Delaware limited partnership, hereinafter referred to as the “Landowner” and the **City of Inver Grove Heights**, a municipal corporation organized under the laws of the State of Minnesota, hereinafter referred to as the “City.”

The Landowner owns the real property situated within Dakota County, Minnesota as described on the attached **Exhibit A** (hereinafter “Landowner’s Property”).

The Landowner in consideration of the sum of One Dollar and other good and valuable consideration to it in hand paid by the City, the receipt and sufficiency of which is hereby acknowledged, does hereby grant and convey unto the City, its successors and assigns, the following:

- 1.) **A permanent easement for utility and drainage purposes and all such purposes ancillary, incident or related thereto** (hereinafter “Permanent Easement”) under, over, across, through and upon that real property identified and legally described on **Exhibit B**, (hereinafter the “Permanent Easement Area”) attached hereto and incorporated herein by reference; and
- 2.) **A temporary easement for grading, sloping and construction purposes, and all such purposes ancillary, incident or related thereto** (hereinafter “Temporary Easement”) under, over, across, through and upon that real property identified and legally described on **Exhibit B**, (hereinafter the “Temporary Easement Area”) attached hereto and incorporated herein by reference. The Temporary Easement shall expire on December 31, 2009.

The Permanent Easement rights granted herein are forever and shall include, but not be limited to, the construction, maintenance, repair and replacement of any sanitary sewer, storm sewer, water mains, any utilities, underground pipes, conduits, other utilities and mains, and all facilities and improvements ancillary, incident or related thereto, under, over, across, through and upon the Permanent Easement Area.

EXEMPT FROM STATE DEED TAX

The rights of the City also include the right of the City, its contractors, agents and servants:

- a.) to enter upon the Permanent Easement Area at all reasonable times for the purposes of construction, reconstruction, inspection, repair, replacement, grading, sloping, and restoration relating to the purposes of this Easement; and
- b.) to maintain the Permanent Easement Area, any City improvements and any underground pipes, conduits, or mains, together with the right to excavate and refill ditches or trenches for the location of such pipes, conduits or mains; and
- c.) to remove from the Permanent Easement Area trees, brush, herbage, aggregate, undergrowth and other obstructions interfering with the location, construction and maintenance of the pipes, conduits, or mains and to deposit earthen material in and upon the Permanent Easement Area; and
- d.) to remove or otherwise dispose of all earth or other material excavated from the Permanent Easement Area as the City may deem appropriate; and
- e.) to enter upon the Temporary Easement Area during the term of its existence for the purposes of construction, inspection, grading, sloping, and restoration relating to the purposes of this Easement; and
- f.) to maintain the Temporary Easement Area during the term of its existence, together with the right to excavate and refill ditches or trenches for the location of such pipes, conduits or mains; and
- g.) to remove from the Temporary Easement Area during the term of its existence trees, brush, herbage, aggregate, undergrowth and other obstructions interfering with the location, construction and maintenance of the pipes, conduits, or mains and to deposit earthen material in and upon the Temporary Easement Area; and
- h.) to remove or otherwise dispose of all earth or other material excavated from the Temporary Easement Area during the term of its existence as the City may deem appropriate.

The City shall not be responsible for any costs, expenses, damages, demands, obligations, penalties, attorneys' fees and losses resulting from any claims, actions, suits, or proceedings based upon a release or threat of release of any hazardous substances, petroleum, pollutants, and contaminants which may have existed on, or which relate to, the Permanent or Temporary Easement Areas or the Landowner's Property prior to the date hereof.

Nothing contained herein shall be deemed a waiver by the City of any governmental immunity defenses, statutory or otherwise. Further, any and all claims brought by Landowner, its successors or assigns, shall be subject to any governmental immunity defenses of the City and the maximum liability limits provided by Minnesota Statute, Chapter 466.

The Landowner, for itself and its successors and assigns, does hereby warrant to and covenant with the City, its successors and assigns, that it is well seized in fee of the Landowner's Property described on Exhibit A and the Permanent and Temporary Easement Areas described on Exhibit B and has good right to grant and convey the Permanent and Temporary Easements herein to the City.

IN TESTIMONY WHEREOF, the Landowner and the City have caused this Easement to be executed as of the day and year first above written.

**ENTERPRISE PRODUCTS OPERATING
L.P.**

CITY OF INVER GROVE HEIGHTS

By: _____

George Tourville

Its: _____

Its: Mayor

ATTEST:

Melissa Rheaume, Deputy City Clerk

NOTARY BLOCKS

STATE OF MINNESOTA)
)
COUNTY OF DAKOTA) ss.

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

STATE OF _____)
)
COUNTY OF _____) ss.

On this ___ day of ___, 2008, before me a Notary Public within and for said County, personally appeared _____ to me personally known, who being by me duly sworn, did say that he/she is the _____ of Enterprise Products Operating L.P., a Delaware limited partnership, the entity named in the foregoing instrument, and that said instrument was signed on behalf of said entity by authority of its Partners and said _____ acknowledged said instrument to be the free act and deed of the entity.

Notary Public

This instrument was drafted by:
Timothy J. Kuntz
LeVander, Gillen & Miller, P.A.
633 South Concord Street, Suite 400
South St. Paul, Minnesota 55075
(651)451-1831

After recording, please return to:
Timothy J. Kuntz
LeVander, Gillen & Miller
633 South Concord Street, Suite 400
South St. Paul, Minnesota 55075
(651)451-1831

EXHIBIT A

LEGAL DESCRIPTION OF LANDOWNER'S PROPERTY
(Torrens property, Certificate No. 142848)

Real Property located in the City of Inver Grove Heights, Dakota County, Minnesota, described as follows:

That part of Lot 2, Auditor's Subdivision No. 44, Inver Grove, and that part of the Southeast Quarter of the Southwest Quarter of Section 27, Township 27 North, Range 22 West of the 4th Principal Meridian lying West of the Westerly right-of-way of State Trunk Highway No. 55 and 56 described as follows: Beginning at a point on the North line of said Southeast Quarter of the Southwest Quarter which is 133 feet East of the Northwest corner thereof, said point being marked by a judicial landmark; thence Southeasterly to a point on the South line of the North 150.00 feet of said Southeast Quarter of the Southwest Quarter which is 223 feet East of the West line of said Southeast Quarter of the Southwest Quarter when measured along said South line, said point being marked by a judicial landmark; thence West along said South line to said West line, said point being marked by a judicial landmark; thence South along said West line to the North line of Auditor's Subdivision No. 44, Inver Grove, said point being marked by a judicial landmark; thence East along said North line to the Northwest corner of Lot 2 of Auditor's Subdivision, said point being marked by a judicial landmark; thence Southeasterly along the West line of said Lot 2 a distance of 130.45 feet, said point being marked by a judicial landmark; thence North 81 degrees 27 minutes 37 seconds East (assuming the South line of the Southwest Quarter of said Section 27 has a bearing of East) 244.54 feet to the Westerly right-of-way of State Trunk Highway No. 55 and 56, said point being marked by a judicial landmark; thence North 20 degrees 06 minutes 33 seconds West 57.41 feet to a judicial landmark; thence North 20 degrees 06 minutes 33 seconds West 40 feet to a judicial landmark; thence Northwesterly a distance of 324.97 feet along a curve concave to the Northeast and not tangent with the last described line, said curve has a radius of 1482 .39 feet, a central angle of 12 degrees 33 minutes 37 seconds, and a chord of said curve bears North 25 degrees 59 minutes 02 seconds West to a judicial landmark; thence South 69 degrees 45 minutes 15 seconds West 16 feet to a point on a 5729.58 foot radius non-tangential curve, said point being marked by a judicial landmark, the center of said curve bears North 70 degrees 28 minutes 14 seconds East from said point; thence Northwesterly along said curve to a point on the North line of said Southeast Quarter of the Southwest Quarter, said point being marked by a judicial landmark; thence Westerly to the point of beginning.

EXCEPTING THEREFROM:

That part of Lot 2, Auditor's Subdivision No. 44, Inver Grove, and that part of the Southeast Quarter of the Southwest Quarter of Section 27, Township 27 North, Range 22 West of the 4th Principal Meridian lying West of the Westerly right-of-way of State Trunk Highway No. 55 and 56 described as follows:

Commencing at a point on the North line of said Southeast Quarter of the Southwest Quarter which is 133 feet East of the Northwest corner thereof, said point being marked by a judicial landmark; thence Southeasterly to a point on the South line of the North 150.00 feet of said Southeast Quarter of the Southwest Quarter which is 223 feet East of the West line of said Southeast Quarter of the Southwest Quarter when measured along said South line, said point being marked by a judicial landmark; thence West along said South line to said West line, said point being marked by a judicial landmark; thence South along said West line to the North line of Auditor's Subdivision No. 44, Inver Grove, said point being marked by a judicial landmark; thence East along said North line to the Northwest corner of Lot 2 of said Auditor's Subdivision, said point being marked by a judicial landmark and being the point of beginning; thence Southeasterly along the West line of said Lot 2 a distance of 130.45 feet, said point being marked by a judicial landmark; thence North 81 degrees 27 minutes 37 seconds East (assuming the South line of the Southwest Quarter of said Section 27 has a bearing of East) 244.54 feet to the Westerly right-of-way of State Trunk Highway No. 55 and 56, said point being marked by a judicial landmark; thence North 20 degrees 06 minutes 33 seconds West 57.41 feet to a judicial landmark; thence North 20 degrees 06 minutes 33 seconds West along said West line of right-of-way of State Trunk Highway No. 55 and 56 to intersect with the easterly production of the North line of said Lot 2; thence along the North line of said Lot 2 and its Easterly production to the point of beginning.

(the "Landowner's Property").

EXHIBIT B
LEGAL DESCRIPTION OF EASEMENT AREAS

A permanent easement for utility and drainage purposes and all such purposes ancillary, incident or related thereto, over, under, across, through and upon that part of the Landowner's Property lying easterly of the following described line:

Commencing at the most easterly corner of Outlot D, GAINNEY ADDITION, Dakota County, Minnesota; thence on an assumed bearing of South 72 degrees 02 minutes 33 seconds West along the southeasterly line of said Outlot D 233.69 feet to the point of beginning of said line to be described; thence northeasterly 213.40 feet along a non-tangential curve to the left having a radius of 295.00 feet and a central angle of 41 degrees 26 minutes 47 seconds; thence North 3 degrees 15 minutes 41 seconds West 36.63 feet; thence North 4 degrees 38 minutes 33 seconds West 101.40 feet to the Westerly right-of-way of State Trunk Highway No. 55 and 56 and there terminating.

(the "Permanent Easement Area").

Together with:

A temporary easement for grading, sloping and construction purposes, and all such purposes ancillary, incident or related thereto over, under, across, through and upon that part of the Landowner's Property lying westerly of the aforementioned Permanent Easement Area and lying easterly of the following described line:

Commencing at the most easterly corner of Outlot D, GAINNEY ADDITION, Dakota County, Minnesota; thence on an assumed bearing of South 72 degrees 02 minutes 33 seconds West along the southeasterly line of said Outlot D 284.58 feet to the point of beginning of said line to be described; thence North 17 degrees 57 minutes 27 seconds West 26.85 feet to a point hereinafter referred to as Point A; thence northeasterly 356.40 feet along a non-tangential curve to the left having a radius of 255.00 feet and a central angle of 80 degrees 04 minutes 46 seconds, the center of said curve bears North 29 degrees 41 minutes 47 seconds West from said Point A; thence northwesterly 391.79 feet along a tangential curve to the right having a radius of 5554.34 feet and a central angle of 4 degrees 02 minutes 29 seconds to the north line of said Southeast Quarter of the Southwest Quarter and there terminating.

Said Temporary Easement shall expire on December 31, 2009.
(the "Temporary Easement Area").

L:\CLIENTS\810\81000\09012\Parcel 31, 33 & 34 - Enterprise Products\Perm Drain and Util with TE, March 18, 2008.doc

PARCEL 35 PERMANENT UTILITY AND DRAINAGE EASEMENT

AND

TEMPORARY CONSTRUCTION EASEMENT

THIS EASEMENT, made, granted and conveyed this _____ day of _____, 2008, between **Enterprise Products Operating L.P.**, a Delaware limited partnership, and **Ferrellgas, L.P.**, a Delaware limited partnership, hereinafter collectively referred to as the "Landowner" and the **City of Inver Grove Heights**, a municipal corporation organized under the laws of the State of Minnesota, hereinafter referred to as the "City."

The Landowner owns the real property situated within Dakota County, Minnesota as described on the attached **Exhibit A** (hereinafter "Landowner's Property").

The Landowner in consideration of the sum of One Dollar and other good and valuable consideration to it in hand paid by the City, the receipt and sufficiency of which is hereby acknowledged, does hereby grant and convey unto the City, its successors and assigns, the following:

- 1.) A **permanent easement for utility and drainage purposes and all such purposes ancillary, incident or related thereto** (hereinafter "Permanent Easement") under, over, across, through and upon that real property identified and legally described on **Exhibit B**, (hereinafter the "Permanent Easement Area") attached hereto and incorporated herein by reference; and
- 2.) A **temporary easement for grading, sloping and construction purposes, and all such purposes ancillary, incident or related thereto** (hereinafter "Temporary Easement") under, over, across, through and upon that real property identified and legally described on **Exhibit B**, (hereinafter the "Temporary Easement Area") attached hereto and incorporated herein by reference. The Temporary Easement shall expire on December 31, 2009.

The Permanent Easement rights granted herein are forever and shall include, but not be limited to, the construction, maintenance, repair and replacement of any sanitary sewer, storm sewer, water mains, any utilities, underground pipes, conduits, other utilities and mains, and all facilities and improvements ancillary, incident or related thereto, under, over, across, through and upon the Permanent Easement Area.

EXEMPT FROM STATE DEED TAX

The rights of the City also include the right of the City, its contractors, agents and servants:

- a.) to enter upon the Permanent Easement Area at all reasonable times for the purposes of construction, reconstruction, inspection, repair, replacement, grading, sloping, and restoration relating to the purposes of this Easement; and
- b.) to maintain the Permanent Easement Area, any City improvements and any underground pipes, conduits, or mains, together with the right to excavate and refill ditches or trenches for the location of such pipes, conduits or mains; and
- c.) to remove from the Permanent Easement Area trees, brush, herbage, aggregate, undergrowth and other obstructions interfering with the location, construction and maintenance of the pipes, conduits, or mains and to deposit earthen material in and upon the Permanent Easement Area; and
- d.) to remove or otherwise dispose of all earth or other material excavated from the Permanent Easement Area as the City may deem appropriate; and
- e.) to enter upon the Temporary Easement Area during the term of its existence for the purposes of construction, inspection, grading, sloping, and restoration relating to the purposes of this Easement; and
- f.) to maintain the Temporary Easement Area during the term of its existence, together with the right to excavate and refill ditches or trenches for the location of such pipes, conduits or mains; and
- g.) to remove from the Temporary Easement Area during the term of its existence trees, brush, herbage, aggregate, undergrowth and other obstructions interfering with the location, construction and maintenance of the pipes, conduits, or mains and to deposit earthen material in and upon the Temporary Easement Area; and
- h.) to remove or otherwise dispose of all earth or other material excavated from the Temporary Easement Area during the term of its existence as the City may deem appropriate.

The City shall not be responsible for any costs, expenses, damages, demands, obligations, penalties, attorneys' fees and losses resulting from any claims, actions, suits, or proceedings based upon a release or threat of release of any hazardous substances, petroleum, pollutants, and contaminants which may have existed on, or which relate to, the Permanent or Temporary Easement Areas or the Landowner's Property prior to the date hereof.

Nothing contained herein shall be deemed a waiver by the City of any governmental immunity defenses, statutory or otherwise. Further, any and all claims brought by Landowner, its successors or assigns, shall be subject to any governmental immunity defenses of the City and the maximum liability limits provided by Minnesota Statute, Chapter 466.

The Landowner, for itself and its successors and assigns, does hereby warrant to and covenant with the City, its successors and assigns, that it is well seized in fee of the Landowner's Property described on Exhibit A and the Permanent and Temporary Easement Areas described on Exhibit B and has good right to grant and convey the Permanent and Temporary Easements herein to the City.

IN TESTIMONY WHEREOF, the Landowner and the City have caused this Easement to be executed as of the day and year first above written.

**ENTERPRISE PRODUCTS OPERATING
L.P.**

CITY OF INVER GROVE HEIGHTS

By: _____

George Tourville

Its: _____

Its: Mayor

FERRELLGAS, L.P.

ATTEST:

By: _____

Melissa Rheaume, Deputy City Clerk

Its: _____

NOTARY BLOCKS

STATE OF MINNESOTA)
)
COUNTY OF DAKOTA) ss.

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

Notary Public

STATE OF _____)
)
COUNTY OF _____) ss.

On this ____ day of _____, 2008, before me a Notary Public within and for said County, personally appeared _____ to me personally known, who being by me duly sworn, did say that he/she is the _____ of **Enterprise Products Operating L.P.**, a Delaware limited partnership, the entity named in the foregoing instrument, and that said instrument was signed on behalf of said entity by authority of its Partners and said _____ acknowledged said instrument to be the free act and deed of the entity.

Notary Public

STATE OF _____)
)
COUNTY OF _____) ss.

On this _____ day of _____, 2008, before me a Notary Public within and for said County, personally appeared _____ to me personally known, who being by me duly sworn, did say that he/she is the _____ of **Ferrellgas, L.P.**, a Delaware limited partnership, the entity named in the foregoing instrument, and that said instrument was signed on behalf of said entity by authority of its Partners and said _____ acknowledged said instrument to be the free act and deed of the entity.

Notary Public

This instrument was drafted by:
Timothy J. Kuntz
LeVander, Gillen & Miller, P.A.
633 South Concord Street, Suite 400
South St. Paul, Minnesota 55075
(651)451-1831

After recording, please return to:
Timothy J. Kuntz
LeVander, Gillen & Miller
633 South Concord Street, Suite 400
South St. Paul, Minnesota 55075
(651)451-1831

EXHIBIT A

LEGAL DESCRIPTION OF LANDOWNER'S PROPERTY
(part abstract property and part Torrens property, Certificate No. 142848)

Real Property located in the City of Inver Grove Heights, Dakota County, Minnesota, described as follows:

Outlot D, GAINEY ADDITION, Dakota County, Minnesota.

(the "Landowner's Property").

EXHIBIT B

LEGAL DESCRIPTION OF EASEMENT AREAS

A permanent easement for utility and drainage purposes and all such purposes ancillary, incident or related thereto, over, under, across, through and upon that part of the Landowner's Property lying easterly of the following described line:

Commencing at the most easterly corner of said Outlot D, GAINEY ADDITION, Dakota County, Minnesota; thence on an assumed bearing of South 72 degrees 02 minutes 33 seconds West along the southeasterly line of said Outlot D 233.69 feet to the point of beginning of said line to be described; thence northeasterly 213.40 feet along a non-tangential curve to the left having a radius of 295.00 feet and a central angle of 41 degrees 26 minutes 47 seconds and there terminating. The center of said curve bears North 38 degrees 20 minutes 47 seconds West 295.00 feet from said point of beginning.

(the "Permanent Easement Area").

Together with:

A temporary easement for grading, sloping and construction purposes, and all such purposes ancillary, incident or related thereto over, under, across, through and upon that part of the Landowner's Property lying westerly of the aforementioned Permanent Easement Area and easterly of the following described line:

Commencing at the most easterly corner of said Outlot D; thence on an assumed bearing of South 72 degrees 02 minutes 33 seconds West along the southeasterly line of said Outlot D 284.58 feet to the point of beginning of said line to be described; thence North 17 degrees 57 minutes 27 seconds West 26.85 feet to a point hereinafter referred to as Point A; thence northeasterly 356.40 feet along a non-tangential curve to the left having a radius of 255.00 feet and a central angle of 80 degrees 04 minutes 46 seconds and there terminating. The center of said curve bears North 29 degrees 41 minutes 47 seconds West 255.00 feet from said Point A.

Said Temporary Easement shall expire on December 31, 2009.

(the "Temporary Easement Area").

DEED TAX DUE: \$ _____
Date: _____

FOR VALUABLE CONSIDERATION, ENTERPRISE PRODUCTS OPERATING, L.P.

a _____ limited partnership _____ under the laws of _____ Delaware
Grantor, hereby conveys and quitclaims to City of Inver Grove Heights

Grantee, a _____ municipal corporation _____ under the laws of _____ Minnesota
real property in _____ Dakota _____ County, Minnesota, described as follows:

See Exhibit 31, 33 and 34, attached hereto and made a part hereof.

together with all hereditaments and appurtenances.

Check box if applicable:

- The Seller certifies that the seller does not know of any wells on the described real property.
- A well disclosure certificate accompanies this document.
- I am familiar with the property described in this instrument and I certify that the status and number of wells on the described real property have not changed since the last previously filed well disclosure certificate.

ENTERPRISE PRODUCTS OPERATING, L.P.

Affix Deed Tax Stamp Here

STATE OF _____ }
COUNTY OF _____ } ss.

By _____
Its _____
By _____
Its _____

This instrument was acknowledged before me on _____ (Date)

by _____ and _____
the _____ and _____
of ENTERPRISE PRODUCTS OPERATING, L.P.

a _____ limited partnership _____ under the laws of _____ Delaware
on behalf of the _____ limited partnership

NOTARIAL STAMP OR SEAL (OR OTHER TITLE OIL RANK)

SIGNATURE OF NOTARY PUBLIC OR OTHER OFFICIAL

Check here if part or all of the land is Registered (Torrens)
Tax Statements for the real property described in this instrument should be sent to (include name and address of Grantee):

THIS INSTRUMENT WAS DRAFTED BY (NAME AND ADDRESS):
Timothy J. Kuntz
LeVander, Gillen & Miller, P.A.
633 South Concord Street
Suite 400
South St. Paul, MN 55075-
Ph: 651-451-1831 / Fax: 651-450-7384
58993

ENTERPRISE PRODUCTS OPERATING, L.P.
c/o Ad Valorem Tax Dept. 401
P.O. Box 4018
Houston, TX 77210-4018

Exhibit 31, 33 and 34
Access Rights Legal Description
(part abstract property and part Torrens property, Certificate No. 142848)

All rights of access, including all rights of ingress and egress, to and from State of Minnesota Trunk Highway 52/55, to and from "Grantor's Property" described below:

"Grantor Property" is legally described as:

Real Property located in the City of Inver Grove Heights, Dakota County, Minnesota, described as follows:

That part of Lot 2, Auditor's Subdivision No. 44, Inver Grove, and that part of the Southeast Quarter of the Southwest Quarter of Section 27, Township 27 North, Range 22 West of the 4th Principal Meridian lying West of the Westerly right-of-way of State Trunk Highway No. 55 and 56 described as follows: Beginning at a point on the North line of said Southeast Quarter of the Southwest Quarter which is 133 feet East of the Northwest corner thereof, said point being marked by a judicial landmark; thence Southeasterly to a point on the South line of the North 150.00 feet of said Southeast Quarter of the Southwest Quarter which is 223 feet East of the West line of said Southeast Quarter of the Southwest Quarter when measured along said South line, said point being marked by a judicial landmark; thence West along said South line to said West line, said point being marked by a judicial landmark; thence South along said West line to the North line of Auditor's Subdivision No. 44, Inver Grove, said point being marked by a judicial landmark; thence East along said North line to the Northwest corner of Lot 2 of Auditor's Subdivision, said point being marked by a judicial landmark; thence Southeasterly along the West line of said Lot 2 a distance of 130.45 feet, said point being marked by a judicial landmark; thence North 81 degrees 27 minutes 37 seconds East (assuming the South line of the Southwest Quarter of said Section 27 has a bearing of East) 244.54 feet to the Westerly right-of-way of State Trunk Highway No. 55 and 56, said point being marked by a judicial landmark; thence North 20 degrees 06 minutes 33 seconds West 57.41 feet to a judicial landmark; thence North 20 degrees 06 minutes 33 seconds West 40 feet to a

judicial landmark; thence Northwesterly a distance of 324.97 feet along a curve concave to the Northeast and not tangent with the last described line, said curve has a radius of 1482 .39 feet, a central angle of 12 degrees 33 minutes 37 seconds, and a chord of said curve bears North 25 degrees 59 minutes 02 seconds West to a judicial landmark; thence South 69 degrees 45 minutes 15 seconds West 16 feet to a point on a 5729.58 foot radius non-tangential curve, said point being marked by a judicial landmark, the center of said curve bears North 70 degrees 28 minutes 14 seconds East from said point; thence Northwesterly along said curve to a point on the North line of said Southeast Quarter of the Southwest Quarter, said point being marked by a judicial landmark; thence Westerly to the point of beginning.

EXCEPTING THEREFROM:

That part of Lot 2, Auditor's Subdivision No. 44, Inver Grove, and that part of the Southeast Quarter of the Southwest Quarter of Section 27, Township 27 North, Range 22 West of the 4th Principal Meridian lying West of the Westerly right-of-way of State Trunk Highway No. 55 and 56 described as follows:

Commencing at a point on the North line of said Southeast Quarter of the Southwest Quarter which is 133 feet East of the Northwest corner thereof, said point being marked by a judicial landmark; thence Southeasterly to a point on the South line of the North 150.00 feet of said Southeast Quarter of the Southwest Quarter which is 223 feet East of the West line of said Southeast Quarter of the Southwest Quarter when measured along said South line, said point being marked by a judicial landmark; thence West along said South line to said West line, said point being marked by a judicial landmark; thence South along said West line to the North line of Auditor's Subdivision No. 44, Inver Grove, said point being marked by a judicial landmark; thence East along said North line to the Northwest corner of Lot 2 of said Auditor's Subdivision, said point being marked by a judicial landmark and being the point of beginning; thence Southeasterly along the West line of said Lot 2 a distance of 130.45 feet, said point being marked by a judicial landmark; thence North 81 degrees 27 minutes 37 seconds East (assuming the South line of the Southwest Quarter of said Section 27 has a bearing of East) 244.54

feet to the Westerly right-of-way of State Trunk Highway No. 55 and 56, said point being marked by a judicial landmark; thence North 20 degrees 06 minutes 33 seconds West 57.41 feet to a judicial landmark; thence North 20 degrees 06 minutes 33 seconds West along said West line of right-of-way of State Trunk Highway No. 55 and 56 to intersect with the easterly production of the North line of said Lot 2; thence along the North line of said Lot 2 and its Easterly production to the point of beginning.

AND

All rights of access, including all rights of ingress and egress, to and from State of Minnesota Trunk Highway 52/55 over and across the 100 foot wide Clark Road intersection with State of Minnesota Trunk Highway 52/55 as shown on the plat of GAINEY ADDITION on file and of record in the Office of the Dakota County Recorder.

AND

All rights of access, including all rights of ingress and egress, to and from the easterly 234.07 feet of Clark Road as measured along the centerline of Clark Road described as follows: Beginning at the 100 foot wide Clark Road intersection with State of Minnesota Trunk Highway 52/55 as shown on the plat of GAINEY ADDITION on file and of record in the Office of the Dakota County Recorder; thence 234.07 feet southwesterly along the centerline of Clark Road having an assumed bearing of South 72 degrees 02 minutes 33 seconds West and there terminating.

DEED TAX DUE: \$ _____
Date: _____

FOR VALUABLE CONSIDERATION, ENTERPRISE PRODUCTS OPERATING, L.P.

a _____ limited partnership _____ under the laws of _____ Delaware
Grantor, hereby conveys and quitclaims to City of Inver Grove Heights

Grantee, a _____ municipal corporation _____ under the laws of _____ Minnesota
real property in _____ Dakota _____ County, Minnesota, described as follows:

See Exhibit 35, attached hereto and made a part hereof.

together with all hereditaments and appurtenances.

Check box if applicable:

- The Seller certifies that the seller does not know of any wells on the described real property.
- A well disclosure certificate accompanies this document.
- I am familiar with the property described in this instrument and I certify that the status and number of wells on the described real property have not changed since the last previously filed well disclosure certificate.

ENTERPRISE PRODUCTS OPERATING, L.P.

Affix Deed Tax Stamp Here

STATE OF _____ }
COUNTY OF _____ } st.

By _____
Its _____
By _____
Its _____

This instrument was acknowledged before me on _____ (Date)

by _____ and _____
the _____ and _____
of ENTERPRISE PRODUCTS OPERATING, L.P.

a _____ limited partnership _____ under the laws of _____ Delaware
on behalf of the _____ limited partnership

NOTARIAL STAMP OR SEAL (OR OTHER TITLE OR RANK)

SIGNATURE OF NOTARY PUBLIC OR OTHER OFFICIAL

Check here if part or all of the land is Registered (Torrens)
Tax Statements for the real property described in this instrument should
be sent to (include name and address of Grantee):

THIS INSTRUMENT WAS DRAFTED BY (NAME AND ADDRESS):

Timothy J. Kuntz
LeVander, Gillen & Miller, P.A.
633 South Concord Street
Suite 400
South St. Paul, MN 55075-
Ph: 651-451-1831 / Fax: 651-450-7384
58993

ENTERPRISE PRODUCTS OPERATING, L.P.
c/o Ad Valorem Tax Dept. 401
P.O. Box 4018
Houston, TX 77210-4018

Exhibit 35
Access Rights Legal Description
(part abstract property and part Torrens property, Certificate No. 142848)

All rights of access, including all rights of ingress and egress, to and from State of Minnesota Trunk Highway 52/55, to and from "Grantor's Property" described below:

"Grantor Property" is legally described as:

Real Property located in the City of Inver Grove Heights,
Dakota County, Minnesota, described as follows:

Outlot D, GAINNEY ADDITION, Dakota County,
Minnesota.

AND

All rights of access, including all rights of ingress and egress, to and from State of Minnesota Trunk Highway 52/55 over and across the 100 foot wide Clark Road intersection with State of Minnesota Trunk Highway 52/55 as shown on the plat of GAINNEY ADDITION on file and of record in the Office of the Dakota County Recorder.

AND

All rights of access, including all rights of ingress and egress, to and from the easterly 234.07 feet of Clark Road as measured along the centerline of Clark Road described as follows: Beginning at the 100 foot wide Clark Road intersection with State of Minnesota Trunk Highway 52/55 as shown on the plat of GAINNEY ADDITION on file and of record in the Office of the Dakota County Recorder; thence 234.07 feet southwesterly along the centerline of Clark Road having an assumed bearing of South 72 degrees 02 minutes 33 seconds West and there terminating.

QUIT CLAIM DEED

Minnesota Uniform Conveyancing Blanks

Business Entity to Business Entity (Top 3 inches reserved for recording data)

Form 10.3.5 (2006) (31-M)

DEED TAX DUE: \$ _____

DATE: _____
(month/day/year)

FOR VALUABLE CONSIDERATION, FERRELLGAS, L.P.
(insert name of Grantor)

a, _____ limited partnership _____ under the laws of _____ Delaware _____, ("Grantor").

hereby conveys and quitclaims to City of Inver Grove Heights
(insert name of Grantee)

a municipal corporation _____ under the laws of _____ Minnesota _____, ("Grantee"),

real property in _____ Dakota _____ County, Minnesota, legally described as follows:

See Exhibit 35, attached hereto and made a part hereof.

Check here if all or part of the described real property is Registered (Torrens)
together with all hereditaments and appurtenances.

Check applicable box:

Grantor

The Seller certifies that the Seller does not know of any wells on the described real property.

FERRELLGAS, L.P.
(name of Grantor)

A well disclosure certificate accompanies this document.

By: _____
(signature)

I am familiar with the property described in this instrument and I certify that the status and number of wells on the described real property have not changed since the last previously filed well disclosure certificate.

Its: _____
(type of authority)

By: _____
(signature)

Its: _____
(type of authority)

State of Minnesota, County of _____

This instrument was acknowledged before me on _____, by _____
(month/day/year) *(name of authorized signer)*

_____ as _____
(type of authority)

and by _____
(name of authorized signer)

as _____ of FERRELLGAS, L.P.
(type of authority) *(name of Grantor)*

(Seal, if any)

(signature of notarial officer)

Title (and Rank): _____

My commission expires: _____
(month/day/year)

TAX STATEMENTS FOR THE REAL PROPERTY DESCRIBED IN THIS INSTRUMENT SHOULD BE SENT TO:
(insert name and address of Grantee to whom tax statements should be sent)

Enterprise Products Operating, L.P.
c/o Ad Valorem Tax Dept. 401
P.O. Box 4018
Houston, TX 77210-4018

THIS INSTRUMENT WAS DRAFTED BY:
(insert name and address)

Timothy J. Kuntz
LeVander, Gillen & Miller, P.A.
633 South Concord Street
Suite 400
South St. Paul, MN 55075-
Ph: 651-451-1831 / Fax: 651-450-7384
58993

Exhibit 35
Access Rights Legal Description
(part abstract property and part Torrens property, Certificate No. 142848)

All rights of access, including all rights of ingress and egress, to and from State of Minnesota Trunk Highway 52/55, to and from "Grantor's Property" described below:

"Grantor Property" is legally described as:

Real Property located in the City of Inver Grove Heights,
Dakota County, Minnesota, described as follows:

Outlot D, GAINEY ADDITION, Dakota County,
Minnesota.

AND

All rights of access, including all rights of ingress and egress, to and from State of Minnesota Trunk Highway 52/55 over and across the 100 foot wide Clark Road intersection with State of Minnesota Trunk Highway 52/55 as shown on the plat of GAINEY ADDITION on file and of record in the Office of the Dakota County Recorder.

AND

All rights of access, including all rights of ingress and egress, to and from the easterly 234.07 feet of Clark Road as measured along the centerline of Clark Road described as follows: Beginning at the 100 foot wide Clark Road intersection with State of Minnesota Trunk Highway 52/55 as shown on the plat of GAINEY ADDITION on file and of record in the Office of the Dakota County Recorder; thence 234.07 feet southwesterly along the centerline of Clark Road having an assumed bearing of South 72 degrees 02 minutes 33 seconds West and there terminating.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

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

Meeting Date: December 8, 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 third and final 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 1st 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 24th.

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	\$950 multiplied by a density factor of 3.5 multiplied by Gross Acres
Water Building Permit Connection Unit Fee	\$640 per SAC Unit
Water Treatment Plant Fee	\$560 per SAC Unit

Water Core Connection Fee (based on water service size)

1 inch	\$1,325
1 ½ inch	\$2,975
2 inch	\$5,285
3 inch	\$11,880
4 inch	\$21,130
6 inch (or larger)	\$49,540

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

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

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

4 inch	\$430
6 inch	\$725
8 inch	\$1,285
10 inch	\$2,010
12 inch	\$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	\$800
In the R-3A Zoning District	\$800
In the R-3B Zoning District	\$800
In the R-3C Zoning District	\$800
In the B-1 and Office Park Zoning Districts	\$800
In the B-2, B-3 and B-4 Zoning Districts	\$800
In the I-1 and I-2 and Industrial - Office Park Zoning Districts	\$800
In the P-Institutional Zoning Districts	\$800

Fees Payable at Time of Building Permit (Northwest Area)

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

Water Core Connection Fee (based on water service size)

1 inch	\$1,325
1 ½ inch	\$2,975
2 inch	\$5,285
3 inch	\$11,880
4 inch	\$21,130
6 inch (or larger)	\$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	\$1,225
In the R-3A Zoning District	\$1,225
In the R-3B Zoning District	\$1,225
In the R-3C Zoning District	\$1,225
In the B-1 and Office Park Zoning Districts	\$1,225
In the B-2, B-3 and B-4 Zoning Districts	\$1,225
In the I-1 and I-2 and Industrial - Office Park Zoning Districts	\$1,225
In the P-Institutional Zoning Districts	\$1,225

Fees Payable at Time of Building Permit (Northwest Area)

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

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

4 inch	\$430
6 inch	\$725
8 inch	\$1,285
10 inch	\$2,010
12 inch	\$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	\$8,520
In the R-3B and R-3C Zoning District	\$8,720
In the B-1 and Office Park Zoning District	\$9,780
In the B-2, B-3 and B-4 Zoning Districts	\$9,515
In the I-1, I-2 and I-Office Park Zoning Districts	\$9,250
In the P-Institutional Zoning Districts	\$8,720
In the Mixed Use-Residential Zoning Districts	\$8,720
In the Mixed Use-Commercial Zoning Districts	\$9,250

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

Sanitary Sewer and Water Trunk Assessments.

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

\$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		\$1,500
Preliminary Plat	\$250/+ \$5 per lot		\$3,000
Final Plat – single family	\$350	\$25/lot	\$500
Final Plat - other	\$200	\$100/acre	\$3,000
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		
Northwest Area Environmental Studies Fee	\$80/gross acre		

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 8th day of December, 2008.

George Tourville, Mayor

AYES:

NAYS:

ATTEST:

Melissa Rheame, Deputy Clerk